

FOX VALLEY PARK DISTRICT

Facility Rental Agreement



101 W. Illinois Ave., Aurora, IL 60506 • Phone: 630-897-0516 • Fax: 630-897-6896 • foxvalleyparkdistrict.org

PLEASE READ ALL ITEMS BELOW THOROUGHLY BEFORE SIGNING AND DATING THE DOCUMENT

I have received and read the Fox Valley Park District Rental Regulations for the facility(ies) I have requested and agree to and will abide by the rules and regulations before, during and after the event.

I understand that I must be 19 years or older to be the responsible party for this rental and that I must be present for the duration of the rental.

I understand that the Fox Valley Park District reserves the right to approve or deny any rental request and to cancel or move any scheduled event without liability.

I understand that a \$100 room rental deposit is required at the time of the rental booking. If renting adjoining rooms, each adjoining room is an additional \$50 deposit. I understand that I shall forfeit this deposit if I fail to meet the conditions of the Facility Rental Regulations.

I understand that I must pay my rental balance in full at least 2 weeks prior to rental date, or my rental may be cancelled and my \$100 deposit withheld.

I understand that cancellations must be submitted in writing to the Facility Manager, by the person who signed the contract, at least 30 days prior to event in order to receive a deposit refund (minus \$5 service charge) and that refunds will not be granted to cancellations made less than 30 days before event.

I understand that I shall be liable for any and all costs for services already performed that are associated with this request, including reasonable attorney/legal fees, if necessary.

I understand that I am responsible to see that all activities are properly controlled and supervised and for the conduct of all guests attending the event as outlined in the Facility Rental Regulations, and that conduct breaches may result in financial penalties.

I understand that I may be asked to reduce noise levels. If compliance is not met, renter violates agreement of contract and may be asked to leave and lose future rental privileges and deposit.

I understand that I must have approval from the Facility Manager for the use of amplified music and obtain the necessary permit required.

I understand that I may be asked to reduce the music level if too loud. Music played must be language and subject matter appropriate for use at a community center (no bad language lyrics). If MOD finds selection inappropriate you will be asked to make another music selection.

I understand that I must have approval from the Facility Manager for the use of candles.

I understand that inflatable rides such as Moon Jumps can only be used if using a FVPD approved vendor.

I agree to leave and make sure all guests have departed by the designated end of event and that failure to comply with timely departure will incur forfeit of deposit. I also agree to make sure all vendors have departed by the designated end of event and that failure to comply with timely departure will incur forfeit of deposit. This includes vendors for food and alcohol, inflatable vendors, musicians – bands – DJs.

I understand the clean up duties that are required of me include returning the room to the same condition in which it was found at the beginning of the event and that failure to meet these duties may forfeit deposit.

I understand that the consumption of alcohol is prohibited on all Fox Valley Park District property without the proper permits and that smoking is prohibited inside all park district facilities.

I understand rice, confetti, glitter or similar materials are not allowed inside or outside the facility at anytime. Birdseed may be used outside.

I understand balloons with helium need to be weighted down so they don't go up to the ceiling.

I understand a permit is needed for:

- All live music or amplified sound.
- Event where alcohol beverages are consumed.
- Any activity that a fee is charged for parking or participation.
- Event that makes use of mechanical or inflatable amusement device.
- Distribution of food and or beverage for a fee or fundraiser.
- Event where lighted candles will be used.

Batting cages only: I have received and understand the rules of the batting cages.

I HAVE READ THE ABOVE AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH IN THE FACILITY RENTAL AGREEMENT, AND THAT FAILURE TO ADHERE TO THESE REGULATIONS WILL INCUR FINANCIAL PENALTIES AND POSSIBLE LEGAL ACTION. I certify that all the information above is accurate and correct. I have read the Facility Rental Regulations pertaining to the use of Fox Valley Park District facilities and will (1) be responsible for all injuries caused by such use, (2) adhere to the rental hours agreed to through the signed contract and (3) reimburse the Fox Valley Park District for all loss or damage to FVPD equipment/property caused by such use. In consideration of participation as specified at the location requested, for the date(s) and time(s) requested, I do hereby release and hold harmless the Fox Valley Park District from any and all liability or claims for damage or injury to person or property of the undersigned due to permittee's use of said facility(ies), by reason of any act or omission by the Fox Valley Park District or any of its officers, agents or employees or the condition of its property.

ACKNOWLEDGEMENT OF RENTAL AGREEMENT

PRINT NAME OF RESPONSIBLE PARTY

SIGNATURE OF RESPONSIBLE PARTY

DATE _____

STAFF SIGNATURE

DATE _____

OFFICE USE ONLY

RECEIVED BY: _____

- Deposit Received
- Contract Signed
- Final Payment Received

FOX VALLEY PARK DISTRICT
Waiver of Liability



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WAIVER OF LIABILITY AND RELEASE OF CLAIMS

For consideration of use of Fox Valley Park District property for a special use event, I recognize and acknowledge that there may be certain risks of personal injury and property loss arising from the event and I agree to assume the full risk of any injuries, including death, loss or damage of property from conducting the event.

I agree to waive and relinquish all claims I may have as a result of hosting the event.

I do hereby fully release and discharge the Fox Valley Park District and its Commissioners, agents, servants and employees from any and all claims from injuries, including death, damage or loss which may occur to participants through activities of conducting the event.

District reserves the right to require certificate of insurance for any event that increases the district's liability. If required the User shall provide a certificate of insurance verifying \$1,000,000 minimum general liability insurance naming the District as an additional insured, accompanied by a properly executed additional insured endorsement using CG 2011 or equivalent, and specifying the dates(s) and nature of the event no later than twenty-one (21) days prior to the event. If alcoholic beverages are being served or consumed, User must also provide proof of Dram Shop and Liquor Liability insurance. User's insurance shall be primary insurance as respects the District. Any insurance or self-insurance maintained by the District shall be 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.

District does not assume any liability for property damaged, 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 judgement or damages that user might sustain as a result of any and all activities connected with or associated with this Agreement.

I have read and fully understand the above details and Waiver and Release of all claims.

PRINT NAME OF RESPONSIBLE PARTY

SIGNATURE OF RESPONSIBLE PARTY

NAME OF ORGANIZATION (IF APPLICABLE)

DATE

OFFICE USE ONLY

RECEIVED BY: _____

Deposit Received

Contract Signed

Final Payment Received

STAFF SIGNATURE: _____ **DATE:** _____