



PALATINE PARK DISTRICT
RENTAL TERMS & CONDITIONS
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I. Statement of Policy Use of Facilities

The Board of Commissioners (of the Palatine Park District) is ever mindful that:

1. The Parks and Facilities of the community are held in trust by the Board for the use and enjoyment by the public.
2. The First and Fourteenth Amendments to the United States Constitution guarantees individuals and groups of individuals an inalienable right of public assembly and expression.
3. A viable society feeds on discussion rather than repression, and an orderly assembly, properly administered, is in accord with the rights of the public, nearby park residents, and normal activities in the Parks and/or of the Facility.

For these reasons, the Board intends to make the facilities available for various uses, including public assembly, and expression of opinion. Lest this statement be misconstrued, it must be understood that:

1. The Board of Commissioners cannot by law delegate to any group its duty of administering the Parks and Facilities.
2. Permission to use the Parks and Facilities will be granted only where the function can be reasonably accommodated by the District and such use will not unduly interfere with the rights of the public, the prior use by others or District programs, and will not present a clear and present danger to the public health and safety of the community.
3. Permission to use the Parks and Facilities by groups for a non-sponsored park function must be upon application and approved by District staff by issuance of a permit or receipt.
4. Any permit issued may contain conditions that will protect District property and assure orderly and proper use of the Parks and Facilities.
5. The granting of a permit is not to be construed as an endorsement by the District of the subject matters discussed, the opinions expressed, nor the organization sponsoring the function.
6. Any permit granted may be revoked for misrepresentation in the application or violations of the Terms and Conditions of the permit, District ordinance, rules and regulations of the Park District, and the laws of the State of Illinois.
7. Park District facilities and equipment shall not be used by any person(s) for profit without the express consent of the District.
8. The Palatine Park District shall not be liable for damages or its failures to perform due to contingencies beyond its reasonable control, including but not limited to: fire, storm, earthquake, public disorder, sabotage, lockouts, labor disputes, labor shortage, strikes, riots, equipment failures, or acts of God/nature. The Park District will make every attempt to contact you immediately if the facility is unusable due to uncontrollable circumstances.

II. General Terms and Conditions

1. Applicant and authorized representative must be a minimum of 18 years of age (21 years of age if alcoholic beverages are served) and present during the entire rental.
2. Alcoholic beverages are permitted at select District indoor locations. Authorization for alcoholic beverages requires the renter to obtain temporary liquor liability insurance and the approval of the Executive Director through the submittal of a Special Use Permit. The Park District's risk management agency has contracted with a third party provider for renters to obtain temporary liquor liability insurance. Visit palatineparks.org or contact Park District staff for additional information. Alcoholic beverages are prohibited at all outdoor parks, fields, and shelters.
3. Renter is solely responsible for providing any and all supervision at all times during Renter's use of any facility, including but not limited to the rented facility, and all common areas. Renter may be required to employ officers of the Palatine Police Department if deemed necessary by Palatine Park District. Youth activities require one (1) adult chaperone to every 10 youths (under the age of 18). Children are not allowed to remain unsupervised in any area of the facility.
4. Renter shall not permit any area to be used for any disorderly or unlawful purposes during the period of this agreement.
5. Once booked, rentals cannot be transferred to another household.
6. Renters who fail to leave the facility at the scheduled time or perform other actions which cause delays or inconvenience to the next rental, will automatically be charged additional rental fees, and held financially responsible for damages caused to the next rental. The room should be left as found; all major messes are cleaned up, all trash off the floor, tables, and chairs. Trash must be placed in Park District provided receptacles.
7. The Palatine Park District staff is not responsible for the cleaning of china, flatware and glassware, if used. Any china, flatware and glassware must be removed from the facility by the renter at the conclusion of the rental.
8. Renter is responsible for gathering and/or returning of linens, if used. All other rental items obtained by the Renter must be removed from the



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facility upon departure.

