SCHOOL FACILITIES USE APPLICATION & AGREEMENT

(Hold Harmless, Indemnification and Insurance)

To: Board of Education of Madison Community
Unit School District No. 12
602 Farrish St
Madison, Illinois IL 62060

Subject: Use of School Facilities

Request Date: _____

Date(s) of Activity(ies): _____

Type of Activity(ies) and Event Description:

_____

_____

_____

Maximum Size of Audience:_____

Specific room(s) and/or space needed: _____

_____

Total time facility will be needed: From:_____to:_____

Hours of Activity: From:_____to: _____

Organization/Applicant:_____ Phone:_____

Address: _____

_____

Contact Person: _____ Phone:_____

Contact Person's Email:_____

Contact's Address: _____

_____

Insurance Company:_____
(Certificate of Insurance will be required; All insurance shall name Madison Community Unit School District No. 12 as an additional insured)

Policy Number:_____

Coverage Amount:_____

Coverage Dates: From:_____ To:_____

Officers and Responsible Parties:

Name	**Title**	**Address**	**Phone Number**

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
PLEASE READ AND SIGN

By accepting a permit, the Applicant agrees to defend, indemnify and hold harmless Madison Community Unit School District No. 12, with schools in Madison, IL (the "District"); the Board of Education (the "Board") and its successors, board members, employees, agents and insurers, in their official and individual capacities ("Released Parties"); from any loss, judgment, injury or expense, including but not limited to, attorneys' fees and expenses of litigation arising out, and incidental to the use of Facilities requested in this Agreement. It being further understood and agreed that the District assumes no obligation or responsibility in connection with the use of the requested Facilities. In addition, the Applicant covenants not to sue the District, the Board, its members, employees, agents, and insurers, in their official or individual capacities for any alleged loss, judgment, injury, or expense which arises as a result of this Agreement. Applicant further agrees to assume all costs for repair or damage to the Facilities or their contents during the period of authorized use of Facilities. Applicant further agrees to abide by the rules, regulations and policies of the Board which are incorporated herein by reference.

The Applicant further agrees to furnish a Certificate of Insurance (Public Liability, Property Damage and Contractual Liability Insurance) to guarantee the payment of any claim for injuries or damages to persons or property that occurs during, or as a result of this Agreement. Said coverage shall insure the Applicant's organization in amounts not less than $1,000,000 combined single limit for bodily injury and property damage including damage to school property. All insurance must be occurrence based insurance. All insurance coverage shall name the Madison Community Unit School District No. 12 as an insured party and shall be issued by an admitted (Illinois) insurance company. A current Certificate of Insurance or copy of the endorsement, listing Madison Community Unit School District No. 12 an additional named insured, shall be required giving evidence of the above-mentioned types of coverage and shall be filed with the

District no later than 14 days prior to the date of the building usage. The Certificate of Insurance and all insurance policies required to be obtained by Applicant shall provide that coverages afforded under the policies will not be canceled, reduced, or allowed to expire without at least thirty (30) calendar days prior written notice given to Madison Community Unit School District No. 12.

I, on behalf of_____, (jointly and severally, the "Applicant") have read the policy of Madison Community Unit School District No. 12, ***Rules Governing Use of School Facilities***, which is incorporated herein by reference, and the signature below affirms our agreement to follow the policy, including, but not necessarily limited to, requirements for insurance certification and the rules governing the use of school facilities.

By accepting a permit, the Applicant promises and agrees that it will protect, defend, indemnify, save and keep harmless the Released Parties from any and all liability, claims, or demands of whatever kind of any nature, (including, but not necessarily limited to, statutory liability and liability under worker's compensation laws), loss, cost, damage, penalties, charges and expenses (including, but not necessarily limited to, the reasonable attorneys' fees and expenses of investigation, settlement and/or litigation) which arise from, or in any manner grow out of, any act, omission or neglect of the Applicant on or about the property in connection with any (a) violation, or alleged violation, of any constitution, statute, ordinance or regulation; (b) injury or death of any person or property damage to any property; or (c) any failure of the Applicant in any respect to comply with and perform all the requirements and provisions of the Board in using school property.

