

# Wilmette Park District 1200 Wilmette Avenue Wilmette, IL 60091 (847) 256-6100

- OFFICE USE ONLY -
Date requested
Date mailed
Date approved
Approved by Committee (>100)
Cert. of Insurance & Endorsements
rec'd

# FACILITY PERMIT AND USAGE AGREEMENT OUTDOOR SPECIAL USE

NOTE: The Wilmette Park District, at its discretion, may require you to obtain insurance coverage for this event. The Park District will require you to provide a Certificate of Insurance, listing the District as an additional insured, and also provide any and all endorsements to the policy. If these endorsements exclude the activities of your event, your application for a permit may be rejected. This documentation must be returned to the Park District no later than 72 hours before the event. APPLICANT NAME \_\_\_\_\_ DATE SUBMITTED\_\_\_\_\_ EMAIL DESCRIPTION OF EVENT ACTIVITIES PARK NAME \_\_\_\_\_ LOCATION IN THE PARK \_\_\_\_\_ NUMBER OF GRILLS \_\_\_\_\_\_ NUMBER OF TABLES \_\_\_\_\_ ARE YOU UTILIZING AN OUTSIDE VENDOR? \_\_\_\_\_ SPECIAL REQUIREMENTS \_\_\_\_

TIME ARRIVING FOR SET UP\_\_\_\_\_\_ (Please note that set-up and clean-up times are included in fee calculation)

 ${\it CANCELLATIONS: Service fee is charged thirty (30) days or less before event.}$ 

RENTAL FEES

DEPOSIT: 50% of the rental fee (non-refundable) is required to secure the rental. The deposit will be credited toward the rental cost.

\_\_\_\_\_ (To be determined by Wilmette Park District)

## INDEMNIFICATION AGREEMENT FOR FACILITY USE This agreement made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Wilmette Park District and the applicant first above written. I agree that neither the Wilmette Park Board nor the Wilmette Park District assumes any responsibility or liability for personal injury to me, my guests, personal equipment or other personal property. All rights to assert any such liability is

hereby waived and I agree to hold harmless the Wilmette Park Board or the Wilmette Park District from any acts for which I am liable. I agree to pay for any damage arising from my use of the facility or equipment therein and/or additional

- I agree to return the Park District property to the condition it was in prior to my use of the location.
- I agree that any and all cooking will be done only on the grills provided by the Park District

maintenance fees.

- I agree that my guests will not bring or consume alcoholic beverages in the above-mentioned park.
- I agree to pay for any damages to the Park District arising from my use and that of my guests and participants.
- I agree that if required, I will obtain insurance coverage and provide a Certificate of Insurance listing the Wilmette Park District as an additional insured and provide any and all endorsements to the policy. I will present these documents to the Park District no later than 72 hours before the event before this permit will become valid.

I acknowledge that I will be required to provide a Certificate of Insurance, listing the Park District as an additional insured, and also provide any and all endorsements to the policy.
This documentation must be returned to the district no later than 72 hours before the event.
IN WITNESS HEREOF, the parties have executed this agreement as of the day and year first above written.
WILMETTE PARK DISTRICT
Ву
Its Authorized Agent
If submitting this form online or via fax, my online or facsimile signature shall substitute for and have the same legal effect as a original signature.
Applicant Signature

## **ADDENDUM TO FACILITY USAGE POLICIES**

#### **ADMISSION**

Approval of a Park Use Permit does not include admission to the Gillson Swimming Beach, Sailing Beach or Centennial Pool. All parking and entrance fees are in addition to permit fees.

## **ALCOHOL**

Persons shall not consume or possess any beer, wine, ale, or other intoxicating liquors while on Wilmette Park District property.

#### ANIMAIS

Pets must be kept on a ten-foot or less leash (leashes must be held by owner) at all times. Pets must be cleaned up after. Attempting to harm or capture any native animals or birds from any Wilmette Park District property is not permitted.

## **ATTENDANCE**

The use of the facility must be consistent with and acceptable to the standards set by the Wilmette Park District. The total number of participants must not exceed the attendance listed on the approved permit. If the actual attendance is higher than stated on the permit, it may result in automatic shutdown of the event.

