

Facility and Shelter Rental and Usage Policy

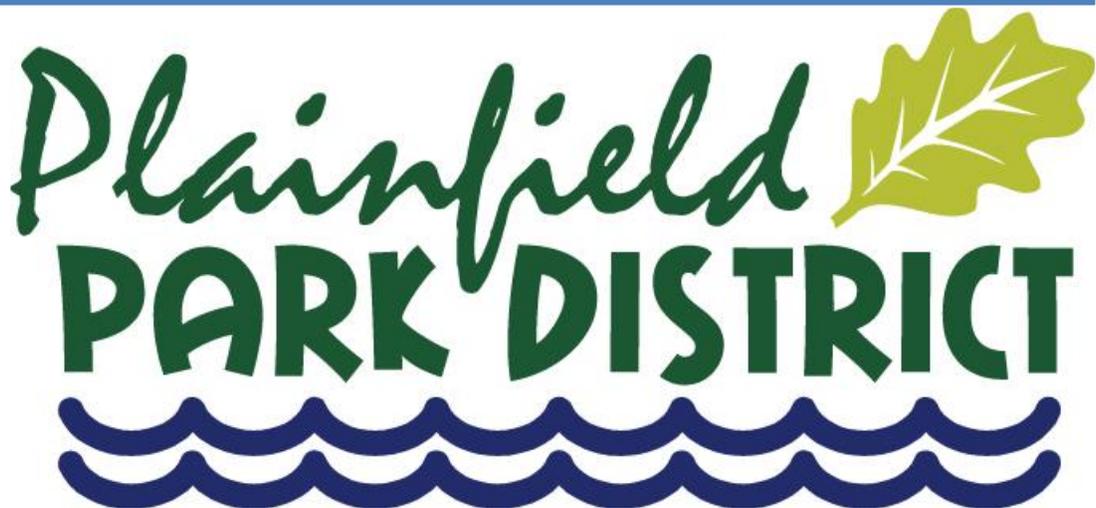


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INTRODUCTION

This policy contains general information and guidelines as set forth by the Plainfield Park District (herein thereafter Park District). It is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to the general policies and procedures described. Rather, this policy has been prepared as a general reference guide. The Park District reserves the right to unilaterally revise, supplement or discontinue any of the policies, guidelines, or procedures described in this policy.

When available, the Park District permits individuals, groups, and organizations to use its facilities for functions, meetings and events in order to facilitate public participation and to advance the interests of Park District through increased public support. Events hosted at the Park District must be educationally based, public service-oriented, or may be private functions approved by the Park District and within the guidelines stipulated in this policy. Facilities may be rented by any company or individual for fund-raising or promotional purposes through a special use permit and will require Executive Director approval.

Renters should be aware of the nature of the spaces they are using, and activities should be appropriate for such a setting. Park District facilities are limited and their use conditional. Thus, the Park District reserves the right to refuse facility rental due to concerns for the safety of the facility, its holdings and/or conflicts with the goals and purposes of the Park District. Events must not compete with, or detract from, the Park District's ongoing public activities. Moreover, the Park District shall not be held liable, and individuals and organizations using the Park District shall waive all claims, for injury or damage to person or property sustained by said organization or any guest of the renter resulting from or during the event.

DEFINITIONS OF TERMS

Businesses or Corporations – Maintain an address of record within the Park District boundaries

Government Agency – Any other local taxing body to which any residents of the Park District also pay a portion of their tax bill.

Non-Resident status is defined as individual, business, group, or organization whose address of record is outside Park District Boundaries. Utility Bill or Photo ID will be required by Park District staff to verify status.

Park District activities and programs – All programs and offerings of the Park District independently or in partnership with a contracted party.

Resident is defined as individuals, groups, or organizations whose address of record is within Park District Boundaries. Utility Bills or Photo ID will be required by Park District staff to verify residency status.

