

## **Park Shelter Reservation Application**

**NOTICE:** THIS RESERVATION GIVES YOU PRIORITY USE OF THE SHELTER SPACE ONLY. It does not guarantee the cleanliness of the shelter, as it is a public space. We strongly suggest checking the condition of the shelter the day of your reservation.

Drinking alcohol and/or smoking are not permitted on any Park District property. If alcohol and/or smoking are detected, additional fees will apply.

		Reservation Information		
Date(s) Faci	ility is Needed:			
Requested F	Park Facility:			
Time of Use	e:			
Reason for l	Facility Use:			
Estimated N	Tumber of Persons:			
		Applicant Information		
Full Name:				
	Last	First		M.I.
Address:				
	Street Address			Apartment/Unit #
	City		State	ZIP Code
Phone:		Email:		

## Recitals

- As used in this Agreement, 'Flagg-Rochelle Community Park District' includes its officers, officials, agents, employees, and volunteers.
- As used in this Agreement, "premises" and "facilities" includes all rented facilities and common areas, including but not limited to parking facilities, restrooms, walkways, hallways, 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. User shall not enter, occupy or use this listed facility(ies) until the time(s) and date(s) specified above.
- 2. User shall vacate the facility(ies) at the time(s) and date(s) indicated above or be charged a pro-rata amount for every one-half (1/2) of overtime use.
- 3. User shall remit the full balance due for the reservation of said facility (ies) upon reserving of said facility (ies)/property.
- 4. 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.

- 5. 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 judgments or damages that User might sustain as a result of any and all activities connected with or associated with this Agreement.
- 6. That no District equipment or property shall be removed from the premises without written permission of the District.
- 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 shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
- 9. That either party hereto may cancel this Agreement by delivery of written notice to the other party at least 48 hours prior to the scheduled hour as hereinbefore designated. If this Agreement is so canceled, User will not be required to pay the fee hereinbefore designated.
- 10. 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.
- 11. User shall comply with any and all applicable rules, regulations, ordinances and permit procedures.
- 12. 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.
- 13. 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 in not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
- 14. This agreement may not be assigned by User without the District's prior written consent.
- 15. 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.
- 16. Interpretation of this agreement shall be governed by the laws of the State of Illinois.

Fax: (815) 562-5383

Furthermore, I understand and agree that this reservation allows me priority use of the space listed above and does not guarantee the cleanliness of the shelter, as it is a public space. I understand that I may be asked to reduce noise levels. If compliance is not met, I violate agreement of contract and may be asked to leave and lose future rental privileges and deposit. COVID-19: I understand and accept the risks of participating in recreation programs during the COVID-19 pandemic. I agree to stay home if I am exposed to or exhibiting any signs of COVID-19 or other illness. I agree that I will be compliant with all FRCPD, CDC, and State Guidelines including, but not limited to mask wearing, social distancing, and limited group sizes. I understand that this is a public facility that I am reserving and, therefore, sanitizing of the facility cannot be done immediately prior to my usage. I understand that Inflatable rides such as Moon Jumps can only be used if the District has received a certificate of liability insurance from the vendor listing the District as additionally insured. I also understand the District is not responsible for weather conditions. In the event of snow, the District cannot provide weekend snow-removal, so the renter has the option of removing snow themselves or canceling event with a full refund. I also agree to the below stipulations.

Additional Stipulations:		
Applicant's Signature:		Date:
	Office Use Only	
	\$ Non-Refundable Reservation Fe	e
Approved By:		Date:
Phone: (815) 562-7813	735 N. 2 <sup>nd</sup> Street	www.RochelleParkDistrict.org

Rochelle, IL 61068

Open M-F 8:30a-5:00p