By accepting a permit, the Applicant also promises and agrees to accept full liability for all loss or damage to school property while using facilities and to pay the cost of any repair or replacement related thereto.

<u>Compliance with Rules and Regulations</u>

Applicant agrees to comply with, and to require all of its attendees to fully comply with, all laws, rules, regulations and/or Board of Education Policies applicable to the Premises and Applicant's use of the Premises including (but not limited to) (a) all of the Board's and District's policies and practices relating in any manner to COVID-19 and/or pandemics and/or mitigation efforts and requirements; and (b) all federal, state, and local laws, rules, regulations, guidelines, orders, and/or recommendations (including but not limited to those of the United States government and its officials, the state of Illinois, the Illinois Governor, the Centers for Disease Control and Prevention ("CDC"), the Illinois Department of Public Health ("IDPH"), and/or any other similar body with authority to issue requirements or guidelines for public gatherings and/or facilities in Illinois. Applicant's agreement includes a covenant to fully comply with all provisions and recommendations set forth in applicable portions of the Restore Illinois program, and/or any similar program adopted by IDPH and/or other officials or departments of the state of Illinois, and Applicant agrees to require all individuals (including its officers, employees, volunteers, and/or invitees) to fully comply with these laws, rules, regulations, guidelines, orders, recommendations, and/or programs. Applicant assumes full responsibility for implementing and enforcing safety measures to avoid the spread of infectious illness and agrees to abide by all applicable policies, procedures, and instructions relating to COVID-19 and/or pandemic diseases, and to abide by all applicable federal, state and local laws, rules, regulations, guidelines, orders, and/or recommendations. The District and Board of Education have, and hereby reserve, the right to require at any time verification of compliance with all applicable laws, rules, regulations, guidelines, orders, recommendations, and/or programs. Applicant agrees to hold District and the Board of Education harmless from any claims for damages and/or expenses arising from any pandemic, epidemic, endemic, outbreak, or any other widespread viral or bacterial infection that occurs during, and/or arises from Applicant's use of the Premises, and Applicant agrees to provide (at Applicant's expense) all cleaning and disinfectant services and/or related safety products relating to

Applicant's use of the Premises and compliance with the aforesaid standards of care. Madison Community Unit School District No. 12 reserves the right to immediately terminate this Agreement, at its sole and exclusive discretion, whether for its convenience, whether due to Applicant's non-compliance with any of the aforesaid standards and requirements, and/or whether in the event of any pandemic, epidemic, endemic, outbreak, or any other widespread viral or bacterial infection (including, but not limited to COVID-19) arises and/or spreads. Madison Community Unit School District No. 12shall also have the specific right to immediately terminate or suspend this Agreement if Applicant and/or its officers, employees, volunteers and/or invitees fail to comply with the terms and requirements set forth herein.

Applicant agrees at all times when using the Premises to comply, and to require its invitees to comply, with the District's Rules Governing Use of School Facilities, a copy of which is attached hereto.

_____ If this section is checked, Applicant is requesting to use an indoor or outdoor physical fitness facility. In such an event, Applicant and agrees to comply with Madison Community Unit School District No. 12's Safety and Security Plan and related policies regarding Automated External Defibrillators.

The Safety and Security Plan includes procedures for responding to medical emergencies at the District's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Act. The plan requires at least one automated external defibrillator (AED) to be available at every physical fitness facility. A trained AED user is required to be available during activities or events sponsored and conducted or supervised by the District.

Signature:_____

Print Name: _____

Role in Organization: _____

Date: _____

**** PLEASE DO NOT WRITE BELOW THIS LINE ****

Rental Charge (if any): _____

Payable to: Madison CUSD No. 12

_____

Signature of Superintendent Date

☐ Approved by Superintendent

☐ Denied by Superintendent

_____

Signature of the Board Date

☐ Approved by Board of Education

☐ Denied by Board of Education