

Fox Valley Park District

Commercial Use of Parks

License Application

All licenses are subject to compliance with all applicable Park District ordinances, conditions and requirements (copies available at foxvalleyparkdistrict.org or at Fox Valley Park District registration desks). Commercial Use License requests must be made a minimum of 30 days in advance of the first requested park use date. The District shall have at least 10 business day after receiving a license request to review the application. The District reserves the right to take additional time to review any application. The District also reserves the right to approve or deny applications based on capacity and scheduling priorities and may not approve applications if the intended use competes or otherwise conflicts with District offerings. Submission of an application does not constitute license approval.

Commercial Contact Information

Name of Organization/Individual ("Applicant" or "Commercial User"): _____

Primary contact: _____ Email: _____

Street address: _____

City: _____ ZIP: _____

Cell phone number: _____ Home phone number: _____

Park(s) requested: _____ Location(s) within park requested: _____

Commercial use date(s): _____

Commercial use start time (includes set up): _____ a.m./p.m. End time (includes take down): _____ a.m./p.m.

Type of services provided: Program Clinic Camp Special Event Other

Describe in detail the type of Commercial Use that will occur and how it will be advertised (instruction, product/merchandise sales, etc.): _____

Describe in detail how the park space, park equipment, and/or trail will be used: _____

The following attachments must be submitted to the Fox Valley Park District at the time of application:

- Certificate of Insurance (naming the Fox Valley Park District as Additional Insured)
- Health Department License

License number: _____ Expiration date: _____

License Fees

Instruction and Non-Food & Beverage Sales \$50/month or \$300 annual permit
Event Food & Beverage Sales \$250/month or \$1,000 for an annual permit

Note: Permit fees may be waived if the applicants conducting business in support of an event/rental that has been permitted within the park (i.e. park rentals, community events, etc.)

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Acknowledgement of Application Policy

Permittee agrees to follow and adhere to the rules and regulations of the Fox Valley Park District, as well as applicable local, county, state and federal laws. Vendor will be required to have the appropriate health licenses and insurance coverage. Please attach certificate of insurance (minimum \$1,000,000 general liability) with your applications. All certificates of insurance need to name the Fox Valley Park District as additional insured. If required, also attach a copy of appropriate health department licenses / permits.

Vendors who excavate or drive equipment into the ground, by Illinois law you must call the Illinois One-Call System at least 48 hours in advance before you start working. The system will then notify ComEd and other utilities of your project and give each an opportunity to locate their facilities for you. You must call 811 before you began any digging project. If you don't call and you hit an underground line, you could be hurt or killed. You may be held liable for damages. For more information visit www.call811.com.

Fox Valley Park District reserves the right to terminate this permit if: 1) applicant misrepresents, falsifies, or withholds information, 2) requirements, restrictions, terms and conditions or rules pertaining to this permit or any Fox Valley Park District ordinances are violated. Fox Valley Park District shall not be liable at any time or loss, damages or injury to person or property. Applicant and/or organization agree to hold harmless the Fox Valley Park District, its Trustees, Officers, Agents, Volunteers, Attorneys and Employees from any and all losses, claims expenses, costs and damages.

SIGNATURE _____

DATE _____

Attachments: certificates of insurance, health department licenses (if applicable)