Resident non-profit organization - To qualify as a Resident Non-Profit user, an organization must maintain an address of record within the Park District's Boundaries and be registered as a not-for-profit organization with the State of Illinois or Federally. Proper supplemental proof will be required.

DISCLAIMER

The Park District makes no representations whatsoever that any of its facilities and shelters are appropriate and/or compatible with any contemplated activity. Applicants and permit holders are solely responsible for determining if any facility or shelter is safe and appropriate for any intended use. Permit holders are expected to inspect any facility or shelter prior and subsequent to each use to identify any unsafe condition and shall promptly advise the Park District in writing of any perceived unsafe or dangerous condition. By Renter's acceptance of a permit they have acknowledged that they inspected the facility and find that it is acceptable for its intended purpose. By the renter's acceptance of a permit and usage of the facility, they are acknowledging that they have inspected the facility and find that it is acceptable for intended purpose.

PROCESS FOR OBTAINING PERMITS

Facilities are eligible for private rental up to four months prior to the requested date.

Shelters are available for rental beginning February 1 or the first business day following for the reservation period of April 15-October 15.

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RENTAL PRIORITIES/CLASSIFICATIONS

Class A: Park District activities and programs

Class B: Government Agencies

Class C: Resident non-profit

Class D: Resident

Class E: Resident Businesses

Class F: Non Resident

FACILITY RENTAL OPTIONS AND FEES

The Park District has a variety of facilities and shelters which may be rented including: Indoor rooms that accommodate 20-200 and outdoor picnic pavilions within designated parks.

Fees are established based on the facility type on a yearly basis. Most fees are based on Resident and Non-Resident with respect to the position of this agency as a taxing body. Additional fee levels may be established where appropriate.

FOOD AND BEVERAGE: Renters must provide their own food and beverages or they may utilize professional catering. Renters are responsible for their own catering, linens, dishes, and catering supplies. Any equipment or decorations brought on site must be delivered and picked up within the reserved time.

KITCHEN USE: Kitchen use is allowed in designated facilities per the facility usage agreements. (may require an additional fee)

1. Renter is responsible for the condition of the kitchen and for the caterer in charge of renter's event. Linens/Towels/Cloths/Dishes/Utensils are the responsibility of the renter.
2. Kitchen must be returned to the same condition in which it was found at the beginning of the event.
3. Renter shall be responsible for clean-up cost if done by the Park District.
4. Park District facility attendant must sign off on kitchen before the deposit can be refunded.

ALCOHOL USAGE: Alcohol is permitted in Park District facilities and shelters only when a special use permit has been completed and approved by the Director of Recreation. All renters must:

1. Submit proof of event insurance and secure appropriate licensing per the municipality in which it is located and the State of Illinois when applicable. The Park District has the ability to work with the renter to secure additional insurance if such coverage is not currently possessed.
2. The serving of alcohol will be limited to weekend Friday evening and Saturday and Sunday rentals in designated facilities and shelters.
3. Alcohol will not be permitted while other programs and events are being conducted the host facility.
4. Alcohol will not be allowed outside of the permitted use area and will not be allowed in common building areas, outside of the designated rental premises, or in the parking lot.
5. Security is the responsibility of the renter and will be secured by the Park District and charged back to the renter at a rate of direct cost plus 25%.

The Park District reserves the right to deny any alcohol usage at its sole discretion.

ADDITIONAL FEES

The rental fee is for use of the space and regular furnishings at the rental site as noted in the Facility Usage Agreement. Facility rentals include the cost of a Park District facility attendant who will be on duty during the event. Shelter rentals will include the use of the shelter area only. Deposits are required for all rentals and will vary based on the rental type. Any additional staff requested or determined to be needed by the Park District will result in additional fees. In planning the event, should the Park District determine that additional staff, including professional security guards, are necessary, fees for those services shall be paid in accordance with the schedule of fees maintained by the Director of Recreation and shall be on the basis of actual hours, with a minimum of two (2) hours per employee. Additional fees may also be assessed for any damages sustained to Park District property.

