

2024 RENTAL APPLICATION PERRY FARM PARK

459 N. Kennedy Drive, Bourbonnais, IL 60914 Phone: 815-933-9905 option 1

FAX: 815-933-5468

This Rental Permit Application is for groups of 150 people or less. Rentals expecting over 150 people need to apply for a special event permit.

*Rental capacities are subject to change based on State mandated group gathering

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| VVOIR | youler Phone: () | EXL: |
| Date of Bii | rth:/Fax #: | |
| Start Time: | End Time: To | otal Hours: |
| | *Expected Attendance: | |
| | ing roctrictions | |
| | | Total Fee |
| | | <u>IOLAI FEE</u> |
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| | \$50 per occurrence | |
| | \$100 | \$100.00 |
| raies were removed. | 4200 | 4100.00 |
| (Required for all rentals) All rental fees are due at the time of registration. Security deposits will not | | |
| hold a date. | | |
| | Date | |
| rd #: | Master | Card/Visa/Discover |
| . | 3 Digit Code Exp. Date: | |
| Reservation #: | HH#: Staff notif | ied: |
| k: Method of Payme | ent: Check or Auth | #: |
| Deposit Refunded | i:Insuranc | e Certificate |
| | people) tate mandated group gather Times One Day 7am-1pm 2pm-8pm 7am-1pm 2pm-8pm 7am/8pm 7am-1pm 2pm-8pm 7am-1pm 2pm-8pm cont date rules were followed. ecurity deposits will not Reservation #: Reservation #: Method of Payme | |

Please review below:

- **No parking on grass, roadways or sidewalks** unless approved by authorized BTPD staff. Violators may be towed at owner's expense. Parking is **only** allowed in designated parking areas.
- No driving on trails, grass or sidewalks unless approved by authorized BTPD staff.
- Marking on the trails is prohibited. This includes temporary field paint and chalk. Use of cones, signs and tape are permitted provided they are removed at the end of the rental.
- The road ways of the park cannot be blocked off for events. Runners must remain on trails or on grass alongside the road.
- No Nails, tacks, or use of permanent fasteners to attach decorations or signs to any park district building or fixture.
- Grilling is allowed in the park but not under any permanent structures or trees. **Gas grills only.** No charcoal grills are allowed.
- No smoking is allowed inside buildings or within fifty feet of any entrance to building or playground areas.
- Events with over 150 participants are subject to additional fees.
- Any publicized events must have "This is not a Bourbonnais Township Park District Sponsored Event" in all publicity and advertisements.
- Permits are issued only for an assigned area of park or facility. Public is still welcome to use other areas of park and/or trails.
- Admission may not be charged to any parks and/or facilities for monetary gain or fundraising without approval from the BTPD Board of Commissioners. Gambling and betting is not permitted. Approval requires 90 day notice.
- Sound equipment, D.J's, bounce houses and bands are allowed only with written approval by authorized BTPD staff prior to event.
- Tents and/or Port-a-potties may not be provided by any other companies (BTPD only); unless authorized by BTPD staff. Personal pop up tents are allowed.
- Picnic tables must remain in their designated areas. If a picnic table must be moved, it needs to be returned at the end of the event.
- After hours rentals must be approved in advance by BTPD staff and events are required to provide parking and event lighting. (Lighting not provided by BTPD)
- Animals are not allowed inside any BTPD facilities. Animals are allowed in BTPD parks, provided said animal is leashed. It is expected for owners/walkers to pick up after said animal.
- All activities are subject to approved ordinances and policies.
- Payments made within 14 days of an event must be paid by cash or credit card.
- Disorder among patrons prior to or during event may cause BTPD to cancel permit and may restrict or deny future permit requests.
- Permits are subject to cancellation by the BTPD upon notification to applicants with refunds to be made pursuant to the refund policy.
- Refunds or credits will not be issued due to weather. Only security deposit will be refunded.
- Cancelations of a rental made 90 days in advance of the event will receive a full refund. Cancelations made prior to 30 days of event will receive a 50% refund. After 30 days no refunds will be issued.
- Deposits may be returned within 3 to 4 weeks following rental as long as there were no damages or additional fees.
- During times of a public health epidemic, the park district recommends all patrons wear mask and practice 6-foot social/physical distancing whenever possible.

| Township Park District (known as BTPD) has the right to hold the amount of the d expectations listed above. | leposit due to persons attending the event not abiding by the |
|---|---|
| Applicant Signature: | Date: |
| BTPD Staff Signature: | Date: |

Applicant agrees they have read and will abide by the requirements listed and described above. Applicant also understands that the Bourbonnais



Bourbonnais Township Park District Facility Use Agreement

(I) (We), the undersigned lessee(s) agree to lease the following facility of the Bourbonnais Township Park District (hereinafter "BTPD"), Perry Farm Park, 459 N Kennedy Dr., Bourbonnais, IL 60914

| Date(s): | Activity: | Expected Attendance: |
|------------------|--|----------------------|
| Facility Fee: \$ | plus Security Deposit Fee; <u>\$ 100.00</u> Total: | \$ |

RECITALS

- A. As used in this Agreement, "BTPD" includes its officers, officials, agents, employees and volunteers.
- B. As used in this Agreement, "premises' and "facilities" includes all leased facilities and common areas, including but not limited to parking facilities, restrooms, walkways, hallways, etc.

NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The Lessee(s) shall not enter, occupy or use this listed facility until the time(s) and date(s) specified above.
- 2. The Lessee(s) shall vacate the facility at the time(s) and date(s) indicated above or be charged a pro-rate amount for every one-half (1/2) of overtime use.
- 3. The Lessee(s) shall remit the full balance due for the rental of said facility upon reserving of said facility/property and immediately upon termination of rental period.
- 4. Lessee(s) shall be responsible for and will pay for any damage to BTPD property arising out of the use of the said facility pursuant to this Agreement, ordinary wear and tear expected.
- 5. That the BTPD does not assume any liability for property loss or stolen on the BTPD premises, or for personal injuries sustained on the premises during Lessee(s) use of the premises and Lessee(s) hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Lessee(s) may sustain as a result of this Agreement. Lessee(s) further agrees to waive and release the BTPD from any and all losses, claims, suits or judgments or damages that Lessee(s) might sustain as a result of any and all activities connected with or associated with this Agreement.
- 6. That no BTPD equipment or property shall be removed from the premises without permission of the BTPD Executive Director.
- 7. No beer, liquor or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the BTPD under this Agreement.
- 8. If applicable, (I) (We) will set up the site for my/our function. (I) (We) will take down decorations after my/our function. (I) (We), agree to, clean tables, chairs and, bag all garbage and/or restore the facility to its prior condition, ordinary wear and tear accepted.
- 9. Lessee(s) shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the BTPD's attention any potential dangers, safety hazards or problems.
- 10. Lessee(s) is solely responsible for providing any and all supervision at all times during Lessee(s) use of any facility, including but not limited to the leased facility, and all common areas. Further, Lessee(s) shall be responsible for ensuring that Lessee's guests and invitees comply with all applicable rules and regulations pertaining to use of BTPD facilities. Lessee(s) must be over the age of 21. Groups with youths under 18 years of age must be chaperoned by adults over the age of 21. One adult to every 10 children is required.
- 11. Lessee(s) shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement. Lessee's misuse of facility privileges, including misuse by any member of Lessee's group, may result_in denial of future rental requests by Lessee(s).

- 12. That this agreement for lease of the BTPD facility will not be entered into by the BTPD unless said Agreement is signed and delivered to the Office of the BTPD at the above address with appropriate security deposit.
 13. Cancelations of a rental made 90 days in advance of the event will receive a full refund. Cancelations made prior
- 14. It is fully understood and agreed by the parties that the Lessee(s) guarantees to defend, indemnify and hold harmless the BTPD, its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.
- 15. _____If applicable, Lessee(s) shall keep in force, to the satisfaction of the BTPD, at all times relevant hereto, general liability and bodily injury insurance in amounts of \$1,000,000.00 for each person and each occurrence, and property damage insurance in amounts of \$1,000,000.00 for each occurrence and aggregate total. The Lessee(s) agrees that before the covered function(s) may commence on BTPD property/facility, the Lessee(s) shall furnish Certificates of Insurance for the insurance coverage required herein, naming the BTPD as an additional insured.

The insurance shall contain no special limitation on the scope of protection afforded the BTPD and shall contain a "contractual liability" clause.

Lessee's insurance shall be primary insurance as respects the BTPD. Any insurance or self-insurance maintained by the BTPD shall be in excess of Lessee's insurance and shall not contribute with it.

Lessee's insurer shall agree to waive all rights of subrogation against the BTPD.

to 30 days of event will receive 50% refund. After 30 days no refunds will be issued.

Before this Agreement goes into effect, Lessee(s) shall deliver to the BTPD a Certificate of Insurance satisfactory to the BTPD.

- 16. Lessee(s) shall comply with any and all applicable facility rules and regulations, ordinances and permit procedures.
- 17. This Agreement may not be assigned by Lessee(s) without the BTPD's prior written consent.
- 18. This Agreement represents the entire understanding between the parties. This Agreement may be modified or altered only by further agreement in writing between the parties.
- 19. Interpretation of this Agreement shall be governed by the laws of the State of Illinois.

| The following facilities/property are availa- | lable for lease: |
|---|---------------------|
| All facilities close at <u>dusk</u> E | Equipment required: |
| Lessee/Organization Name (Please Pr | Print): |
| Address | |
| Signature | Date: |
| (Lessee or a duly authorized r | representative) |
| | |
| Bourbonnais Township Park District Staff | f Signature: |
| Title | Date: |

Please make checks payable to the B.T.P.D.