

Batavia Park District Rental Fees

Rental Packages Available by Request	Non-Profit	Hourly Rates Residents	Non-Resident
<u>Eastside Community Center</u>			
Shannon Hall	\$75/hr	\$125/hr	\$150/hr
J. Murphy Gym	\$50/hr	\$75/hr	\$100/hr
Studio 7	\$25/hr	\$50/hr	\$75/hr
Kemp Hall	\$25/hr	\$50/hr	\$75/hr
<u>Civic Center</u>			
Bartholomew Room	\$50/hr	\$75/hr	\$100/hr
Gym West	\$50/hr	\$75/hr	\$100/hr
<u>Alternative Sites</u>			
Peg Bond Center	\$75/hr	\$100/hr	\$125/hr
Lodge at Laurelwood	\$40/hr	\$75/hr	\$100/hr

- Fees for all of the above require payment to be made by either cash, Visa, MasterCard, Discover, or Cashier Check with contract only. Checks made payable to Batavia Park District. 327 W. Wilson St. Batavia, IL 60510.
- In addition to the rental fee, a damage deposit is due at signing of contract. The deposit will be refunded to renter within 10 business days if it is determined that the facility was left as it was when the renter entered. The damage deposits fees are as follows
 - Shannon Hall and the Peg Bond Center are \$300 plus an additional \$500 if alcohol is served
 - Bartholomew Room \$200 plus an additional \$500 if alcohol is served
 - J. Murphy Gym, Lodge at Laurelwood, the Studios, Gym West, and the Conference Room are \$200
- Fees are subject to change without public notification.

Renter Agrees to the Following:

1. Cancellation Policy:

60 days prior to event	Full Refund
59-30 days prior to event	75% Refund
29-14 days prior to event	50% Refund
Less than 14 days	Rental Fee Forfeited
2. All rentals are subject to criminal charges for damages incurred during rental period. Any renter not abiding by Batavia Park District ordinances will be fined or ticketed accordingly by Batavia Police Department or Batavia Fire Department.
3. User shall not enter, occupy or use the listed facility(ies) until the time(s) and date(s) specified above.
4. User shall vacate the facility(ies) at the time(s) and date(s) indicated above or be charged for every one-half of overtime use.
5. User shall be responsible for and will pay for any damage to District property arising out of the use of the said facility(ies) pursuant to this agreement.
6. District does not assume any liability for property damaged, lost or stolen on the District premises, or for personal injuries sustained on the premises during User's use of the premises and User hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that User may sustain as a result of this agreement. User further agrees to waive and release the District from any and all losses claims, suits or judgements or damages that User might sustain as a result of any and all activities connected with or associated with this agreement.
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 District under this agreement.
8. User will set up the rooms/facility for User's function. User will take down the room/facility after User's function. User agrees to wash, clean and put away all tables and chairs, empty trash/recycling bins, bag all trash/recycling bins, and restore the facility to the prior condition.
9. User shall be responsible for inspecting the facility subject to this agreement prior to each use and shall be responsible for bringing to the Districts attention any potential dangers, safety hazards or problems. User is solely responsible for determining whether said facility is safe, appropriate, and/or compatible for User's intended use.
10. User is solely responsible for providing any and all supervision at all times during User's use of any facility, including but not limited to the rented facility, and all common areas. Further, User shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations pertaining to use of District facilities.
11. User shall not permit any area to be used for any disorderly or unlawful purposes during the period of this agreement.
12. That this agreement for use of the District facilities will not be entered into by the District unless said agreement is signed by an authorized representative or agent of User and delivered to the District with the appropriate fees.
13. It is fully understood and agreed by the parties that User shall fully defend, indemnify and hold harmless the District, including 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.
14. If alcoholic beverages are being served or consumed, User must provide proof of Dram Shop and Liquor Liability insurance. User's insurance shall be primary insurance as respects the District. Any insurance or self insurance maintained by the District shall be in excess of User's insurance and shall not contribute with it. User's insurer shall agree to waive all rights of subrogation against the District.
15. User shall comply with any and all applicable rules, regulations, ordinances and permit procedures.
16. This rental agreement may be revoked at any time at the discretion of the District due to misrepresentation of User, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to User.
17. This agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
18. This agreement may not be assigned by User without the Districts prior written consent.
19. 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.
20. Interpretation of this agreement shall be governed by the law of the State of Illinois.