

PLEASANT DALE PARK DISTRICT RENTAL TERMS AND CONDITIONS OF FACILITY USE

The following terms and conditions incorporated herein are part of the rental agreement.

INSURANCE AND INDEMNIFICATION

Renter 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.

Renters, including organizations, businesses and events that utilize any vendors shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

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, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Pleasant Dale Park District, including its Board of Commissioners, officials, employees, agents, and volunteers (collectively "Park District") shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Renter's insurance and shall not contribute with it.

This insurance requirement may be waived or modified upon written approval by the Park District.

RULES AND REGULATIONS

1. All park permits and facility contracts must be signed by an adult (18 or older) who must be present during the entire rental period. The Renter is solely responsible for all rental terms and conditions.
2. The required deposit will be equal to one (1) hour of total rental fee or 1/2 of rental fee, whichever is greater.
3. Renter and Renter's guests/invitees must comply with all Park District rules, applicable local, state and federal laws, and all regulations listed within this agreement.
4. The Park District does not assume any liability for property lost or stolen on Park District premises, or for personal injuries sustained on the premises during Renter's use.
5. Renter is solely responsible for determining if the facility(s) is safe and/or appropriate for Renter's activities. Renter shall inspect the facility(s) prior to the rental and advise the Park District of any potential dangerous conditions. Renter shall warn its guests and attendees of any observed or perceived dangerous condition.
6. All groups or individuals using the building or grounds are responsible for the rental area being in a clean and orderly state after their scheduled use. All trash should be placed in provided containers. Decorations may be used as long as they do not deface the building and must be removed at the end of the function.
7. No Park District equipment shall be removed from any facility. No one may bring any equipment to a park or park district facility without approval from the Park District.
8. No keys shall be given to any person or group.
9. No alcoholic beverages shall be allowed on park property or within park facilities.
10. The Park District facility is a smoke-free facility. Smoking is strictly prohibited on Park District property.
11. If Renter does not show on day of rental, this will constitute a forfeiture of the rental fee and deposit.

Initial: _____ Date: _____

12. Hours of operation vary throughout the year. Rentals must be concluded at least one half (1/2) hour prior to the closing of the facility unless special permission from the Director has been given. Set up and take down times for all rentals must be included in the time frame of the rental request.
13. No solicitation or gambling is allowed.
14. No tables or chairs are to be removed from the building without prior consent from the Director.
15. No permits shall be issued for meetings or parties unless chaperoned by a person 18 years old or older.
16. Renter is solely responsible for providing any and all supervision and/or security services during the rental period. Children must be supervised at all times during rental hours.
17. No cars shall be allowed in areas other than designated parking areas.
18. All permits for use of facility or grounds are revocable at the discretion of the Pleasant Dale Park District. Violations may result in denial of future use of buildings and grounds.
19. Renter will be responsible for any and all costs related to damage of Park District property arising out of the use of Park District property, other than ordinary wear and tear. Excessive damage includes but is not limited to floor scrapes, appliance damage, landscaping damage, and significant amounts of food or stain found on the floors, counters, or equipment. Excessive clean-up costs will be charged at the discretion of the Park District.
20. Tents, canopies, or other structures of any kind are not allowed in the park without prior approval from the Park District.
21. Ground fires are prohibited.
22. Use of grills and fire pits are not allowed without prior approval from the Park District. Coals must be disposed of properly and fire pits must be extinguished by the Renter prior to leaving the premises.
23. If entertainment is to be used in any park district facility, it must be approved prior to the event by the Director. Renter must be considerate of neighbors and other users of the park.
24. Refunds will not be given due to inclement weather.
25. All NSF checks negate this contract until a new payment is made. New payments must be made by cash or credit card, and a \$35.00 fee will be applied.
26. The Park District reserves the right to amend the rental rules as needed to serve the best interests of the Park District.

I have read and agreed to all the terms and conditions of this agreement and understand that the Pleasant Dale Park District rules, regulations, and policies are incorporated into this agreement by reference.

Signature _____

Date _____