



BROWN  
COUNTY  
SCHOOLS

## Facility Usage Application/Agreement

### Guidelines For Use of School Facilities

It is the policy of the Brown County CUSD#1 to permit responsible individuals or organizations (where the main purpose is to benefit the citizens of Brown County) the use of school buildings to the extent that there is no interference with the educational programs. The complete control of school buildings and equipment is by law vested in the Brown County CUSD#1 and the administration of the Rules and Regulations governing the buildings is delegated to the Superintendent of Schools or their designee.

### Rules and Regulations

1. There are certain restrictions upon the use of school property and the building. Renter is solely responsible for the fulfillment of the regulations of the following:
  - Department of Public Safety.
  - State and Local Fire Laws.
  - State and Local Police Laws
2. In addition, the Renter is responsible for damage to the school property and may be required by the school authorities to provide police and/or fire protection at the building user's expense. The Renter shall be required to obtain liability insurance naming Brown CUSD#1 as an additional insured as a condition of the rental. (Neither the School District nor its personnel on duty assumes any responsibility for liability.)
3. When school facilities are used for purposes other than for school use, additional expenses, including heating, lighting and other operational expenses (wear and tear) are incurred by the public school system. Therefore, charges may be made by the Brown County CUSD#1 to cover these costs.
4. On days when school has been cancelled because of emergency conditions, the school buildings may not be available. However, all scheduled use will automatically be cancelled unless the renter contacts the school being rented to confirm the availability of the school. The Brown County CUSD#1 will not be responsible for the cancellation of an application for the use of school property in case of an emergency which results in the closing of a school building. Exceptions to these rules and regulations can be made only the Superintendent or their designee.
5. These Rules and Regulations for Use of School Facilities cover all functions/events which are held on Brown County School District property.

The administration and/or school board reserve the right to deny facility use if they feel that it is in the best interest of the school district and the facility.

\*This agreement is provisional of rules and procedures and can be subject to change.

**Brown County CUSD#1 Facility Contract Agreement**

The \_\_\_\_\_ hereby requests and contracts the use of  
the Brown County CUSD#1 (Your Group/Name)

\_\_\_\_\_ on the date of \_\_\_\_\_  
from \_\_\_\_\_ to \_\_\_\_\_.

The purpose/type of function(s) for which the facility will be used is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The anticipated number of people attending is: \_\_\_\_\_.

- I. Terms of Agreement** - In return for the usage of the Brown County CUSD#1 facilities, the renting organization shall:
- a.** Assume the responsibility for payment of the fees as outlined above as well as for any damages or injury to any School District property (beyond ordinary wear and tear) during its use.
  - b.** Maintain order and obey all State of Illinois laws and regulations and district and/or school policies approved by the Brown County CUSD #1 School Board.
  - c.** Assume sole responsibility for any and all accidents or injuries to persons or properties while the said premises are used.
  - d.** The renting organization further agrees to defend, indemnify, and hold harmless from any liability in regard thereto the Brown County CUSD#1 and its board members, elected and appointed officials, administrators, principals, teachers, and all other District employees, and all persons acting for on behalf of the District, against any and liability, claims, demands, actions, suits, damages, costs and expenses (including reasonable attorney fees and costs) for which they may become liable directly or indirectly arising out of the use of the facilities listed above.
  - e.** Provide proof of a certificate of insurance or waiver showing coverage of the event by a valid insurance carrier, with said certificate naming Brown County CUSD#1 as an additional insured. Said insurance coverage shall provide not less than \$1.0 million of insurance covering and indemnifying Brown County CUSD#1 for any claims whatsoever arising out of the use of the facility. A copy of the certificate of insurance shall be provided to Brown County CUSD#1 prior to the use of the facilities.
  - f.** Understand that this contract will become void if notified by the district of an unforeseen conflict with a school district event needing these facilities.
  - g.** The renting organization understands and agrees that for purposes of this agreement, it is only entitled and authorized to use those parts of the facility specified above.

- h. The renting organization is to ensure that any furniture and equipment moved during use of the premises is replaced, that the premises will be left in a clean and tidy condition, that proper care will be taken of the premises during use and that any damage from such use (beyond ordinary wear and tear) whether caused by negligence, recklessness or the willfulness of those attending the function is to be repaired and/or replaced with the costs associated with the repair/replacement to be paid by the renting organization.
- i. The renting organization shall give written notice to the Brown County CUSD#1 of any accident resulting in bodily injury or damage to property of the facility or others occurring on District property or in any way connected with the use of the facility with 24 hours of the accident. The notice must include details of the time, place, circumstances and names and addresses of those injured and/or who witnessed the accident.

The undersigned represent that he/she is authorized to act on this request for the organization named above and understand that the granting of this request does not constitute recognition of such organization as a school connected group and agrees that such organizations will not represent itself of its activities as school connected. By executing this agreement, the undersigned agrees to the terms of this agreement on behalf of the renting organization and said organization agrees to be bound by and honor each of the terms of this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_(\_\_\_\_\_)\_\_\_\_\_  
 Authorized Representative Signature Phone Number

Building Principal Approval Signature\_\_\_\_\_Date\_\_\_\_\_

Athletic Director Signature\_\_\_\_\_Date\_\_\_\_\_

Superintendent Signature\_\_\_\_\_Date\_\_\_\_\_