RESERVATIONS

Reservations must be made at least 10 business days in advance. Full payment is due at the time of reservation. **Applicants must be 21 or older.** The applicant is required provide a photo ID and to sign the application. Inquiries and application for rental use of the Park District facilities and Shelters should be made through the designated Facilities Manager. At the time of application, and before any final decision may be made by the Facility Manager, each organization or individual must provide a completed application and use agreement including: full information concerning the type and purpose of the event being planned, as well as time, number of guests, name of caterer (if applicable), name of individual or organization's representative responsible for payment of fees and damages.

Confirmation of the reservation for use of Park District facilities or shelters may be assumed only after receipt by the Facility Manager of a signed copy of the appropriate Use Agreement and the full rental fee. The agreement will be sent to the renter stating the date and nature of the event as well as the rental fee. When properly signed and returned to the Facility Manager along with the full rental fee, and subsequently signed by the Facility Manager, the Agreement shall serve as a binding agreement between the applicant and the Park District. A copy of the signed agreement will be sent to the renter along with a copy of the receipt for payment. The receipt will act as the permit for use and must be with the renter during the rental on site. Use is restricted as stated in the appropriate agreement, established time limits must be strictly adhered to, and any change must be approved **in advance and in writing** by the Facility Manager or his/her representative.

Any agreements requiring additional fees such as special use request, large groups (100 plus), or business rentals must also be approved by the Director of Recreation.

The Park District will charge fees to recover costs to operate, maintain and administer the use of facilities.

GENERAL INDEMNIFICATION

The renter agrees that it will pay for all damages to any property of the Park District resulting directly or indirectly from the conduct of any member, officer, employee, agent or guest of the organization, or any of its invitees. The renter also agrees that it will hold harmless and indemnify the Park District from and against any and all liability which may be imposed upon it for any injury to persons or property caused by the renter or any other person in connection with the renter's use of the facility named in this agreement.

Businesses and Organizations agree and understand that neither the group nor its officials, officers, members, employees or volunteers (collectively "Group") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. Groups will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any Group activity will be the group's sole responsibility and not the Park District's. Also, it is understood that the Group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Group will be solely responsible for its own actions. The Park District will not defend the group in matters of liability.

The Facility Manager will interpret the language of the Facility and Shelter Rental and Usage Policy as established by the Park District. An appeal of the Facility Manager's decision may be made to the Director of Recreation and must be submitted in writing with justification within ten (10) business days from the decision.

The Director of Recreation will make a final decision within five (5) business days of the submitted appeal. Any other further action would need to be submitted to the Park District Board of Commissioners by the next eligible Board meeting.

CANCELLATIONS, PERMIT CHANGES, RESCHEDULES, NEW REQUESTS

All cancellations set forth by the renter must be in writing and will be subject to a cancellation fee. If the cancellation request is not received at least 5 business days prior to the party NO REFUND will be issued.

Any permit changes, reschedules or new requests for use of Park District facilities must be submitted in writing **by the designated Group or Designated Group Representative a minimum of ten (10) business days prior to the requested use date.** Scheduling requests received less than five (5) business days prior to the requested use date will be processed as resources allow. Scheduling of facilities and shelters will be based on availability.

A rental may be cancelled at any time by the Park District to ensure the safety of all guests. Examples include, but not limited to: power outage, maintenance issues or other unsafe conditions. In the event we cancel your rental, you may request an additional make-up date or receive a full refund. Every attempt will be made to reschedule, however due to other scheduling commitments, space availability cannot be guaranteed.

Only one (1) rescheduling of a rental is permitted under normal circumstances and must be done within five days of the original rental date. A rental that cannot be rescheduled must be cancelled according to the CANCELLATION policy.

FEE PAYMENT

Fees will be determined by the Park District and may include supervision fees, set up fees, clean up fees or security as determined by the district. Payment of fees is required when reservations are made.

