



Darien Park District
 7301 Fairview Avenue • Darien, IL 60561
 Tel: 630-968-6400 • Fax: 630-968-7844 • www.darienparks.com

Revised 3-15-17

Pavilion Rental Agreement

Name (Personal Use): _____ Today's Date: _____

Company Name (Business Use): _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person's Name: _____ Phone: _____ Fax: _____

Email Address: _____ Cell Phone: _____

Purpose of Rental: _____ Number of People: _____

Resident Non-Resident

Personal Business Other

Pavilion Requested: Date: _____ Day: _____ Time: _____

_____ Meyer Woods
 _____ Smart Oaks
 _____ Darien Community Park (South)

*******OFFICE USE ONLY*******

Pavilion Rental Fee: _____

Alcohol Permit Fee (see page 3):\$ _____

Alcohol Insurance Fee (CC only): \$ _____

Inflatable Permit (see page 2):\$ _____

Total Amount Due: \$ _____

Payment Information (Make Checks Payable to the Darien Park District)

Cash: \$ _____ Check#: _____ CC: Disc. _____ Visa _____ MC _____

Total Paid: \$ _____

CC#: _____ Exp. Date: _____

CVV: _____

Date: _____ Staff Initials: _____

Cancellations:

1. Fee of \$25 applies if rental cancelled more than 14 days before rental.
2. No cancellations allowed 48 hrs prior to rental.
3. Fee of 50% of rental applies if rental cancelled within 14 days of rental
4. Transfer of dates may be allowed on a case by case basis

Date Cancelled: _____ Fee Assessed: _____ Staff Initials: _____

Damage/Late Exit Deposit

- A deposit is required when renting Pavilion
 - _____ Personal 1-100 people (\$150)
 - _____ Personal 101-200 people (\$200)
 - _____ Business 1-100 people (\$250)
 - _____ Business 101-200 people (\$500)
 - _____ School Deposit (\$250)

The ONLY acceptable payment methods are credit card or check. NO CASH!!!

- A refund check for deposits will be mailed if the pavilion is left in an acceptable condition. Please allow 2-3 weeks for the processing of the refunds.

CC#: _____ Exp: _____

Charged Date: _____ Staff Initials: _____

Refunded Date: _____ Staff Initials: _____

Inflatables

If your group is planning on bringing in any type of inflatable:

- Purchase an inflatable permit (fees below)
- Provide a certificate of insurance, naming the Darien Park District as Additional Insured.
- This certificate must be provided to the DPD no less than 1 week prior to rental.
- Insurance Certificate must show \$1 Million in General Liability per occurrence and \$2 Million aggregate coverage for using the inflatable.

Please note:

- There is a maximum of 1 inflatable per picnic.
- Inflatable must be provided by a licensed inflatable company, no personal inflatables allowed.
- The company bringing the inflatable may NOT drive into the park.
- Company must provide their own generator—power from the pavilion may not be used.

Inflatable Permit Fee: This fee is in addition to the insurance.

Inflatable Permit Fee:

_____ Individual \$30 (R)

_____ Individual \$50 (NR)

_____ Company \$100

TOTAL INFLATABLE FEE (PERMIT): _____

CERTIFICATE OF INSURANCE PROVIDED: _____

Alcohol Permit/Insurance Information

If your group is planning on bringing and/or consuming alcohol of any type, you must purchase an alcohol permit (fees below)

Please note:

- Only beer and wine are allowed (no hard alcohol is allowed)
- Permit requestor must be 21 years or older
- No alcohol may be sold
- No alcohol may be served to minors
- The Darien Police Department checks all picnics for alcohol permits. If a picnic has alcohol without a permit, the picnic will be shut down and the security deposit will be forfeited. The person or company will NOT be allowed to rent our pavilions in the future.
- Payment by Credit Card ONLY

Alcohol Permit Fee: This fee is in addition to the insurance.

Alcohol Permit Fee: _____ Individual \$50 (R) _____ Individual \$75 (NR) _____ Company \$125
--

Alcohol Insurance: You must purchase alcohol insurance through the Park District. Must be paid by Credit Card Only.

<p><u>Purchase Coverage Through Darien Park District:</u></p> <p>*Once purchased, if coverage is cancelled within one week, a fee applies (Cancellation fee varies depending on event)</p> <p>The cost is currently (subject to change at any time): Groups of 100 or less = \$140.38 Groups of 101 or more = \$175.60</p> <p>_____ I will purchase coverage through the Darien Park District _____ Group of 100 or less (\$140.38) _____ Group of 101 or more (\$175.60)</p>

ALCOHOL INSURANCE FEE (credit card only): _____ ALCOHOL PERMIT FEE: _____
--

Violation of Any of The Following Rules May Result In Termination of Rental and/or Damage/Late Exit Deposit

The person filling out the application must be a resident in order to receive the resident rate, and must be in attendance at the picnic. This person will be held responsible for any damages or violations to these policies. In order to receive resident rate, the rental must be for personal use.

