## **PUBLIC** GROUP RESERVATION CONTRACT EXPLORATION STATION

1095 W. Perry St. Bourbonnais, IL 60914 815-933-9905 ext. 352

Email: <a href="mailto:Exploration@btpd.org">Exploration@btpd.org</a> FAX: 815-933-5468



| Contact Name:   | act Name: Organization Name:            |                                       |                                |           |  |
|---|---|---------------------------------------|--------------------------------|-----------|--|
| Address:Street Cit  |   |                                       |                                |           |  |
| Phone: E-mail Address:  |   | State         Zip Code           Fax: |                                |           |  |
| Date(s) of Visit: Arrival Time:   | Departure                               | e Time:                               | Total Hours:                   |           |  |
| Ages: Special Needs: No / Yes U   | Ise of MPR/lunch ro                     | om: <b>No / Yes</b> Lu                | nch Time:                      | -         |  |
| Field Trip Packages or Extras   | Fee<br>Per Child                        | FREE Adults (1 per every 5 children)  | Fee Per<br>Additional<br>Adult | TOTAL FEE |  |
| Public Hours Field Trips  |   |                                       |                                |           |  |
| Tuesdays-Fridays after 10am   | \$5.00 X                                |                                       |                                | \$        |  |
| Provides 2 hours of time in facility  |   |                                       |                                |           |  |
| MPR/lunch room access is NOT included   |   | FREE X                                |                                | \$0.00    |  |
| * A <b>\$50 non-refundable reservation fee</b> will be added to the Total Facility Fees and must be paid at time of booking |   |                                       |                                |           |  |
| *Public groups must have a minimum of 10 children and a maximum of 50 children  |   |                                       | \$3.00 X                       | \$        |  |
| EXTRAS & AC   | DD-ONS                                  |                                       |                                |           |  |
| MPR / Lunch room for 2 Hours  | <b>\$75</b>                             |                                       | \$                             |           |  |
| One extra hour of time in facility  | \$55                                    |                                       | \$                             |           |  |
| *this total does not yet include the \$50 reservation fee* <b>TOTAL FACILITY FEES DUE</b>                                   |   |                                       |                                |           |  |
| Applicant Signature   | - <u>-</u>                              | Date                                  |                                |           |  |
| For off-site Credit Card Payment Only: Credit Card #:   |   | Master(                               | `ard/Visa/Discover             |           |  |
|   | • |                                       |                                |           |  |
| Cardholder's Signature:   | Exp. Da                                 | ate: Verif                            | ication PIN                    | _         |  |
| FOR OFFICE USE ONLY: Date called: Reserve   | ation #:                                | HH#:                                  |                                |           |  |
| Date <b>Reservation Fee</b> Paid: Amount Paid:  | Clerk: Cash                             | Check # Cre                           | edit Card Receipt#             | ·         |  |
| Date <b>Balance</b> Paid: Amount Paid: Clerk:   | Method of Payr                          | ment: Che                             | eck or Receipt#:               |           |  |

