WAUKEGAN PARK DISTRICT

Established 1916

WAUKEGAN PARK DISTRICT

Facility Use Agreement Athletic Outdoor Courts

1. Organization Making Request _____
2. Today's Date _____
3. Contact Person/Responsible Party_____
4. Address_____
5. City _____ State_____ Zip _____
6. Cell #_____ Alternate# _____
7. Email _____
8. Facility Requested _____
   (i.e., Arbor Park Basketball Court, Bevier Park Pickleball Court, Rose Park Tennis Court)
9. # of Courts requested_____
10. Requested Rental Date(s)_____
11. Sport or activity being played_____
12. Estimated Attendance_____
    **Court rentals with more than 25 people are required to also apply for and obtain a park permit (additional fees apply) Contact Bryant Brown at 847-360-4756 or bbrown@waukeganparks.org.*
13. Start Time _____am/pm End Time _____am/pm
14. Will a particular set-up or equipment be needed from the District for your request?

    _____

    _____

15. Will you be bringing any additional equipment on site such as tents, decorations, utility carts, etc.?

    _____

    _____

Please read before signing.
For the purpose of this agreement, the following terms will be used:
Facility – will refer to the Facility being requested as stated above
District – will refer to the Waukegan Park District
Renter – will refer to the Contact Person/Responsible Party and Organization stated above
Rental Group – will refer to all individuals associated with the rental including, but not limited to,player, coaches, officials, trainers, and spectators

It is understood that completing and signing this agreement is a **request.** At the time it is approved and required fees are paid, this request becomes a contractual agreement between the District and the Renter. Requests must be received 21 days prior to rental date requested unless otherwise approved and will be reviewed within 3-5 business days of being received. No deposit or payment will be accepted with this form.

Payment, as determined by the District's approving supervisor, must be submitted by the date indicated on the Approved Permit. Failure to submit payment by date requested will make this request null and void and may result in loss of time slot.

The submission of an application is NOT a guarantee of availability or approval. All applications are processed as identified in the *Athletic Outdoor Court Rates & Fees, Usage Procedures, and Rules*. Applications will be reviewed based on District policy, as well as facility and staff availability. The District reserves the right to deny any rental which is deemed inappropriate or is not in the best interest of the District and the community it serves.

By signing this agreement, Renter acknowledges understanding of the District's *Athletic Outdoor Court Rates & Fees, Usage Procedures, and Rules* and agrees to adhere to them. This includes:

- Cancellations by Renter and Available Refunds
- District's Right to Postpone or Cancel
- Insurance requirements that must be met prior to use

Renter agrees to make Rental Group aware of the *Athletic Outdoor Court Rules and Regulations* associated with the use of the Facility. Renter shall be responsible for ensuring that all individuals associated with the Rental Group comply with all applicable rules and regulations governing District facilities. Any non-compliance of said rules and regulations may result in the individual or the entire Rental Group being asked to leave per the discretion of the District.

Renter agrees that the Responsible Party or another authorized representative of the organization, over the age of 21, will remain on the premises for the duration of the rental. The Renter is solely responsible for providing any and all supervision at all times during Renter's use of Facility, including, but not limited to, the identified Facility space, and all common areas.

Renter 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. Renter is solely responsible for determining whether the Facility is safe, appropriate, and/or compatible for Renter's intended use.

Renter is solely responsible for and will pay for any damage beyond normal wear and tear to District property arising out of the use of the Facility pursuant to this Agreement.

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.

Renter shall not advertise or represent its activities as a District program or joint program.
The Individual stated on the Application as the Responsible Party must be 21 years of age. The Responsible Party and Organization are jointly and severally liable for all actions of the Renter.

To the fullest extent permitted by law, Renter 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 Renter'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 act or omission of the Renter, anyone directly or indirectly employed by Renter 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 Renter, regardless if Renter has provided authorization to occupy the Facility, 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 Renter 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 Renter's breach of any of its obligations under, or Renter's default of, any provision of this Agreement.

Renter remains financially responsible for any liability or property damage caused by the activities of the rental. The Renter shall provide and maintain at its own cost, insurance coverage as outlined in the Athletic Outdoor Court Usage Procedures, Rules, and Rates. Any lack of or deficiencies in insurance coverage by Renter shall not be construed as a waiver of the Renter's obligations or financial responsibility for any claims, damages, losses, and expenses, including but not limited to legal fees, as described in the Indemnification and Hold Harmless above. The District will not in any way defend the Renter in matters of liability. Before this Agreement goes into effect, Renter 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 Breech of Agreement by Renter.