## **BEHAVIOR**

Applicant is solely responsible for the conduct of Applicant and Applicant's guests/invitees and for providing any and all supervision at all times during use of any facility, including all common areas. Applicant shall be responsible for ensuring that Applicant's guests and invitees comply with all applicable rules and regulations pertaining to use of Wilmette Park District facilities. Applicant shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.

#### BONFIRES

Bonfires are not permitted in any Wilmette Park District facility.

## CANCELLATION

Written notice of cancellation must be received by the park supervisor no later than two (2) weeks prior to the event start date. Cancellations must be in written form; <u>verbal cancellations will not be accepted</u>. Park Use Permit fees are non-refundable.

## COMPLIANCE WITH ORDINANCES

The applicant shall comply with laws of the State of Illinois and all Wilmette Park District ordinances, codes, conditions, and requirements. For a list of ordinances, please visit <a href="http://www.wilmettepark.org/policies-and-ordinances">http://www.wilmettepark.org/policies-and-ordinances</a>.

## STAFFING FEES

Depending on the type of event, the Wilmette Park District may require District personnel at the function. All Wilmette Park District personnel involved before, during, and after the day of the event may be charged back to the permit-holding. The Wilmette Park District shall determine the number of personnel needed to ensure safety of participants and minimize the inconvenience to residents. The bill will be transmitted to the sponsoring agency within thirty (30) days after the completion of the event.

## **DECORATIONS AND EQUIPMENT**

Decorations and equipment are subject to approval of the Wilmette Park District. Applicant may not leave any such items unattended at the facility at any time. All such items must be removed from the premise after the event has concluded.

## FEES

Applicant shall submit full payment for all applicable permit fees and facility usage fees prior to the scheduled event.

## **GRILLING**

Grilling is only permitted in the designated picnic areas and may only be done on the stationary grills provided. Personal grills are not permitted in any facility.

## **HOURS**

Patrons may not enter or remain in any park after the posted closing time. The hours of the parks are 6:00am – 10:30pm, unless otherwise posted.

## LOCATION

All contracts shall be issued for specific locations with the understanding that the remainder of the facility is not to be used. Wilmette Park District properties are multi-use facilities. Please be aware that there may be other activities/programs taking place in the park during your event.

## PARK DISTRICT PROPERTY

No Wilmette Park District equipment or property shall be removed from the premises.

## **PROPERTY DAMAGE**

The Property must be protected from damage or mistreatment. In case of property damage, notification will be made within forty-eight (48) hours to the Applicant or organization contracting for the rental of the space. Damages shall be paid for by the organization or individual using the contracted room within ten (10) days of receipt of the repair bill. This payment is in addition to the rental fee.

## **SAFETY**

All necessary precautions for fire protection and safety must be observed.

## SET UP AND TEAR DOWN

Applicant shall not enter, occupy or use this listed facility until the time(s) and date(s) specified. Applicant shall vacate the facility at the time(s) and date(s) indicated on the Park Use Permit.

## SUPERVISION OF MINORS

The Applicant is responsible for ensuring that all activities are properly controlled and supervised. Adequate adult chaperones must be provided if any group members are under eighteen (18) years of age. One chaperone is required for every fifteen (15) participants under the age of eighteen (18).

## SWIMMING/WADING

Swimming and wading are only permitted in the marked swim areas at our lakefront parks, and may only be done when a lifeguard is on duty.

## WASTE

The facility reserved shall be left clean and in order. All refuse shall be placed in garbage receptacles and the grounds are to be clear of debris. If Applicant or organization contracting for park use does not comply, an additional charge for maintenance service will be billed in addition to the permit/facility usage fees. This charge must be paid within ten (10) days of receipt of the maintenance bill.

The following insurance coverage must be obtained. (OFFICE USE ONLY)  (Place an "X" beside each required insurance coverage and have applicant initial each blank.)
Comprehensive General Liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Park District.
CGL shall not be endorsed to exclude athletic participation.
Business Auto and Umbrella Liability and, if necessary, Commercial Umbrella Liability insurance with a limit not less than \$1,000,000 per occurrence. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.
Workers Compensation and Employers Liability Insurance shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Revised 8/13/2018