| review a    | all items:  |
|-------------|---|
| Initial     |   |
|             | immediately upon arrival.   |
| Initial     | • The \$50 reservation fee must be paid and this contract must be completed, signed, and submitted to   |
|             | the Exploration Station at least 14 days prior to the desired trip date to reserve a group trip spot.   |
| Initial—    | • The \$50 non-refundable reservation fee will be kept for cancellations, or if the group is a no-show.                                       |
|             | <ul> <li>Refunds for cancelations will be honored provided that the applicant cancels up to 14 days prior to the trip. Refund will</li> </ul> |
|             | not include the \$50 reservation fee paid at time of booking. <b>Cancellation within 14 days of the trip date, or no</b>                      |
|             | shows, will not permit a refund of any amount.  |
| Initial     | Reservations for field trips must be made at least 14 days prior to the planned trip date. No trips may                                       |
|             | be booked or reserved within 14 days of desired trip date.  |
| Initial     | Access to MPR/lunch room is <u>NOT included</u> in the reservation for public groups. For an additional \$75 fee                              |
|             | the group may have access the room for storage of personal belongings as well as meal breaks any time during their                            |
|             | 2 hour visit.   |
| Initial     | <ul> <li>All paid groups are provided a bin to store coats and other personal items in.</li> </ul>  |
| Initial —   | • Groups with youths under 18 years of age must have one adult chaperone over the age of 18 for every   |
|             | 5 youths. Any group that does not have adequate supervision or which fails to maintain discipline will be required                            |
|             | to leave without a refund.  |
| Initial —   | • No refunds or cost deductions will be issued for groups who show up for their trip with less than the                                       |
|             | expected number of guests (including children and/or paid adults) specified in the contract.  |
| Initial     | Groups have up to 14 days prior to a trip to change or adjust the number of children and adults   |
|             | <b>attending</b> . A refund or cost deduction for the difference will be issued if the number of attendees decreases, and                     |
|             | the appropriate extra charge will be added to fees if the number of attendees increases. <b>The total fees specified</b>                      |
|             | in the contract cannot be changed within 14 days of the reserved trip date, no refunds or cost  |
|             | deductions will be given for any changes in attendance on the day of trip.  |
| Initial     | Disorder among patrons prior to or during the visit may cause BTPD to cancel this contract without a  |
|             | refund and may restrict or deny future contract requests.   |
| Initial     | NO food or drink of any kind, including water, are permitted in the facility's play area.   |
| Initial     | The Bourbonnais Township Park District reserves the right to add to, or change the policies as needed in the bes                              |
|             | interests of the BTPD.  |
| Initial     | <ul> <li>Trash and recycling must be disposed of in appropriate containers provided by BTPD.</li> </ul>                                       |
|             | Contracts shall not be transferred or assigned.   |
| Initial     | Additional charges may occur for damages due to unsupervised children.  |
| Initial     | Applicant must be at least 21 years of age.   |
| Initial ——— | • <b>No smoking</b> is allowed inside buildings or within fifty feet of any entrance to building or playground areas.                         |
| Initial     | No use or possession of alcohol, any drugs, or controlled substances is permitted anywhere on or in   |
|             | facility property.  |
| Initial ——— | <ul> <li>All activities are subject to approved ordinances and policies.</li> </ul>   |
| Initial     | • If applicable, (I) (We), agree to wash, clean and put away all dishes, clean tables, chairs and, bag all garbage and/or                     |
|             | restore the facility to its prior condition, ordinary wear and tear accepted.   |
|             | <ul> <li>The Bourbonnais Township Park District will NOT assume responsibility for lost or damaged property.</li> </ul>                       |
| Initial     | • No driving or parking on grass or sidewalks unless approved by authorized BTPD staff. Violators may be towed at                             |
|             | owner's expense.  |
| Initial     | Admission may not be charged at any parks and/or facilities for monetary gain or fundraising without approval from                            |
|             | the BTPD Board of Commissioners. Approval requires 90 day notice. Gambling and betting is not permitted.                                      |
| Initial     | BTPD activities shall have priority at all park district facilities.  |
| Initial     | <ul> <li>Exploration Station staff is not permitted to handle your money or accept food deliveries on your behalf.</li> </ul>                 |
| Initial     | Permits are subject to immediate cancellation by the Bourbonnais Township Park District upon written notice to                                |
|             | applicants with refunds to be made pursuant to the refund policy of the Bourbonnais Township Park District.                                   |
| Applicant   | Signature: Date:  |
|             |   |
| BTPD Staf   | ff Signature: Date:   |
|             |   |



## **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"), Exploration Station, 1095 W. Perry St., Bourbonnais, IL 60914.

| Date(s):               | Activity: _ Public Field Trip                    | Expected Attendance:   |
|------------------------|--|------------------------|
| Total Facility Fee: \$ | , plus non-refundable Reservation Fee; <b>\$</b> | 50.00 Total: <u>\$</u> |

## **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 by Lessee its agents, guest and invitees pursuant to this Agreement, ordinary wear and tear excepted.
- 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) or its agents, guests or invitees 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. That, unless otherwise permitted, 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. Additional forms and charges apply for use of alcoholic beverages. All alcohol permits are subject to approval of the BTPD Executive Director. An additional deposit is required for all rentals with alcohol use.
- 8. If applicable, (I) (We), agree to wash, clean and put away all dishes, 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 effective unless said Agreement is signed and delivered to the Office of the BTPD at the above address with appropriate security deposit prior to the lease event..
- 13. That either party hereto may cancel this Agreement by delivery of written notice to the other party at least two (2) weeks prior to the scheduled hour as hereinbefore designated. If this Agreement is so canceled, Lessee(s) will not be required to pay the fee hereinbefore designated. The security deposit will be forfeited in all other circumstances whether or not the premises are used by Lessee(s).
- 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 Lessee's its agents, guest or invitees use of the facilities.
- 15. N/A If applicable, Lessee(s) shall keep in force, to the satisfaction of the BTPD, at all times relevant hereto, liquor liability, 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.

Proof of insurance must be provided 14 days prior to the event.

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 be contributory.

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

Before this Agreement goes into effect, Lessee(s) shall deliver to the BTPD a Certificate of Insurance satisfactory to 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 available for lease:_ | Exploration Station |  |  |  |  |
|---|---------------------|--|--|--|--|
| All facilities close at5pm Equipment required:              |                     |  |  |  |  |
| Lessee/Organization Name (Please Print):                    |                     |  |  |  |  |
| Address   |                     |  |  |  |  |
| Signature   | Date:               |  |  |  |  |
| (Lessee or a duly authorized representative)                |                     |  |  |  |  |
| Bourbonnais Township Park District Staff Signature:         |                     |  |  |  |  |
| Title   | Date:               |  |  |  |  |

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

Mail to: Exploration Station 1095 W Perry Street, Bourbonnais IL 60914