_____	_____
Printed Name of Responsible Party	Signature of Responsible Party
_____	_____
Date of Signature	Title/Office (if applicable)

Please sign and return this Rental Application and Agreement to:

Waukegan Park District
Attn: Bryant Brown
2211 Ernie Kruger Circle
Waukegan, IL 60085
Phone: 847.360.4756
E-mail: bbrown@waukeganparks.org

APPROVED PERMIT

(to be completed by Waukegan Park District)

The courts listed below are approved for use during the listed times as of ____/____/_____

Permit Preparer _____ **Title**_____

Printed Name _____ **Phone Number**_____

☐ **Approved** ☐ **Denied**

Court(s): _____

Times: _____

Estimated Cost: _____

Deposit: _____

Final Cost: _____

Payment Owed: _____ **Date Payment is Due:** _____

Date Paid: _____

Permit Holder is responsible for: ☐ **securing facility after use** ☐ **turning off lights**

Remarks: _____

_____

_____

Beginning May 1, 2026, a 3% service fee will be applied to payments made using credit or debit cards for all purchases, program enrollments, online registrations or payments, and automatic monthly billing.

Athletic Outdoor Court Rates & Fees,
Usage Procedures, and Rules

The Waukegan Park District offers a variety of athletic outdoor courts for rental for basketball, tennis, pickleball, bocce ball and volleyball at different parks. Below is a list of athletic outdoor courts available for rental in the event exclusive use would like to be reserved for tournaments, games, or practices. Courts could be reserved for other sports, such as badminton or dodgeball, so please note that on your rental application.

Court Rates and Fees

Basketball Courts

Court Locations	Size of Courts	Fees
Arbor Park	1 Half Court	$25/hr.
Bedrosian Park	1 Full Court	$45/hr.
Ben Diamond Park	1 Half Court	$25/hr.
Bevier Park	2 Full Courts	$45/hr.
Dugdale	1 Half Court	$25/hr.
Clearview Park	1 Full Court	$45/hr.
Rose Park	2 Full Courts	$45/hr.
Country Lane Park	1 Half Court	$25/hr.
King Park	1 Half Court	$25/hr.
Kirk Park	2 Half Courts	$25/hr.
Plonien Park	1 Half Court	$25/hr.
Rudd Farm Park	1 Half Court	$25/hr.
Woodard Park	1 Half Court	$25/hr.

Tennis Courts

Court Locations	Type of Courts	Fees
Ben Diamond Park	2 Tennis Courts	$25/hr.
Bevier Park	2 Tennis Courts	$25/hr.
Upton Park	2 Tennis Courts	$25/hr.
Rose	1 Tennis Court	$25/hr.

Pickleball Courts

Court Locations	Type of Courts	Fees
Bevier Park	6 Pickleball Courts	$25/hr.
Rose Park	4 Pickleball Courts	$25.hr.

Tennis Courts with Painted Pickleball Lines

Court Locations	Type of Courts	Fees
Rudd Farm Park	1 Tennis/Pickleball Court	$25/hr.
Serenity Park	1 Tennis/Pickleball Court	$25/hr.

Bocce Ball Courts

Court Locations	Type of Courts	Fees
Rose Park	4 Bocce Courts	$25/hr.

Sand Volleyball Courts

Court Locations	Type of Courts	Fees
Rose Park	2 Sand Volleyball Courts	$25/hr.
Serenity Park	1 Sand Volleyball Court	$25/hr.

Special Event

Waukegan Park District may require additional permission, permits, fees, and security deposits in some cases. The Park District reserves the right to increase the fee based on the nature of the activity. Police coverage, trash, storage, etc. may be an additional charge which can be determined by the Waukegan Park District staff. Gatherings of more than 25 people require a Park Permit and additional fees. Contact Parks Services Supervisor by phone at 847.360.4756 or email to bbrown@waukeganparks.org for Park Permit questions or requests.

Outdoor Court Usage Procedures

Availability of Outdoor Court for Scheduled Use

Court availability is based on the user priority list, court conditions, and weather.
Monday – Sunday availability:

- 9a-Sunset

Scheduling Procedures

The court availability season is from April 1 until October 31 each year.

After the Waukegan Park District's outdoor court use have been scheduled for the season, all open time slots will be available for rental.
Reservation requests will be accepted by phone at 847.360.4756, or email to bbrown@waukeganparks.org.
An Agreement must be on file and court request submitted in writing for a court use to be considered.