Commercial Use Rules & Regulations

1. The Fox Valley Park District reserves the right to approve or deny applications based on capacity and scheduling priorities and may not approve applications if the intended use competes or otherwise conflicts with District offerings.
2. Commercial Use Licenses for instruction are limited to a maximum of 3 days per week, for up to 2 hours each day.
3. Group instruction/classes may not exceed 20 participants at one time without prior written approval from the District. Team use of parks by athletic organizations for practices and games are subject to the policies and procedures within the Fox Valley Park District Athletic Field & Diamond Rental Guidelines for allocation & usage and does not require submittal of an application for a Commercial Use License.
4. Group or private instruction on District tennis, basketball, or volleyball courts is prohibited and no license will be issued for the same.
5. Licenses allow use of a designated area of a specified park to conduct commercial business. If the intended use of the park is for photography, the applicant must submit a Photography Permit Application. Use of areas not specified in the license is prohibited.
6. Commercial Use may only occur during the dates and times specified in the license. Applicant may not use parks that have been closed by the District.
7. Park equipment shall be used in accordance with its intended purpose. Any damage caused as a result of misuse will be charged to the Commercial User. Note: playground equipment, picnic tables, fences, trees, signs, public art, light poles, etc. are not within the scope of any permit and shall not be used by the Commercial User.
8. The Commercial User may not bring equipment to park(s) that could damage the park, trail, or pose a hazard to the general public. These items include, but are not limited to, the following: tractor tires, kettle bells, cables or railroad ties or other heavy equipment which may impact or damage the park or trail, or Martial art weapons or targets of any kind. Special use of any of these items requires prior written approval from the District. Where the Commercial User is permitted to use amplification equipment, the Commercial User shall nevertheless not use amplification so as to cause a nuisance. Commercial User shall also leave the licensed area in as good a condition as existed prior to commencement of the use.
9. Commercial User may not store equipment within any park without prior written approval from the District.
10. Commercial User must have an approved Fox Valley Park District Commercial Use License prior to using a park. Commercial Users with an approved license are required to have the license with them at all times when conducting business on District property. Inability to provide a current and valid license will result in a fine and loss of commercial use privileges.
11. Motor vehicles may only be operated on roadways and in parking areas. Vehicles are not allowed on lawns or park interiors. An approved license does not exempt Commercial User from this policy.
12. Commercial User must obtain a County Health Department Permit from the County where food & beverage sales will occur. A copy of the Health Department Permit must be submitted to the District at the time of application. (Required for food and beverage sales only.)
13. Commercial Users approved to serve an event/ rental may only serve the event/rental that the Commercial User was hired to support.
14. Commercial User is responsible for cleanup of any trash or debris generated by the operation.
15. Sale of products in glass containers is prohibited.
16. Commercial User must obtain insurance for the limits outlined below. A certificate of insurance verifying coverage and naming the Fox Valley Park District as additional insured must be submitted to the District at the time of application.
17. Commercial User will adhere to all Federal, State, County, City and Park District rules, regulations, and ordinances. Commercial User shall be responsible for the Commercial User's employees, agents, customers, and/or clients use of the park pursuant to the license issued and shall advise same of the applicable rules, regulations, and ordinances.
18. If the Commercial Use requires reserved use of a District Athletic Field/Diamond, all applicable field rental and light fees apply in addition to the Commercial Use license fee.
19. Approved Commercial Users will be required to pay a monthly or annual license fee and enter into a License Agreement for Commercial Use of a park.
20. License fees are non-refundable.

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Indemnification and Hold Harmless: Commercial User agrees to protect, indemnify, save, defend and hold harmless the Park District, its officers, officials, volunteers, employees, and agents (hereafter collectively referred to as "District") from and against any and all liabilities, claims for compensation, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees for which the District may become obligated by reason of any accident, injury or death of persons or loss of or damage to property arising indirectly or directly in connection with or under or as a result of this agreement, whether such loss, damage, injury or liability is contributed to by the negligence of the Park District or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except for claims, damages, penalties, caused of action, costs and expenses arising solely by virtue of any negligent act or omission of the District.

Insurance Requirements: Commercial Users shall secure and maintain throughout the period of use general liability and property damage, to include Products/ Completed Operations insurance, with policy limits of not less than \$1,000,000 per occurrence. The Fox Valley Park District shall be named as additional insured by endorsement. The types and limits of insurance may be changed from time to time as determined by the Fox Valley Park District. If applicable, business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. If applicable, Commercial User shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Alcohol: If alcoholic beverages are being served or consumed, the Commercial User also must provide proof of Liquor Liability insurance and a copy of the Commercial User's Liquor License. The insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. This insurance requirement may be modified upon written approval by the Park District. Security provided by or approved by Park District Police is required at an additional fee any time that alcoholic beverages are being served or consumed. One security officer is required for every 70 people. Any person consuming or in the possession of alcohol must have a valid picture ID with them. The serving of alcohol must cease one hour prior to the end of the rental or event.

Approval Process: The District shall have at least 10 business days after receiving a license request to review the application to approve or deny. The District reserves the right to take additional time to review any application. The District reserves the right to terminate the license at any time based on the interest of public safety without refund of any fees. The District reserves the right to amend the rules and regulations as needed to serve the best interests of the District. The District reserves the right to relocate any commercial use location/event based on unforeseen circumstances. The District does not assume any liability for lost or stolen property on the park district premises, or for personal injuries sustained on the premises during Commercial User's use. Commercial User may not enter the park prior to the agreed upon commercial use period. Commercial User must leave park in the same condition in which it was found. The cost associated with damage or cleanup caused by the Commercial User's use of a park is the responsibility of the Commercial User. The District reserves the right to pursue any and all legal options against the Commercial User for expenses incurred by the District as a result of the Commercial Users use of a park.

Equipment, Tents and Amplification: Commercial Users may not bring to a District Park any equipment (other than equipment needed for the activity), such as personal pop-up tents, free standing banners, and personal audio or amplification equipment without the written permission of the District and then only upon such conditions as the District may impose. This prohibition includes, but is not limited to, constructing, building, erecting, or otherwise placing any building, tent, stand, scaffold, platform or other structure of whatever kind, and constructing, running, stringing, or otherwise placing any electrical wire, conduit or pipe, or any public service or private utility, into, upon, above, or across or beneath District Property.

I have read and fully understand the above requirements.

Signature of Applicant: _____ Date: _____

Office Use Only

License Approved on: _____ By: _____

Commercial Use Location: _____ Dates: _____