WAUKEGAN PARK DISTRICT
FIELD HOUSE
SPORTS, FITNESS & AQUATICS CENTER
AT HINKSTON PARK

FACILITY USE AGREEMENT

The completion and signing of this document by User is a **request** to use a portion of the Waukegan Park District ("District") Field House Sports, Fitness & Aquatics Center at Hinkston Park (the "Facility") until it is approved and required fees are paid. Once approved and required fees are paid, this request becomes a **contractual Agreement** ("Agreement")**.** 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 availability. 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".

1. ORGANIZATION: _____TODAY'S DATE:_____/_/____TODAY'S TIME: ___: _____ AM

2. USERNAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DAY PHONE : _____ _____ EVENING PHONE: _____

DRIVERS LICENSE NUMBER: _____ STATE: _____

3. FACILITY: (PLEASE CHECK BELOW)

Facility

- ☐ Meeting Room A (30 cap.)
- ☐ Meeting Room B (30 cap.)
- ☐ Meeting Room A&B (60 cap.)
- ☐ Multi-Purpose Room (40 cap.)
- ☐ Athletic Courts #_____
- ☐ Other: _____

Birthday Party Package

☐ Splashin' Pool Party (3-hour party)

☐ 12:00p-3:00p ☐ 3:30p-6:30p

- $225 for a three-hour party with 10 children or less
- $10 per additional child
- Package includes Multi-Purpose Room, Main Pool, and Kiddie Pool
- Therapy Pool is not available for Birthday Parties
- Guests must bring their own towels

☐ Jammin' Gym Party (3-hour party)

- Gym time (one court)
- Meeting room included
- 10 kids or less $225 Additional children $10 per child
- Party must provide their own balls or may rent basketballs (if available) from the front desk with an ID card.

Additional needs (flat rate with room use)

- ☐ Podium
- ☐ TV
- ☐ American Flag
- ☐ Sports Equipment: _____
- ☐ Other: _____

Aquatics Center Rental Only:

- ☐ Main Pool (1 lane) approx. 80-82° temperature
- ☐ Main Pool (4 lanes) approx. 80-82° temperature
- ☐ Camp Rental*

No Therapy Pool
No refunds
Limited to open space

_____ How many under 7 years

_____ How many 7-9 years

_____ How many 10-12 years

_____ How many 13-20 years

_____ How many chaperones 21+ years

_____ Total people

(Chaperones must be 21 of age & over and comply with ratios identified in #18 on the back.)

Created by Recreation, Recreation Supervisor- Field House
Amended 05/01/2010, 05/22/2012, 07/01/2013, 10/15/2013, 2/6/14, 11/2/16, 5/2/19, 5/6/19, 9/5/19, 10/22/20, 4/13/2026

4. USE DATE(S): _____ ESTIMATED ATTENDANCE: _____

5. ARRIVAL TIME: _____ PM DEPARTURE TIME: _____ AM (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 AGREEMENT CARFULLY BEFORE SIGNING: A Signature on page three 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.
2. **Security Deposit:** A security deposit ("Deposit") must be submitted at time of approval for use of each space: $150 for meeting rooms A&B, $100 for all others. A $1,500 Deposit must be submitted for tournaments or any other use that requires User to occupy three or more courts simultaneously. User 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 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 years of age and present at site for the entire time Facility is being used.
5. **Fees:** All fees must be paid IN FULL 30 days prior to the Facility use date or it will be canceled, and Deposit will not be refunded. Any monthly, 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. 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.
6. **User Responsibility for Additional Costs:** 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.)
7. **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.
8. **User Cancellation:** Cancellation of this Agreement by the User thirty 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 days notice of the use date unless otherwise determined by the approving supervisor and noted in the Office Use section of this Agreement.
9. **District Cancellation:** The District reserves the right to cancel this Agreement if User breaches the Agreement in any manner. If Facility use is cancelled due to User's breach of this Agreement more than thirty days before the use date the District will retain the Deposit. If User breaches the Agreement thirty days or less prior to the use date, the District will retain all monies paid to District by User and shall have the right to pursue any and all legal and equitable remedies.
10. **Event/Tournament Cancellation**: The fee of $5,120 will be due if a reservation is canceled by the User with less than ninety days' notice of the use date unless otherwise determined by the approving supervisor and noted in the Office Use section of this Agreement.
11. **Facility Unusable for User's Purpose:** If for any reason the Facility is unusable (i.e. power outages, flooding, fire) the District will make every attempt to contact User immediately. If the District cannot accommodate the User's use and the District cancels this Agreement solely as a result of said circumstances, User will be fully refunded.
12. **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.
13. **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.
14. **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.
15. Clean**-up:** The building and equipment must be cleaned and put in order by the User before leaving (i.e. tables, floors, warming kitchen, sports equipment). All garbage must be removed by the User and taken to the outside dumpster.
16. **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.
17. **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.
18. **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 of $67 per hour fee.
19. **Equipment Use:** 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.
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.

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22. **Special Effects:** 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 Deposit will not be returned.
23. **Facility Use oversight:** The District's front desk staff shall oversee Facility use during normal operating hours. This person may but is not required to remind the User when half (½) an hour is left in the Agreement (for cleanup purposes). 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.
26. **Conduct of Guest 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. 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.
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 check 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 of 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.
    i. 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.
    ii. 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.
    iii. User's insurer shall agree to waive all rights of subrogation against the District.
    iv. 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 Cancelation and may result in losing all or a portion of Security Deposit.
34. **User Responsibility of COVID-19 Agreement:** User hereby agrees and has attested to receiving the Illinois Department of Public Health Guidelines for Rental Holders of the Field House Sports, Fitness & Aquatics Center. 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.
35. **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.
36. **Use of Contractors or Vendors:** [TB11.1] 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.

Are you paying them? Y or N	Contractor or Vendor Company Name	Company E-Mail	Company phone number	Good or service providing/selling

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 and I will take responsibility for the conduct of my party. I understand the District reserves the right to cancel, revoke, or modify this Agreement at any time and for any reason. **I understand that this is only a request and there is no guarantee of facility use until approval has been given, remainder of fees paid, and any other required paperwork submitted.**

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 = $_____

Multi-Purpose Room Use $_____/hr **X** _____ of Hours = $_____

Birthday Party Packages:

____ Splashin' Pool Party 10 kids or less $225 Additional children ____ **X** $10/child = $_____

____ Jammin' Gym Party 10 kids or less $225 Additional children ____ **X** $10/child = $_____

Aquatic Center:

____Main Pool (1 lane) $_____/hr **X** _____# of Hours = $_____

____Main Pool (4 lanes) $_____/hr **X** _____# of Hours = $_____

____ Camp Rental $_____/Child **X**_____# of Children = $ _____

Police Fee $67 **X** _____hrs = $ _____

Additional Fees: _____ = $ _____

Deposit needed by: ____ /_____/____ = $ _____

Estimated Balance: = $ _____

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

Certificate of Insurance Required: YES If yes, it must be furnished by: ____ /_____/____

Food Permits Required: YES If yes, it must be furnished by: ____/____/____

Other: _____

_____

_____

Supervisor Approving Facility Use: _____Date:_____

Approved or Denied On: ____ /_____/____ Deposit paid on: ____ /____/____

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