9. Sterno fuels and candles must be extinguished by the Renter before the end of the rental.
10. All equipment, materials, and decorations brought on District property must be removed at the end of the rental. Blue painters tape is the only tape approved for hanging decorations on walls. Decorations are not allowed to be hung from the ceiling or light fixtures. Use of floating votive and cake candles are allowed. The following decorative items are prohibited: Lighted lanterns, fireworks, torches, confetti, bubbles, rice, glitter, silly string, and bird seed. Smoke and fog machines are allowed only at the Cutting Hall Performing Arts Center.
11. Custodial service required to clean or correct items required of the renter in these terms and conditions will be considered above normal clean up and charged at the rate of \$35 per hour to the credit card of the renter.
12. Authorized representative must stay until their entire group has departed and is responsible for the conduct of their invited guests, including any damage and negligent breakage that occurs during the rental.
13. Renter shall be responsible for ensuring that Renter's guests and invitees comply with all applicable rules and regulations pertaining to the use of District facilities and act in accordance with the Palatine Park District Code of Conduct. The complete Code of Conduct policy and general behavior guidelines can be found at palatineparks.org.
14. Rentals include only the facility, equipment, and staff outlined in the rental agreement. Use of additional rooms, equipment, or staff will result in additional fees billed after the event. No District equipment or property shall be removed from the premises without written permission of the District.
15. Party rentals include tables and chair set up to standard layout and does not include use of additional rooms, park personnel, table linens, or any electronic equipment. Authorized representative is responsible for removing/discarding all decorations, table coverings, and food items. Park District staff will remove trash placed in receptacles as needed.
16. Food and drink are only allowed in the rental area and are prohibited in areas of the facility in which food and drinks are specifically not allowed.
17. Birthday Party Package and Rentals will have access to the assigned room no more than fifteen (15) minutes prior to party.
18. Smoking is prohibited within 50 feet of all entrances to Park District buildings.
19. The Palatine Park 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 Renter's use of the premises and Renter hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Renter may sustain as a result of this Agreement. Renter further agrees to waive and release the District from any and all losses, claims, suits or judgments or damages that User might sustain as a result of any and all activities connected with or associated with this agreement.
20. Organizations, businesses, and service providers shall provide a certificate of insurance that meet the requirements set forth in the Certificate of Liability Insurance Requirements section of these terms and conditions.
21. The Park District will not assume responsibility for lost or damaged property.
22. Use of sound amplification systems at outdoor venues is prohibited, except when specifically authorized by the Executive Director through a Special Use Permit. Some request for amplified sound may require the renter to attend a Park Board Meeting for Board approval.
23. Only Park District sponsored organizations may use a park building as a mailing address.
24. The applicant, his/her organization and members agree that the Palatine Park District does not sponsor their rental and shall not publicize their rental to the contrary.
25. Any electrical, motorized equipment or temporary storage structures brought onto Park District property must be authorized on the permit.
26. All user groups of the Palatine Park District must comply with the intent of the American Disabilities Act and not discriminate in any way.
27. Facility usage is limited to the hours indicated in on this agreement. This includes any time needed for set-up, clean-up, decorating, or contracted service/delivery such as DJ, caterer, etc. associated with the event. Groups and individuals who arrive early or stay beyond their scheduled time will be required to pay for additional time at \$25 for each fifteen (15) minute block of time. These additional charges will be either subtracted from the security deposit or charge to the credit card of the renter.
28. All agreements and contracts between renters and Merchant/Vendor/Service Providers are done incidentally of the Palatine Park District and are entered at the renter, merchant, vendor, and or service providers own risk. The Palatine Park District accepts no responsibility for problems that develop between the renter and merchant, vendor, or service providers.



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29. Renters shall be responsible for all claims for damage to content of the facility and the premises, caused by any employee of a service provider and guest of the renter.
30. Renter 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. Renter is solely responsible for determining whether said facility is safe, appropriate, and/or compatible for Renter's intended use.
31. All equipment placed on Park District property must be set up according to manufacturer's specifications and used as intended.

