



Facility Use Agreement – 847-360-4740
 Lilac Cottage (1911 N Sheridan Rd, 60087)
 Jack Benny Center for the Arts (39 Jack Benny Dr, 60087)

The completion and signing of this document by User is a request to use a portion of the Waukegan Park District ("District") Cultural Arts facilities (the "Facility") until it is approved and required fees are paid. Requests must be received no later than 30 days prior to date requested and will be reviewed within 5 business days. 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.

Once approved and required fees are paid, this request becomes a Contractual Agreement ("Agreement"). Payment and deposit must be submitted during business hours by date indicated when notified of approval.

Individuals filing a request and making a Contractual Agreement must be 21 years of age and remain on the premises for duration of the Facility use. The individual(s) and organizations listed below and signing this Agreement are jointly and severally liable hereunder and are throughout this Agreement referred to as the 'User'.

Date _____

Name and Birthday (mm/dd/yy) _____

Address _____

Phone Number _____ Alternate Phone Number _____

Email _____

Event Type _____

Event Date _____ Estimated Attendance _____

Arrival Time (include set up) _____ Departure time (include clean up) _____

Is this event for an organization? If yes:

Organization Name _____

Address/PO _____

Email _____ Phone Number _____

When your security deposit is refunded you may have it returned to you or you may make a special contribution to the Waukegan Park District Cultural Arts Memorial/Endowment accounts. Your contribution makes a difference as it helps to offset program expenses and provide scholarships. Your support is most appreciated!

Would you like to donate your deposit to if yes circle one (1) and initial _____

Jack Benny Center Music Scholarships & Financial Aid / Carnegie Endowment / Symphony & Chorus?

Return my deposit to me. I do not want to donate it. Initial _____

Lilac Cottage – Minimum of 2 hours, Maximum of 4 hours, done by 9pm Security Deposit \$75 \$40/\$50 per hour (res/non-res)	
Party set up – No Children’s parties <input type="checkbox"/> Tables and Chairs (24 capacity) <input type="checkbox"/> # Tables (max 6- 6ft rectangle tables) <input type="checkbox"/> 2x4ft Rectangle Table (1) <input type="checkbox"/> 3x3ft ish Card Table (1) <input type="checkbox"/> # Chairs (max 24) <input type="checkbox"/> Kitchen – Fee (\$30) (stove, refrigerator, microwave, coffee pot, counter space) <input type="checkbox"/> Projector and projector table – Fee (\$75)	Presentation / Meeting Set up <input type="checkbox"/> Chairs only (30 capacity), <input type="checkbox"/> # Chairs (max 30) <input type="checkbox"/> Hall Table (1- 6ft rectangle table) <input type="checkbox"/> Presenter Table (1- 2x4ft rectangle Table) <input type="checkbox"/> Kitchen –Fee (\$30) (stove, refrigerator, microwave, coffee pot, counter space) <input type="checkbox"/> Projector and projector table – Fee (\$75)

Jack Benny Center Security Deposit \$75 \$40/\$50 per hour (res/non-res) – Unless noted otherwise	
<input type="checkbox"/> Classroom Space (24 Capacity) <input type="checkbox"/> Tables (max 6- 6ft rectangle tables) <input type="checkbox"/> Teacher Table (1- 6ft rectangle Table) <input type="checkbox"/> Chairs (max 24) <input type="checkbox"/> Projector and projector table – Fee (\$75) <input type="checkbox"/> TV/Soundbar/DVD player – Fee (\$75) <input type="checkbox"/> Studio 1 (1 piano, 2 music stands) \$10/hr <input type="checkbox"/> Studio 2 (2 pianos, 2 music stands) \$10/hr <input type="checkbox"/> Dance Studio (30 Capacity) mirrors, ballet barres, sound system This is not a gym. Weekday/Weekend rates <input type="checkbox"/> Groups of 6 or less \$30/\$40 per hour <input type="checkbox"/> Groups of 7-30 \$40/\$50 per hour	<input type="checkbox"/> Presentation / Meeting Set up (30 Capacity) <input type="checkbox"/> Chairs (max 30) <input type="checkbox"/> Hall Table (1- 6ft rectangle table) <input type="checkbox"/> Presenter Table (1- 2x4ft rectangle Table) <input type="checkbox"/> Projector and projector table – Fee (\$75) <input type="checkbox"/> TV/Soundbar/DVD player – Fee (\$75) <input type="checkbox"/> Studio 3 (2 grand pianos, 1 music stand) \$10/hr <input type="checkbox"/> Studio 4 (1 grand piano, 2 music stands) \$10/hr <input type="checkbox"/> Theatre (80 Capacity) Must meet with full time staff. An additional sheet will be filled out with Full time staff for amenities. Security Deposit \$150 minimum <input type="checkbox"/> Weekday/night (\$50/hr) <input type="checkbox"/> Weekend (\$60/hr)

