

FACILITY USE AGREEMENT

This agreement is a **request** until it is approved and required fees are paid. Once approved and fees are paid this request becomes a **contract**. Requests must be received no later than 21 days prior to date requested and will be reviewed within 3-5 business days. No deposit or payment is due with this form. Payment and deposit must be submitted during business hours by date indicated when notified of approval. Submitting a request is NOT a guarantee of availability or approval. All requests are processed on a first come, first serve basis. Requests will be reviewed based on Waukegan Park District (hereafter referred to as District) policy, facility and staff availability. The District reserves the right to deny any request which is deemed inappropriate. Individuals filing request and making contract must be 21 years of age and remain on premise for duration of the facility use. For legalities of this agreement, the individual(s) listed below and signing this agreement will be referred to as the 'User(s)', and become the responsible party(ies).

1. ORGANIZATION: _____ TODAY'S DATE: ____/____/____
 2. USER NAME: _____
 STREET ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 DAY PHONE :(_____) _____ EVENING PHONE: (_____) _____
 DRIVERS LICENSE NUMBER: _____ STATE: _____

3. FACILITY: (PLEASE CHECK BELOW)

Facility

Additional needs (flat rate with room use)

_____ Meeting Room A (33 cap.)
 _____ Meeting Room B (36 cap.)
 _____ Meeting Room A& B (69 cap.)
 _____ Climbing Wall
 _____ Athletic Courts # _____
 _____ Party Package
 _____ Other: _____

_____ Warming Kitchen
 _____ TV/VCR/DVD
 _____ PA System
 _____ Screen
 _____ Stereo/CD Player
 _____ Sports Equipment: _____
 _____ Other: _____

4. USE DATE(S): _____ ESTIMATED ATTENDANCE: _____
 5. ARRIVAL TIME: _____ am / pm DEPARTURE TIME: _____ am / pm (must include any set-up/ clean up time)
 6. TYPE OF ACTIVITY (Please Describe): _____

7. WILL THERE BE AN ADMISSION CHARGE OR OTHER FEES? YES _____ NO _____ AMOUNT: \$ _____
 8. WILL FOOD OR BEVERAGES (Non-Alcoholic Only) BE SERVED? YES _____ NO _____
 9. WILL A PARTICULAR SET-UP OF FURNISHINGS OR SUPPLY OF EQUIPMENT BE REQUESTED FROM THE PARK DISTRICT?
 YES _____ NO _____ IF YES, PLEASE DESCRIBE _____

PLEASE READ CONTRACT CAREFULLY BEFORE SIGNING: Policies & Procedures - Signature on page three denotes agreement.

1. Requests for use may only take place during normal operating hours. The District reserves the right to make exceptions depending on the type and size of the group. All requests are processed on a first come, first serve basis. Requests will be reviewed based on District policy, facility and staff availability. District reserves the right to deny any request which is deemed inappropriate.
2. A security deposit must be submitted at time of approval for use of each space- \$150 for meeting rooms A&B, \$100 for all others. A \$500 security deposit must be submitted for tournaments which include three or more courts. User(s) has 24 hours from time notified of approval to submit the deposit or approval may become void unless otherwise determined by the approving Supervisor and noted in the Office Use section of this agreement.
3. User(s) shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the District's attention any potential dangers, safety hazards or problems. User(s) is solely responsible for determining whether said facility(s) is safe, appropriate, and/or compatible for User's intended use.
4. User(s) signing contract must be 21 yrs of age & present at site for the entire contracted time.
5. All fees must be paid IN FULL 30 days prior to the facility use date or it will be canceled, and security deposit will not be refunded. Any monthly, continuous uses must pay use fees on the 1st of each month or the contract may be voided and the security deposit retained. Exceptions apply to those groups whose fees are based on participation and cannot be determined until after the event; in this case payment will be due on the date noted on the invoice.
6. Cancellation of contract by the User(s) in excess of thirty days will result in a 50% loss of the security deposit. Deposit will not be returned if a reservation is canceled by the User(s) with less than thirty days notice of the use date unless otherwise determined by the approving Supervisor and noted in the Office Use section of this agreement.
7. The District reserves the right to cancel a contract if the contract has been violated in any manner. If facility use is cancelled due to a violation of the contract by the User(s) in excess of thirty days the security deposit will be retained, inside of thirty days all monies will be retained.