The Waukegan Park District does not take verbal requests for outdoor court rentals. Outdoor court requests will not be accepted or considered from any group with outstanding fees owed to the Waukegan Park District.

After outdoor court requests are approved, payment must be made in full by the stated date to secure requested outdoor court use. If the Renter does not commit to the rental, by making their full payment, the time slot(s) may be distributed to other renters. Rental requests from Rental Groups are determined on a first-come, first-served basis. Changes to scheduled rental or practice times can be approved only by the Athletics Specialist.

After the outdoor court request is reviewed and approved, an outdoor court permit will be issued to the Renter. This permit should be in the possession of the Rental Group on-site contact during the time of the rental and is to be used as on-site notification of rental.

Cancellations by Renters and Available Refunds

A. For rentals cancelled 90 business days or more in advance, 90% of fees paid will be refunded.
B. For rentals cancelled 30 to 89 business days in advance, 50% of fees paid will be refunded.
C. Refunds will not be granted for rentals that are cancelled less than 30 business days before the rental date or if the rental is cancelled after it has started.

District's Right to Postpone or Cancel

If for any reason the Facility is unusable (i.e., power outages, flooding, fire) the District will make every attempt to contact Renter immediately. If District cannot accommodate the rental as the Agreement states, and Renter and District cannot agree to a reasonable alternate accommodation, the District will cancel the rental and a refund will be issued based on hours used.

The District reserves the right to postpone or cancel any event or to restrict access to the outdoor courts at any time and for any reason, at its sole discretion, including but not limited to reasons of emergency, severe weather, vandalism, inappropriate behavior, poor playing conditions or damage that could cause safety concerns. The District will make every effort to allow the play of games especially for tournaments and events that have no rain date options.

If the District cancels prior to play beginning for reasons the Renter has no control over, and a reschedule is not possible, a full refund will be made. Once play begins, a refund is not available.

The District reserves the right to cancel this Agreement at any time for any reason, at its sole discretion. Refunds will be available based on the criteria above under Cancellations by Renter. A decision to cancel this Agreement by the District is unappealable.

Insurance

The Waukegan Park District requires all Renters to provide a certificate of liability insurance. Failure to provide a certificate of liability satisfying the insurance requirements two business days prior to outdoor court use will result in a forfeiture of outdoor court and all fees.

Renter remains financially responsible for any liability or property damage cause by the activities of the rental. Renter 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, volunteers, personal injury, including death, property damage and advertising injury, athletic participation, 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.

If using contractors, the Renter shall include all contractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverage for contractors shall be subject to all of the requirements stated herein. It is the Renter's sole responsibility to ensure that all contractors have secured certificates of insurance and endorsements which are compliant with the requirements set forth in this agreement. Renter must provide proof of such insurance if requested and have contractor complete a Third-Party Contractor 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 Renter 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. Athletic participation must not be excluded.
- Renter's insurance shall be primary insurance as respects the District. Any insurance or self-insurance maintained by the District shall be in excess of Renter's insurance and shall not contribute with it.
- Renter's insurer shall agree to waive all rights of subrogation against the District.
- Before this Agreement goes into effect, Renter 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 Renter's Cancelation and may result in losing all or a portion of fees paid.

Athletic Outdoor Court Rules and Regulations

A. The Waukegan Park District will give Renters a permit to show authorization to use the court(s). Permit is not valid if games are cancelled by District or Renter for any reason.
B. Court use is limited to the specified times as noted on the permit, if warm-up time is needed then that must be included in the rental. Courts will not open for play or warm up until 30 minutes before the first scheduled game.
C. Permits may be revoked if there is failure to follow district regulations or for other reasons determined by, and at sole direction of, the District.
D. Personal/group training, or athletic classes of any type, is not allowed on outdoor courts. Any trainer or participant found to be in violation of this policy will have their facility use suspended.
E. Alcoholic beverages are prohibited in all parks including outdoor courts and parking lots.
F. Rental Group at any facility may cater after obtaining proper approval from District.
G. All accidents, breakage, or loss must be reported to the District's on-site supervisor or the Athletic Specialist.
H. Any maintenance issues should be reported to the District's on-site supervisor or the Athletic Specialist at the Hinkston Park Field House Spots Fitness and Aquatic Center (contact information on application).
I. The District is responsible for preparing athletic outdoor courts and will supply basketball rims, tennis/pickleball nets, and volleyball nets. No District equipment or property shall be removed from the premises without prior written permission from the District.
J. The Rental Group supply's its own balls & equipment. Approval for the use of special equipment, such as a sound system or decorations must be requested in writing and be pre-approved before use; additional permits or insurance may apply. Clearview Park is a designated quiet park, and no amplified sound/music is allowed.
K. The Rental Groups must clean up all trash generated from their rental and place it in the appropriate receptacle containers. If recycle containers are available, please use.
L. No painting of the outdoor court is permitted. Any special markings to outdoor courts may increase rental fees. Including court size changes and additional court layouts or setup.
M. The District will have Site Supervisors checking on outdoor courts. The Rental Groups must have an identifiable representative, over the age of 21, on site for the duration of the rental, that the District Site Supervisor can talk to about any problems or concerns.