Will there be an admission charge or other fees? Yes _____ No _____ amount: \$ _____
 Will food or beverages (non-alcoholic only) be served? Yes _____ No _____
 Will a Caterer be onsite serving food? Yes _____ No _____ (Requires COI and Health Permits #22, 33,34)
 Which room set up is to be used? _____ (see reference sheet)

Office/Staff Use: Security Deposit: \$75 / \$150 / _____ Paid on _____ Hours _____ X Rate _____ = _____ + Flat fee _____ + _____ = _____ Officer fee \$67 x Rental Hours _____ = _____ C.O.I required? Yes / No Date Due _____ Food Permits required? Yes / No Date Due _____

PLEASE READ AGREEMENT CAREFULLY BEFORE SIGNING: A Signature on page five denotes Users' acceptance of this Agreement's terms and conditions.

1. **Facility Access:** No User may access the Facility except in accordance with this Agreement. 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. Weekday/Weeknight rates and times may apply and vary depending on the space.
2. **Security Deposit:** A security deposit ("Deposit") must be submitted at time of approval for use of each Cultural Arts space. User has 48 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 Inspection:** User 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 is solely responsible for determining whether the Facility is safe, appropriate, and/or compatible for User's intended use.
4. **User Availability:** User signing this Agreement must be 21 yrs. of age and present at site for the entire time Facility is being used.
5. **Fees:** All fees must be paid IN FULL thirty (30) days prior to the Facility use date or it will be canceled, and Deposit will not be refunded. Any monthly or continuous uses must pay use fees on the 1st of each month or the Agreement may be voided and the 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. **User Cancellation:** Cancellation of this Agreement by the User thirty (30) days or more in advance of the use date will result in a 50% loss of the Deposit. No portion of the Deposit will be returned if a reservation is canceled by the User with less than thirty (30) days notice of the use date unless otherwise determined by the approving supervisor and noted in the Office Use section of this Agreement.
7. **District Cancellation:** The District reserves the right to cancel the Agreement, if User breaches the Agreement in any manner or if by accident an overbooking of rooms occurs. If the rental is cancelled by the District due to a User's breach of this Agreement more than thirty days before the rental date the District will retain the Security Deposit. If the User breaches the Agreement thirty days or less prior to the rental date, the District will retain all monies paid to the District by User, and shall have the right to pursue any and all legal and equitable remedies. If an overbooking should occur the second User will be notified as soon as possible. The District will then make every attempted to remedy the situation before canceling the second rental and offering a full refund.
8. **Facility Unusable for User's Purpose:** 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 the User immediately. If the District cannot accommodate the rental as the Agreement states, and User and the District cannot agree to a reasonable alternate accommodation, the District will cancel the rental, and refund the rental fee and deposit based on hours used.
9. **Decorating, Set-up and Clean-up Time:** Decorating, set-up and clean up time is part of the use time listed above. User must arrive / vacate Facility at the times set forth in this Agreement, and are not permitted to enter the Facility before or remain in the Facility after the times set forth herein. Agreements are set for Facility entrance and exit times.
10. **Alcoholic Beverages:** No alcoholic beverages are allowed on District property. The District has the absolute right to immediately close the facility, contact the police, and terminate this Agreement, or any of these, in the event alcohol is present. No refunds will be made for lost time during the use and User's deposit will not be returned. The User's possession of alcohol shall constitute a material breach of this Agreement.
11. **No Possession of Food, Decorating or Entertainment Items:** No food, decorating or entertainment items can be held prior / post to the use time stated in this Agreement. The User shall be solely responsible for all other arrangements.
12. **Clean-up:** The building and equipment must be cleaned and put in order by the User before leaving (i.e. tables, floors, kitchen equipment and appliances). All garbage must be removed by the User and taken to the outside dumpster. Facility Supervisor may, but is not required to, provide a courtesy reminder to the User when 30 minutes are left in the Agreement for clean-up purposes.
13. **No Removal of District Property or Equipment:** No District equipment or property shall be removed from the premises without prior written permission from the approving supervisor.
14. **User Responsible for Damages:** User will be solely responsible for and will pay for any damage to District property arising out of the use of the said Facility pursuant to this Agreement.
15. **User Responsibility for Additional Costs:** The District will charge additional fees or may retain Deposit for false alarms, damage and/or additional cleaning required by the District maintenance staff. (i.e. stained floors & walls, broken tables, missing balls, etc.)