8. If for any reason the facility is unusable due to uncontrollable circumstances (i.e. power outages, flooding, fire) the District will make every attempt to contact you immediately. If we cannot accommodate your use as your contract states, and the District cancels your use, you will be fully refunded.
9. Decorating, set-up and clean up time is part of the use time listed above. User(s) must arrive / vacate facility at the time contract states, and are not permitted to enter the facility early. Contracts are set for facility entrance and exit times.
10. No alcoholic beverages are allowed on the District property; the facility use will be shut down if alcohol is present and police may be called. No refunds will be made for lost time during the use and User(s)' deposit will not be returned.
11. No food, decorating or entertainment items can be held prior / post to the use time contracted. The User(s) must make other arrangements.
12. The building and equipment must be cleaned and put in order by the User(s) before leaving (i.e. tables, floors, warming kitchen, sports equipment). All garbage must be removed by the User(s) and taken to the outside dumpster.
13. No District equipment or property shall be removed from the premises without permission of the approving Supervisor.
14. User(s), will be responsible for and will pay for any damage to District property arising out of the use of the said facility(ies) pursuant to this Agreement.
15. The District will charge additional fees or may retain deposit for damage and/or additional cleaning required by the District maintenance staff. (i.e. stained floors & walls, broken tables, missing balls, etc.)
16. The User(s) will be charged for a full hour if the use exceeds a minimum of five or more minutes beyond the contracted time. Time is not prorated by the minute. Early entrance is not allowed. The facility will be locked except during the time in which it has been approved for use.
17. Youth groups must have one (1) adult for every ten (10) youth present. Youth must remain in the approved room or be accompanied by an adult if outside of the room. Youth parties (13-20 yrs) i.e. birthdays, require police coverage \$67 per hour fee.
18. District provides tables and chairs only for meeting rooms. Appropriate sports equipment will be provided for gym requests. Other items may be requested for approval with use of meeting room or gym use.
19. All facility uses must abide by the building fire safety codes.
20. User(s) shall comply with any and all applicable ordinances and permit procedures.
21. All special effects equipment, stages, & special entertainment used by the User(s) must be submitted in writing and be pre-approved before set up or use. Facility uses in this category will require a Certificate of Insurance naming the District as "Additionally Insured." Use will be shut down if unauthorized items are present. No refunds will be made for lost time during use & security deposit will not be returned.
22. Facility uses during normal operating hours will be supervised by the front desk staff. This person may remind the User(s) when half (½) an hour is left in the contract (for clean up purposes).
23. User(s) is solely responsible for providing any and all supervision at all times during User(s) use of any facility, including but not limited to the identified facility space, and all common areas. Further, User(s) shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations pertaining to use of District facilities.
24. A building supervisor may be used to open and close the building if use is outside of normal operation hours. User(s) must arrive on time or the supervisor will be dismissed after 1 hour and facility use will be considered a "no show". No refund will be issued in this case.
25. User(s) is responsible for the conduct of children and adults at all times during the use. Loud and boisterous music is not permitted. Music must be lowered if complaints arise and User(s) must abide. User(s) understands that this agreement indemnifies the District against any and all claims arising out of the use (including the conduct of guests and contractors of the User(s), such as a caterer)
26. The Field House at Hinkston Park is a non-smoking facility.
27. If room capacity is exceeded, the User(s) will be warned. If the User(s) fails to remedy the situation, the use may be shut down.
28. Deposit is returned 7-10 working days after use or cancellation, as long as policies and procedures were adhered to. There are NO cash refunds. Only check refunds are issued.
29. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
30. The District does not assume any liability for property lost or stolen on the District premises, or for personal injuries sustained on the premises during User(s) use of the premises and User(s) hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that User(s) may sustain as a result of this Agreement. User(s) further agrees to waive and release the District from any and all losses, claims, suits or judgments or damages that User(s) might sustain as a result of any and all activities connected with or associated with this Agreement.
31. It is fully understood and agreed by the parties that the User(s) guarantees to defend, indemnify and hold harmless the District, its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.
32. Insurance Requirements or Food Permits may apply depending on the risk associated with the activities and the size of the group. A Facility Supervisor will inform you if Insurance or Food Permits are required for your requested use. Food Permits must be obtained from the Lake County Health Department. If insurance is required, the specifications are below.
 - o User shall keep in force, to the satisfaction of the District, at all times relevant hereto, general liability and bodily injury insurance in amounts of \$1,000,000 for each person and each occurrence, and property damage insurance in amounts of 1,000,000 for each occurrence and aggregate total. The User agrees that before the covered function(s) may commence on District property, the User shall furnish Certificates of Insurance for the insurance coverage required herein, naming the District as an additional insured.
 - o The insurance shall contain no special limitation on the scope of protection afforded the District and shall contain a "contractual liability" clause. In the event of athletic activities, athletic participation must not be excluded.
 - o User's insurance shall be primary insurance as respects the District. Any insurance or self-insurance maintained by the District shall be in excess of User's insurance and shall not contribute with it.
 - o User's insurer shall agree to waive all rights of subrogation against the District.
 - o Before this Agreement goes into effect, User(s) shall deliver to the District a Certificate of Insurance satisfactory to the District.

Request Signature: X _____ Date: ____/____/____

My signature indicates that I am twenty-one years of age, have read, fully understand and will abide by the above regulations and policies set forth by the District. **I understand that this is only a request and there is no guarantee of facility use until I receive approval and pay the required fees.**

Office Use Only:

Court Use \$_____/hr X _____ # of Courts X _____ # of Hours = \$ _____

Meeting Room Use \$_____/hr X _____ # of Hours; Room A, B, or A&B = \$ _____

Climbing Wall \$_____/hr X _____ # of Hours = \$ _____

Police Fee \$40 X _____ hrs = \$ _____

Warming Kitchen Fee: = \$ _____

Party Package: = \$ _____

Additional Fees: _____ = \$ _____

Approved or Denied On: ____/____/____ Deposit by: ____/____/____ = \$ _____

Total = \$ _____

Deposit paid on: ____/____/____ = \$ _____

Due Date: ____/____/____ Final Balance: = \$ _____

Certificate of Insurance Required: YES NO If yes, it must be furnished by: ____/____/____

Food Permits Required: YES NO If yes, it must be furnished by: ____/____/____

Other: _____

Supervisor Approving Facility Use: _____ Date: _____