III. Certificate of Liability Insurance Requirements

1. Renter shall provide a certificate of insurance verifying \$1,000,000 minimum general liability insurance naming the Palatine Park District as additional insured, accompanied by a properly executed additional insured endorsement using CH 2011 or equivalent, and specifying the date(s) and nature of the event no later than twenty-one (21) days prior to event. If alcoholic beverages are being served or consumed, Renter must also provide proof of Dram Shop and Liquor Liability insurance. Renter's insurance shall be primary insurance as respects the Palatine Park District. Any insurance or self-insurance maintained by the Palatine Park District shall be in excess of Renter's insurance and shall not contribute with it.
2. Renter's insurer shall agree to waive all rights of subrogation against the Palatine Park District.
3. Persons, organizations, and third party vendors that provide services or equipment on Park District property shall provide a certificate of insurance that includes the following: Elected and appointed officials, employees and agents of the Palatine Park District as additional insured. The amount of general liability coverage must be a minimum of one million dollars (\$1,000,000) per occurrence general liability coverage plus a two million dollar (\$2,000,000) aggregate coverage limit.
4. This insurance requirement may be waived or modified upon written approval by the Palatine Park District.

IV. Copyright Infringement Acknowledgement

1. No infringement, User covenants, represents and warrants that user has obtained all necessary licenses or permissions required under law for the public performance, reproduction, or use of any music, videos, art work, choreography, dramatic work, or literary work (collectively Materials) to be played, performed, or otherwise displayed or reproduced during the Event, whether live, recorded or publicly broadcast. User covenants, represents and warrants that its use of the Materials do not infringe on any intellectual property of proprietary rights of another, including but not limited to copyrights, trademarks, patents or trade secrets (collectively IP Rights). User shall assume all costs associated with the IP Rights of another in connection with the Materials, including but not limited to the cost of obtaining the appropriate licenses and/or permissions. The Park District reserves the right to request adequate proof that User has obtained the necessary licenses and/or permissions for use of the Materials. A user who fails to obtain necessary licenses and/or permissions for use of the Materials or to provide adequate proof thereof shall constitute a material breach of this Contract and discharge the Park District from any further obligations. User agrees to indemnify, defend and hold the Palatine Park District harmless for and against any loss, damage, or liability (including attorney fees and litigation costs) incurred by the District in connection with any allegation that use of Materials infringes IP Rights or other.

V. Deposits, Payments, and Additional Charges

1. Full payment for all rentals less than \$100 is due at the time of booking. Rentals greater than \$100 will be billed the first \$100 at the time of booking with the remaining rental fee due a minimum of ten (10) business days prior to event date, and a credit card left on file. Renters who do not wish to leave a credit card on file must provide an additional \$100 downpayment.
2. Rental of the Cutting Hall Performing Arts Center require \$100 of the rental fee with 50% of the total rental ten (10) business days after booking.
3. The Park District reserves the right to cancel any rental that is not paid in full.
4. Cardholder, by signing this agreement, agrees to allow the Park District to charge said Cardholder for the remaining cost of the event. The District may, in its sole discretion, assess additional charges for damages caused before, during, or after the event by Cardholder or by anyone of whom Cardholder is responsible. By signing below, Cardholder expressly authorizes the Park District to charge his or her credit card for the aforementioned charges.



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VI. Cancellation and Refunds

1. Any cancellations must be received in writing at least ten (10) business days prior to the reservation date and will be provided a refund less \$10.00 processing fee. Cancellations made less than ten (10) business days prior to the reservation dates will result in a loss of security deposit and may be subject to additional fees being withheld. Any withheld fees or charges is at the discretion of the Palatine Park District.

VII. Athletic Fields

1. Parks are open from sunrise to sunset. Only rentals of athletic fields with lights can go beyond this time. Light fees will be assessed for use of lights.
2. Only service animals are allowed inside the field complex.
3. No food (including sunflower seeds), gum or chewing tobacco is allowed on the synthetic turf surface. Glass containers, grills or other open fire cooking structures are prohibited.
4. Plastic and rubber cleats are permissible. Metal spiked shoes are not allowed on any District synthetic turf surface. Athletic shoes must be clean and free of mud.
5. During athletic competitions, all spectators shall remain off the synthetic turf surface.
6. Portable goals shall only be moved by authorized personnel who have been trained in accordance with IL Movable Soccer Goal Act "Zachs Law".
7. Only free-standing field markers and sports equipment may be used on the synthetic turf surface. No stakes, posts, poles, or markers of any kind may be driven into the synthetic turf surface.
8. No unauthorized vehicles, tents, chairs, or shade structures are allowed on the synthetic turf surface.