N. Rental Groups who are given keys to facilities and are responsible for opening and closing the facility must ensure the facility is locked and secured prior to vacating the facility which can include securing gates, doors, locks, and turning off court lights. Failure to do so may result in non-refundable cancelation of outdoor court use for the remainder of the season. Renter may be responsible for the cost of additional lighting or repairs for vandalism that resulted because of their rental. Renter may also be subject to fees associated with District keys that were lost.

O. Vending/Selling is prohibited in all parks including the outdoor courts and parking lots. Only Waukegan Park District permitted vendors are allowed.

P. Use of Contractors or Vendors: Any use of contractors or vendors on site during the rental must be disclosed by providing a list, including names, contact information, and services/goods to be offered by the contractor or vendor no later than 21 days prior to rental. If a Third-Party Contractor or Vendor Agreement is required, District staff will provide the necessary paperwork. Paperwork must be completed by each contractor or vendor, and the contractor or vendor must also submit any required certificates of insurance or other documents requested prior to being approved. User is responsible for submitting all contractor or vendor paperwork no less than 10 days prior to rental in order for them to be approved. No contractor or vendor shall be allowed to participate in the event if they are not provided on list to the Park District or if they have not completed and submitted the requested paperwork within the specified time frames. Failure to comply with these requirements may result in non-approval of that activity. User agrees to indemnify and hold harmless the District from any actions or inactions by contractors or vendors regardless if the contractor or vendor was disclosed to the District and/or if a third-party contractor of vendor agreement has been submitted. It is the sole responsibility of the User to ensure that a third-party contractor or vendor is approved.
(ATTACH ADDITIONAL PAGE IF NEEDED)

ARE YOU PAYING THEM? Y OR N	CONTRACTOR OR VENDOR COMPANY NAME	COMPANY E-MAIL	COMPANY PHONE NUMBER	GOOD OR SERVICE PROVIDING/SELLING

Q. If additional dates or times are needed to reschedule activities, pre-approval by the District is required.

R. Automobiles shall be parked only in designated areas. Driveways and entrances must be clear at all times. The posted speed limit must be observed. No parking on the grass. Violators may be ticketed or towed at the owner's expense. Drivers are parking at their own risk of vehicle damage due to an errant ball or object, even if parked in designated areas.

S. Loudspeakers and public address instruments are prohibited without Waukegan Park District permission.

T. The District does not assume any liability or responsibility for property damaged, lost, or stolen on District premises or for personal injuries sustained on the premises during rental of Facility.

U. The Renter must provide the District a contact person and phone number who can be notified of facility use cancellations. The contact person will be notified by phone.

V. No pets allowed on the athletic outdoor courts.

W. Moving of equipment or bleachers is not allowed. This must be requested on an outdoor court request form seven days prior to rental or usage.

X. Each Renter needs to designate a Responsible Party for all outdoor court rentals, to inform team coaches, representatives and players about District rules and regulations. The Responsible Party is asked to report any problems with court conditions, equipment, or lights to the District contact.

Y. Rental Groups should leave the court and suspend ALL outdoor activities if lightning is observed, or thunder is audible. Everyone should immediately seek shelter in a building or automobile and remain in shelter until twenty (20) minutes following the last sign of thunder or lightning.

Z. The District reserves the right to cancel any event or to restrict access to the courts due to an emergency, severe weather, vandalism, inappropriate behavior, poor playing conditions or damage that could cause safety concerns.

AA. Federal, state, county, and local laws, rules, and regulations shall be adhered to by Rental Group. The District's ordinance found on their website, all rules and regulations listed here, and any rules posted at the Facility shall be adhered to by Rental Group. Non-compliance may result in consequences up to expulsion from District Facility.

The Waukegan Park District is not responsible for any personal property loss or damage to vehicles. The Waukegan Park District reserves the right to terminate its permit if regulations and/or rules are not followed.