Recitals

- A. As used in this Agreement, "District" 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, park area, 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(ies) until the time(s) and date(s) specified on agreement without prior approval.
2. The Lessee(s) shall vacate the facility(ies) at the time(s) and date(s) indicated on agreement or forfeit damage/Late Exit deposit.
3. **The Lessee(s) shall remit the full payment due for the rental at the time of booking.**
4. That (I)(We), will 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.
5. That the District does not assume any liability for property lost or stolen on the District premises, or for personal injuries on the premises during Lessee(s) use of the premises and Lessee(s) hereby agree to assume the full risk of any injuries, damages or loss, regardless of severity, that Lessee(s) may sustain as a result of this Agreement. Lessee(s) further agrees to waive and release the District from any and all losses, claims, suits or damages that Lessee(s) might sustain as a result of any and all activities connected with or associated with this Agreement.
6. Smoking and gambling in the park is prohibited.
7. One chaperone over the age of 21 years must be provided for every ten minors. All minors must be supervised outside of pavilion.
8. That no District equipment or property shall be removed from the premises.
9. 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 unless proper alcohol permit and insurance are provided. 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.
10. Lessee (s) agree to clean tables, chairs and restore the facility to its prior condition or the pavilion should be left in equal or better condition than it was found. If not, the District reserves the rights to retain from the damage deposit the amount of costs incurred by the District. Any additional costs will be billed. (See **Attachment A - To Avoid Damage/Late Exit Deposit Forfeiture To Do List**).
11. 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 District attention any potential dangers, safety hazards or problems.
12. Lessee(s) is solely responsible for providing any and all supervision of lessees guests and invitees at all times during Lessee(s) use 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 District facilities.
13. Lessee(s) shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
14. That this agreement for lease of the District facility(ies) will not be entered into by the District unless said Agreement is signed and delivered to the Office of the District at the above address with appropriate deposits and fee.
15. If this Agreement is canceled by the District, Lessee(s) will not be required to pay the fee hereinbefore designed. The non-refundable booking deposit will be forfeited in all other circumstances whether or not the premises are used by

Lessee(s).

- 16. It is fully understand and agreed by the parties that the Lessee(s) guarantees to defend, indemnify and hold harmless the District, its officers, employees, volunteers, and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fee) arising indirectly or directly in connection with or under, or as a result of this Agreement.
- 17. Lessee(s) shall comply with any and all applicable ordinances and permit procedures.
- 18. This Agreement may not be assigned by Lessee(s) 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 laws of the State of Illinois.

Attachment A

**To Avoid Damage/Late Exit Deposit Forfeiture,
Keep the pavilion and park in an acceptable condition and follow all park rules,
including:**

1. Clean the tables by moving everything off the tables into trash cans/garbage bags. Take away excessive trash.
2. Vehicles are not allowed to drive in the park or next to any pavilion.
3. Dunk tanks, animals, and carnival rides are prohibited.
4. Digging holes for horseshoes or any other reason is not allowed.
5. Loud music/disorderly conduct is not allowed.
6. Do not damage pavilion or park grounds.
7. The use of loud speakers, public address systems, and grills are prohibited except with special written permission from the Darien Park District Executive or Assistant Director. A fee may be assessed for their use.
8. Permits are not issued to individuals or groups charging admission or fees for the purpose of private monetary gain unless permission is granted by the Darien Park District.
9. No campfires may be constructed and portable fire pits are prohibited.
10. Pop-up canopy tents 12'x12' or smaller will be allowed. No stakes will be allowed in the ground.
11. When renting a pavilion, you are reserving just that area. Since our parks are public property, all other facilities, such as tennis courts, basketball courts, playgrounds, etc. must remain open to the public.

**I have read and fully understand the above information and agree with the rules listed above.
SIGNATURE MUST BE THAT OF CONTACT PERSON FROM PAGE 1**

Date: _____

Name: _____

Signature: _____

Home Phone#: _____

Cell Phone#: _____

**DO NOT WRITE IN THIS BLOCK - FOR
STAFF USE ONLY**

**Should Park District Refund
Damage/Late Exit Deposit:**

YES

NO (Please fill out the Collecting
Damage/Late Exit Deposit Form)

Approved by: _____

Date: _____