



If no damage, the deposit will be refunded in the form of a check to the renter. If the contact person should receive it back please check this box

Batavia Park District Facility Rental Contract

Renter _____ Rental Date _____

Contact Person _____ Event Type _____

Address _____ Size of Group _____

City/State/Zip _____ Fee \$ _____

Home Phone _____ Deposit \$ _____

Alternate Phone _____ State ID # (for Non-Profit) _____

Email _____

*A copy of Drivers License should be attached to Rental Contract

Facility Requested for Rental

<p>EASTSIDE COMMUNITY CENTER</p> <p>____ Shannon Hall</p> <p>____ \$300 White Garden Chairs</p> <p>____ J. Murphy Gym</p> <p>____ Studio 7</p> <p>____ Kemp Hall</p>	<p>CIVIC CENTER</p> <p>____ Bartholomew Room</p> <p>____ Gym West</p>	<p>ALTERNATIVE SITES</p> <p>____ Peg Bond Center</p> <p>____ Lodge at Laurelwood</p> <p><input type="checkbox"/> Trash Collection \$25</p> <p>For the Alternative Sites, please remember to pick up the key during open hours at:</p> <p>The Civic Center 327 W. Wilson St 630-879-5235</p>
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***ALL FACILITY RENTAL TIMES: Sunday - Thursday till 10pm Friday - Saturday till 1am**

****Rental Time (Please be sure to include set up and take down in rental time), minimum two hour rental**

****All reservations must be booked at least 2 weeks prior to desired event date.**

Start Time _____ End Time _____

Are you serving alcohol during your rental? *(Additional fees are required if alcohol is served)*

Yes No

*Alcohol permit will be needed to serve alcohol. It will take up to a month to process permit.

Additional Requests _____

Renters Consent and Signature

I shall indemnify and hold harmless the Batavia Park District from any and all claims, demands, actions, or suits arising out of in connections with rental. I, as the authorized renter, have read, understand and accept all of the information stated on the front and back of this contract, in its entirety, and agree to abide by it.

Signature _____ Date _____

Office Use Only

Facilities Manager Signature _____ Dram Shop form faxed Posted in Rec Trac

Rent Paid \$ _____ Deposit Paid \$ _____ Date _____

Approved by _____ Reservation # _____ Deposit Returned Yes No

Additional Comments:

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	\$50/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 on the 5th and the 20th of the month 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 District's 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. Security guards will be provided at the cost of the User.
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 District's 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.



Batavia Park District Facility Rental Policy

Name of Renter: _____

Date of Rental: _____

Set-up:

- Renter will be responsible for set-up as well as clean-up which will be included in the rental time.
- Decorations must be put up following BPD Guidelines.
- Candles must be in holders that go above the flame.
- Helium Balloons are not allowed in Shannon Hall, J. Murphy Gym & Gym West.
- Paper confetti is not allowed.
- Facilities that have a kitchen, renters have access to the refrigerator, freezer, microwave, sinks, and counter space only.

During Event:

- Contact person on the Rental Contract must be present at all times.
- Alcohol, when approved, remains in the rented facility.
- When alcohol is approved, security must be present until all persons have left the premises.
- Glass bottles and containers can only be used to serve into unbreakable cups.
- Smoking is not allowed.
- Exterior doors must remain closed.
- No solicitation is allowed during a rental.
- Children must be monitored at all times during rental.

Clean-up:

- Renter will be responsible for clean-up and will be included in the rental time.
- Table and Chairs must be wiped down and returned to the proper storage area.
- Garbage must be bagged and put into dumpster. **If you are renting the Peg Bond Center or the Lodge at Laurelwood, you must take your garbage with you or pay \$25 for Garbage Pick-up.*
- Kitchen counter tops are to be clear and wiped down.
- Refrigerator must be emptied and wiped clean.
- Floors must be swept.

Signing out a key for the Peg Bond Center or the Lodge at Laurelwood:

- Renters for the Peg Bond Center or the Lodge at Laurelwood must sign-out a key 1 business day prior to the rental. Keys are located at the Civic Center, 327 W. Wilson St., Batavia.
- Keys must be returned to the Civic Center on the next business day. A \$5 service fee will be charged every business day until the keys are returned. This fee will be taken out of the Damage Deposit, which will be held until the keys are returned.

Any changes to the rental contract must be made at least 2 weeks in advance of the rental date, with the exception of getting the approval of alcohol being served which must be done at least 4 weeks in advance.

I have read and understand the rental policies of the Batavia Park District. If I fail to follow these policies, I understand that I could lose my Damage Deposit or be asked to leave the premises, possibly forfeiting my rental fee and damage deposit.

SIGNATURE OF RENTER: _____

DATE: _____ **RESERVATION #** _____

Damage Deposit– The deposit will be refunded to renter on the 5th or the 20th of the month if it is determined that the facility was left as it was when the renter entered.