



ILLINOIS MATHEMATICS AND SCIENCE ACADEMY
1500 Sullivan Road
Aurora IL 60506

AGREEMENT FOR USE OF FACILITIES

This Rental Agreement made this ____ day of _____, is by and between the **Illinois Mathematics and Science Academy (IMSA), 1500 Sullivan Road, Aurora, Illinois 60506-1000**, as Lessor, and Lessee: _____

In consideration of the mutual promises contained herein, Lessor and Lessee agree as follows.

1. Lessee shall rent the facilities of Lessor at the following time and for the following activity:

A. **Date(s) and Hour(s) of use:**

B. **Room(s)**

C. **Activity Description**

D. **Estimated Attendance**

2. Lessee shall pay Lessor the following charges:

A. **Facility base cost**

B. **Event Manager, Security, Custodial, Maintenance, A/V Technician, Receptionist**

C. **Equipment**

D. **Total Amount Due***

**** A deposit of 50% of the total amount due must be received with the signed agreement. The remaining balance is to be paid on the day of the event.***

***Please send payment to the Illinois Mathematics and Science Academy,
Attn: Ms. Dottie Krett, 1500 Sullivan Road, Aurora, IL 60506***

3. Lessee further agrees:

- A. The Lessee shall not enter, occupy or use the facility until the time and date specified above.
- B. The Lessee shall vacate the facility at the time and date indicated above or be charged an additional amount for every hour of overtime use. This charge will include Lessor's cost for personnel, utilities, and any other costs incurred by Lessor.
- C. Automated external defibrillators are installed in the Academy. The location of the AED will be provided. IMSA requires that AED be used by someone trained in Cardio Pulmonary Resuscitation and the AED usage.
- D. The Lessee is responsible for damage, breakage, or loss of equipment or fixtures incurred during the rental of said facility. The Lessee shall pay Lessor the cost of repair or new replacement. Whether an item is repaired or replaced shall be determined by Lessor within Lessor's sole discretion.
- E. A deposit of 50% of the total amount due for the rental of said facility is required with the signed Facilities Agreement by the Lessee. The Lessee shall remit the full remaining balance due prior to or on the day of said event.
- F. If, for any reason, Lessee is unable to fulfill the agreement and so advises Lessor not later than 60 days prior to the event, no further monies will be due to Lessor, and Lessee will be entitled to a refund of ninety percent (90%) of its deposit.
- G. The Lessee shall remove all decorations, materials, equipment, display, stage properties, etc., used during the rental period immediately upon the termination of the rental period covered by this agreement.
- H. Smoking is not permitted within the building.
- I. Alcoholic beverages are not permitted to be sold or consumed on Academy premises.
- J. Nothing will be sold, given, exhibited, or displayed without written permission of Lessor.
- K. Police protection may be required by Lessor depending upon the nature of the activities, and Lessee agrees to any such cost incurred by Lessor.
- L. Lessee shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois – Illinois Mathematics and Science Academy as additional insured for all required insurance and declaring that the Lessee's policy is the primary policy for any claims of loss. Certificates may not be modified or canceled until at least 30 days notice has been provided to the IMSA. Lessee shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Lessee's obligation to indemnify, defend, or settle any claims.

- M. Lessee assumes full responsibility for liability in case of accident, or for any claim made of any kind and shall hold harmless, defend and indemnify Lessor, its Board of Trustees, its employees and agents from any obligation or liability to any person or entity or against any claims made of any kind whatsoever, including claims for personal injury, property damage and property loss. Lessee shall pay any costs, including attorney fees and damages, incurred by Lessor in response to such claims made.
- N. Lessee specifically assumes all risks of injury, property loss, or property damage while on IMSA property and all claims against Lessor, its Board of Trustees, its employees and agents for any such injury or property loss or damage. When requested to so by Lessor, Lessee will require each member of its group to execute a general release substantially in accordance with that General Release attached to this Rental Agreement and made a part hereof as Exhibit 1. When requested to do so by Lessor, Lessee may not commence use of Lessor's facilities until and unless all of its members have executed the General Release, and delivered same to the Lessor.
- O. All associated with the Lessee organization and their guests will be responsible for following all IMSA rules and regulations, as well as oral or written instructions from any IMSA employee.
- P. In the event it is necessary for Lessor to take any legal action to enforce this Rental Agreement, Lessee agrees to pay any attorney fees and costs incurred by Lessor, in addition to any other monies or damages owed by Lessee to Lessor.
- Q. Lessee understands that Lessor is a State of Illinois agency and as such enjoys certain privileges and immunities by law. Lessee further understands that any claims it may have against Lessor may be limited or voided by applicable law.
- R. This agreement shall be executed in triplicate, each copy to be considered an original for all purposes, and shall be binding upon successors and assigns of the parties hereto.
- S. IMSA verifies DOJ registered sex offender information for all guests/visitors to IMSA and reserves the right to refuse entry to anyone who is deemed a threat to its students or staff. IMSA is the sole determiner of any individual's right to enter IMSA facilities. All guests/visitors must provide a drivers license, state ID, or other form of valid picture identification.
- T. This agreement shall be considered as being executed at Lessor's facilities, in the City of Aurora, Kane County, Illinois

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Lessor: Illinois Mathematics and Science Academy **Lessee:** _____

By: _____ **By:** _____
Supervisor, Facilities & Administrative Services

Date: _____ **Date:** _____