Special use permits for fund-raising and promotional purposes will require additional fees and Executive Director approval.

Facilities and shelters must be reserved for a minimum of two hours. Certain facilities and shelters are only available during designated times.

A refundable security deposit is required. Deposits must be paid with the reservation and will be refunded after the event pending inspection of the site by appropriate personnel. Deposits will be returned by check unless paid with a credit/debit card and should be received approximately 2-3 weeks after the reservation or event.

Any request for fee waivers must be made at least 30 days prior to the rental date and must be approved by the Executive Director.

TRAFFIC/PARKING

The Park District strives to be good neighbors with residents near parks. Renters are expected to cooperate with the Park District to minimize problems due to parking/traffic. This may require Renters to direct participants/spectators to use specific parking areas. Renters are responsible for monitoring /enforcing park rules with their participants.

RULES & REGULATIONS

Applicants are required to abide by the specific rules of the application as well as other Park District and local ordinances. Failure to comply may result in the cancellation of the application, groups fees; cancellation of any current or future permits; and/or Law Enforcement officials may be called. The Facility and Shelter Use Rules and Regulations include, but are not limited to:

- Groups wishing to utilize a shelter or facility must acquire a permit from the Park District. The permit must be available during use and presented to any Park District representative upon request.
- It is the responsibility of the Group and/or the individual identified as the person in charge of the permit to enforce the rules and regulations regarding the conduct of the group while using Park District facilities. Including, but not limited to:
 1. Park District staff MUST be respected and obeyed at all times.
 2. Any activities deemed inappropriate and indicated by the Park District staff are prohibited.
 3. The Park District cannot be held responsible for lost, stolen or damaged property.
 4. The building and all equipment must be used and treated appropriately
 5. The rental must take place as described on the application, including the type of activity and the number of guest/participants.
 6. Under age children must be supervised at all times.
 7. Rental space is limited to the space specified in the rental agreement or permit.
 8. Alcohol is only allowed by special permit and all qualifying conditions must be met.
 9. Illegal substances are strictly prohibited.
 10. Firearms are prohibited on any Park District property.
 11. No smoking is allowed in any indoor Park District Facility. Smoking is allowed in designated areas only pursuant to Smoke Free Illinois Act (410 ILCS 82/) and Park District Ordinances.
- Facility and Shelter use begins and ends at the times stated on the permit, including set-up and clean up. Groups are not allowed on site prior to the start time on the permit and are required to exit the facility and have adjacent areas cleaned up at the ending time indicated on the permit. Check your permit for specific times you may access the facility or shelter. All litter must be picked up and placed in trash cans after each use.
- Permits are not transferable. All users will ensure that no unauthorized third party is granted permission to use the facility or shelter without Park District approval.
- Parking is allowed in designated areas only. Vehicles are not allowed on Park District property, other than parking lots, without written permission noted on the permit issued by the Park District. User groups must inform their participants and spectators to park in facility parking lots and public parking areas. Renter shall be responsible for any damage to Park District property caused by the failure of User or Group to comply with this provision.

- Selling food or other items is not allowed without Park District approval and is subject to all county and state guidelines.
- The display or distribution of handbills, pamphlets, flyers, signs, or any other printed material containing advertising matter, information, or announcements is prohibited on Park District property without permission of the Park District.
- Amplified sound is not allowed in any facility or shelter without Park District approval. All local ordinances are also applicable.
- Permit holders shall inspect the facility prior to and subsequent to each use to identify any dangerous or unsafe condition and to determine whether the facility is safe and appropriate for any planned activity.
- Permit holders shall promptly advise the Park District of any perceived dangerous or unsafe condition.
- The use of the Park District Name, Logo, or likeness without express written permission of the Director of Recreation is prohibited.
- All Ordinances of the municipality in which the facility is located are applicable.

Appropriate applications are to be completed for rentals of park district space and may include additional rules and regulations.

APPENDICES