16. **Late Fee for Late Departure:** User will be charged for a full hour if the use exceeds five or more minutes beyond the stated Agreement 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. **User Supervision:** 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. No youth parties are permitted at Lilac Cottage.
18. **Equipment Use:** District provides tables and chairs only for meeting/party rooms. Other items may be requested for approval with use of meeting room, dance studio, gallery, classroom, theatre or backstage. A pre-determined room set up with a set number of tables is provided. At NO time is tape or decorations permitted on mirrors or walls. Lit candles are not allowed. The fireplace is not useable.
19. **Temperature:** The attendant may adjust the temperature at their discretion and ability.
20. **Compliance with Codes:** All Users must abide by the building fire safety codes.
21. **Compliance with Law:** User shall comply with any and all applicable federal, state, and local laws, rules, regulations, orders, ordinances and permit procedures.
22. **Special Equipment:** All special effects equipment, stages, & special entertainment used by the User must be submitted in writing and be pre-approved before set up or use. Facility use in this category will require a Certificate of Insurance naming the District as "Additional Insured." District may terminate this Agreement immediately and require User to vacate the premises immediately if unauthorized items are present. No refunds will be made for lost time during use, and Security Deposit, or User(s) equipment rental fees will not be returned.
23. **Facility Use oversight:** District staff shall oversee Facility use during normal operating hours. District shall have no liability for supervision or failure to supervise User's activity or use of the premises. User waives all claims against District arising from its use of Facility.
24. **Supervision:** User 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 shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations governing District facilities.
25. **Building Access:** A building supervisor may be used to open and close the building if use is outside of normal operation hours. User must arrive on time or the supervisor will be dismissed after 1 hour and User will be considered a "no show". No refund will be issued in this case. A Facility Attendant remains on-site during facility rental for monitoring purposes.
26. **Conduct of User's Guests and Contractors:** User 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 must comply with District's staff instructions pertaining to same. Guests should remain in designated room aside from restroom accessibility and facility entry and exit. User hereby indemnifies, defends, saves and holds the District harmless from and against any and all claims arising out of User's use of the Facility or other District-owned or controlled property (including but not limited to, the conduct of guests and contractors of the User, such as a caterer).
27. **Non-Smoking:** All Waukegan parks and facilities are non-smoking.
28. **Room Capacity:** If room capacity is exceeded, the User will be warned. If the User fails to remedy the situation, the use may be shut down. (See Number #35: User Responsibility of COVID-19 Notice Form)
29. **Return of Deposit:** 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 checks and credit card refunds are issued.
30. **No Third Party Beneficiary:** This Agreement is entered into solely for the benefit of the Agreeing 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.
31. **No Liability for Lost or Stolen Property:** 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 hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that User may sustain as a result of this Agreement. User further agrees to waive and release the District from any and all losses, claims, suits or judgments or damages that User might sustain as a result of any and all activities connected with or associated with this Agreement.
32. **Indemnification:** To the fullest extent permitted by law, User shall indemnify and hold harmless the District, its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from User's use and occupancy of the Facility, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the User, anyone directly or indirectly employed by User or anyone for whose

acts any of them may be liable including but not limited to any person occupying the Facility by, under or through User, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The User shall similarly protect, indemnify, and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of User's breach of any of its obligations under, or User's default of, any provision of this Agreement.

33. **Insurance:** The approving Supervisor will inform the User if insurance is required for an activity or an event; however, User remains financially responsible for any liability or property damage cause by the activities of the rental. In the event insurance is required, the User shall procure and maintain at all times relevant hereto, commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and a general aggregate limit of at least \$1,000,000. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Facility use activity. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, personal injury, including death, property damage and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and liability arising from the indemnity provisions of this Agreement. The District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. 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.
- 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.
 - 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.
 - User's insurer shall agree to waive all rights of subrogation against the District.
 - Before this Agreement goes into effect, User shall deliver to the District a Certificate of Insurance satisfactory to the District. Failure to provide the required Certificate of Insurance will be treated as a User Cancellation and may result in losing all or a portion of Security Deposit.
34. **Food Permits:** A Facility supervisor will inform User if food permits are required for User's requested use. Food permits must be obtained from the Lake County Health Department. User shall be solely responsible to obtain and pay for any and all permits required in connection with its use of the Facility, including but not limited to, food permits.
35. **User Responsibility of COVID-19 Agreement:** User hereby agrees and has attested to receiving the Illinois Department of Public Health Guidelines for Waukegan Park District Rental Holders. The notice form is to ensure the User is in compliance with the Illinois Department of Public Health guidelines for the health of the User and attendees.

To alter this Agreement User(s) must make changes in person in order to initial revisions. Changes to this Agreement cannot be guaranteed with less than one week's notice. Deposit is returned 7-10 business days after rental or cancellation, as long as rules and regulations were adhered too. There are NO cash refunds. Only check or credit card refunds are issued.

My signature indicates that I am twenty-one years of age, have read, fully understand and will abide by the Terms and Conditions of this Agreement, and I will take responsibility for the conduct of my party. I understand that the District reserves the right to cancel, revoke, or modify this Agreement at any time and for any reason. I understand that there is no guarantee of facility use until, remainder of fees paid, and any other required paperwork is submitted.

User Signature: _____ Date: _____

Supervisor Approving use _____ Date: _____