**Buildings and Sites Rental of Facilities to Community Groups**

Elgin Math and Science Academy Charter School intends to be a good neighbor with respect to all its operations, including making its facilities available to the community when those facilities are not needed by the school for its programs and students.

School facilities and associated equipment may be available for rental to community groups when:

* Use by other groups will not interfere with scheduled school activities
* When groups seeking to rent school facilities and or equipment are not promoting behaviors, philosophies, purposes, or outcomes which are in direct conflict with the mission, value statements, and or purposes of Elgin Math and Science Academy Charter School, and are not antisocial nor criminal in nature.
* Administration/Board of Directors have the discretion to deny any requests without reason.
* Elgin Math and Science Academy Charter School and rental group have in force insurance which covers appropriate use by community groups.

**Expectations Held for those Renting Facilities and/or Equipment:**

* Rental is allowed only when a group has completed the Elgin Math and Science Academy Charter School Rental Agreement indicating the name of an individual responsible for the rental group's access to our facilities/equipment.
* Rental group supplies evidence of liability insurance and agrees to hold harmless EMSA from any and all liabilities resultant from the usage of it facilities, other than those liabilities which can be shown to result from the negligence of the owner.
* Rental group upon request of Elgin Math and Science Academy supplies the school with a certificate of liability insurance naming EMSA as co-insured.
* Renters of the Gymnasium must supply evidence to EMSA that an official of the group renting the facility is trained/certified in the use of CPR/AED by placing a copy of such certification on file with EMSA. That named individual must be present continuously during the usage of the facility during the rental period. (This requirement is operable only when the renter is securing the use of the facility for athletic purposes.)
* Rental group will pay for any dirt/mess beyond that expected of minimum normal activity.
* Rental group will pay for any damage occurring to property of Elgin Math and Science Academy Charter School during or because of the rental group use.
* Rental group accepts responsibility for unlocking and locking school property during the rental period.
* Rental costs for space do not include rental fees for consumable supplies and equipment.
* A refundable security deposit in the amount of $100 may be required and refunded after the event has ended without damage to property.
* At the discretion of the administration, the typical fees may be reduced.
* The Principal or designee shall maintain a schedule of applicable rental fees which is reviewed annually and updated as needed to reflect current market rates.

Attachments:

-Hold Harmless Agreement

-Permit to Use School Buildings and Grounds for Non-school Activities

Adoption Date:

**Hold Harmless Agreement**

Hold Harmless Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Lessee) and Elgin Math and Science Academy Charter School.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Lessee) shall save and hold harmless Elgin Math and Science Academy Charter School, its directors, officers, employees and volunteers from any and all liability claims and demands of whatsoever kind or nature arising out of any connection with the use of the facility.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Lessee) will defend itself without expense and will pay any damages based thereon and shall pay all charges of attorneys, all costs, and other expenses arising there from, excluding only those acts which result from the sole negligence of Elgin Math and Science Academy Charter School as Owner.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Lessee: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted By Elgin Math and Science Academy Charter School:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Lessor: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Certificate of Insurance**

**Hold Harmless Agreement**

Effective date of agreement:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prior to use of facilities, you shall furnish, at your expense, and shall keep in full force and effect during the use of premises the following insurance:

Comprehensive General Liability insurance for Bodily Injury and Property Damage with combined single limits not less than $1, 000,000 for each occurrence.

The certificate of Insurance shall read as follows:

Elgin Math and Science Academy Charter School shall be named as an additional insured on the general liability as respects their interest as Lessor of premises.

**Permit to Use School Buildings and Grounds for Non-School Activities**

**Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address, City, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Person in charge\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Activity\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Admission or Registration Fee Charged?\_\_\_\_\_\_\_\_

Day of Week \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ # of Participants\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental Charge\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Key Needed (date)\_\_\_\_\_\_\_\_\_\_\_Key Returned (date)\_\_\_\_\_\_\_\_\_\_\_\_\_

**Facility Space Requested:** **Equipment Desired—Approval Needed**

Neil Building \_\_\_\_\_ Public Address System\_\_\_\_\_\_\_

Art Barn \_\_\_\_\_ Projector\_\_\_\_\_\_\_\_\_

Grounds \_\_\_\_\_ Smart TV\_\_\_\_\_\_\_\_

Tables\_\_\_\_\_\_\_\_\_Chairs\_\_\_\_\_\_\_\_\_

Hours of Custodial Services\_\_\_\_\_\_\_\_\_\_\_

\* Rental of this facility requires evidence from renter of his/her ability to comply with requirements for use of AED and CPR Administration.

The organization agrees to comply with all school rules and regulations and Board of Director's Policies and to pay as directed the charges stated on this permit. The organization should give the school Director forty-eight hours notice when canceling.

The organization agrees to reimburse Elgin Math and Science Academy Charter School for any and all injuries and damages occasioned or arising out of their use of school property.

The organization agrees to indemnify and hold harmless Elgin Math and Science Academy Charter School, its agents and employees from and against all loss and expense, including attorney fees, by reason of liability imposed by law upon the owner for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by Elgin Math and Science Academy Charter School, its agents or employees.

I hereby certify that I have full authority and have been authorized to sign for and on behalf of the above-entitled organization.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director Date Officer of Organization Date

*Elgin Math and Science Academy Charter School 1600 Dundee Ave., Elgin, IL Phone: 630-883-5013*