VIII. Cutting Hall Performing Arts Center

1. Promotional materials for events held at Cutting Hall Performing Arts Center shall include the following statement: "Cutting Hall Performing Arts Center is a facility of Palatine Park District."
2. All groups are required to have all ticket sales processed and issued through the Cutting Hall Box Office services, regardless of the nature of the event, whenever any price is charged for an admission to the event. No Other Box Office or service may be used. Only free admission to the public and/or private rentals which are closed and not publicized to the public, are exempt from this requirement. The renter is responsible for consulting District staff regarding their rental, before issuing any publicity, advertising, or ticketing. A violation of this term results in a breach of this contract and that of other contracts with which the Palatine Park District is a party.
3. Open flame or pyrotechnics are not allowed without written approval by an authorized District staff member.
4. Renter is responsible for removing and discarding all items brought on premises during the allocated strike time. All areas of use will be checked by Park District Staff and the group representative prior to group check out.
5. Renter is responsible for returning any equipment, scenery, and props to the proper location within the facility or in the case of equipment to the proper District Staff member during the allocated strike time in the condition in which it was received.

IX. Outdoor Shelters

1. Parks are open from sunrise to sunset.
2. Resident picnic shelter permit requests are accepted starting the first business day of the year for the rental year. Non-resident picnic shelter permit requests are accepted starting February 1 of the rental year.
3. Picnic shelter permits are issued for the months of April through October.
4. Picnic shelter permits will be issued for only one (1) date/use. Towne Square permits only will be issued for a two (2) hour period to be specified on the permit request.



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5. Permits for rental groups that expect more than 100 participants shall be issued only with the specific approval of the Executive Director
6. Tents, inflatable attractions, and similar equipment brought on to Park District property must be approved by the Executive Director through a Special Use Permit. Tents that cover over 799 square feet require a Village permit and inspection. Equipment that is staked in the ground requires review and approval by Palatine Park District Parks Department.
7. All equipment placed on Park District property must be set up and taken down on the same day.
8. Owners and operators should set up the tent, inflatable attraction, or similar equipment according to the manufacturer's specifications and procedures. Do not leave the inflatable attraction unattended in advance of use. Once inflated, supervision must be continual throughout its use and immediately deflate it and take it down when finished.

X. Palatine Stables

1. Renter and all guests assume all risks of injury, loss, or damage to person or property. Renter and all guests are required to sign an additional waiver before participating in activities at the stables. Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of Equine Activities per (Civil Immunities (745 ILCS 47/) Equine Activity Act).

XI. Caterers

1. No preparation of food from scratch may be done using the facility warming kitchen. The warming kitchen is to be used strictly as an assembly and warming kitchen.
2. Renters are responsible for coordination and arrangement of all food services including delivery, set up, take down, clean up, and any other catering related details with their caterer.
3. Caterers may be required to provide a copy of the Village of Palatine temporary food event permit.
4. Renter is responsible for: Discarding of all paper cups, plates, plastic flatware and any miscellaneous debris from gifts or packages; removal of all equipment and service ware from facility; preparation, service and removal of the food service; cleanup of the table decorations at the end of the rental; coordination with the Park District regarding the number of tables and chairs needed for the rental and room set up; thorough cleaning of the kitchen (floor, sinks, counters, and kitchen equipment; and exiting the facility by the time specified on the rental agreement; and removal of all garbage into the trash containers provided by the facility.

XII. Statement of Agreement

We/I agree to the above listed terms and conditions and to hold harmless the Palatine Park District, Cook County, Illinois, the Park Board, its members and employees: and to assume responsibility for, and defend at our/my own expense, all claims for damage to property and persons, including medical expense, for injuries incurred and arising incidental to the use of the facility involved. It being further understood and agreed that the Palatine Park District assumes no obligation or responsibility in connection with said use of facility. We/I further agree to assume all cost of damage to the parks/ buildings, pools and/or contents during the period authorized and all results of such said use of facility and/or contents. We/I further agree to adhere to the statement of policy, rental procedures, and the rental terms and conditions. This agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either express or implied, 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. This agreement may not be assigned by Renter without the District's prior written consent. 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. Interpretations of this agreement shall be governed by the laws of the State of Illinois.