



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 reserves the right to cancel this permit in part or in its entirety when deemed necessary or if the renter fails to adhere the rental terms and conditions.
9. 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. Alcoholic beverage is allowed only at Falcon Recreation Center through the beverage service provided by the District.
2. Alcoholic beverages are prohibited at all other facilities throughout the Palatine Park District, without approval and authorization of the Executive Director. Authorization can be requested by completing a Special Use Permit and providing proof of insurance with liquor liability coverage.
3. Adequate adult supervision, as determined by the Executive Director, must be provided. Rental groups 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. Once booked, rentals cannot be transferred to another household.
5. 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 forfeit their security deposit in full and may be 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.
6. 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.
7. 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 facility upon departure.
8. Sterno fuels and candles must be extinguished by the Renter before the end of the rental.



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II. General Terms and Conditions (continued)

9. 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.
10. 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.
11. 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.
12. Guest of the District are expected to 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.
13. 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.
14. 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.
15. 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.
16. Birthday Party Package Rentals will have access to the assigned room no more than fifteen (15) minutes prior to party.
17. Smoking is prohibited within 50 feet of all entrances to Park District buildings.
18. The applicant, his/her organization and members agree to release the Park District from all liability in connection with the use of Palatine Park District property and/or facilities.
19. The Palatine Park District does not extend health or liability insurance coverage to any renter, guests of renter, or service provider associated with this rental.
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 on the permit. In addition to Park District approval, applicant must obtain permission from the Village of Palatine for sound amplification.
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. Parks are open from 8:00am until Dusk.
28. 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.
29. 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.
30. 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.



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III. Certificate of Liability Insurance Requirements

1. Coverage Limits 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.
2. 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.
3. Palatine Park District is listed as the certificate holder.
4. The event, date and location shall be listed under Description of Operations.
5. The Palatine Park District and its elected and appointed officials, employees, and agents shall be named as additional insureds on a primary and non-contributory basis.
6. Requests for Liquor must include Liquor Liability coverage.
7. If the outside party (vendor, organization, etc.) has any employees we need proof of worker compensation insurance coverage and it must include a waiver of subrogation.
8. If the outside party (vendor, organization, etc.) uses any motor vehicles as part of the activity, they must provide proof of automobile liability insurance coverage and name the Palatine Park District and its elected and appointed officials, employees, and agents as additional insureds. Same limits of coverage as above apply.
9. If there are special situations, such as possible environmental pollution, fireworks, etc. that special exposure needs to be specifically listed as a covered exposure and the Palatine Park District and its elected and appointed officials, employees, and agents as additional insureds. Coverage limits will vary depending on the project.
10. A certificate of insurance evidencing all of the above, with the additional insured endorsement and waiver of subrogation endorsement must be attached to the rental agreement.

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 failures 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. Renter who do not wish to leave a credit card on file must provide an additional \$100 refundable security deposit.
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.
 2. Cancellations for rentals and events at Cutting Hall Performing Art Center must be made in writing and will be refunded as follows: 90 days prior to the first rental date will be charged a \$100 cancellations fee; less than 90 days prior to the first rental date will result in the loss of the full \$300 security deposit.
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VII. Athletic Fields

1. Only service animals are allowed inside the field complex.
 2. No food (including sunflower seeds), gum or chewing tobacco is allowed on the synthetic turf surface.
 3. Metal spiked shoes are not allowed on any District synthetic turf surface.
 4. Clean athletic shoes (free of mud) and plastic cleats are permissible.
 5. During athletic competitions, all spectators shall remain off the synthetic turf surface.
 6. Portable goals are to be moved by authorized personnel only who have been trained in accordance with 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.
 9. Grills or other open fire cooking structures are prohibited.
 10. Authorized vehicles only.
 11. No glass containers.
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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, and 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 of 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 of 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 of 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.
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IX. Outdoor Shelters

1. 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.
2. Picnic shelter permits are issued for the months of April through October.



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IX. Outdoor Shelters (continued)

3. 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.
 4. Permits for rental groups that expect more than 100 participants shall be issued only with the specific approval of the Executive Director.
 5. Alcoholic beverages at picnic shelters are allowed by approved Special Use Permit only, with required proof of age and temporary liquor liability insurance.
 6. The Park District 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.
 7. Tents or any item staked in the ground require review and approval by Palatine Park District Parks Department. Please contact the Assistant
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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).
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XI. Bar Service

1. Renter must select a bar package from the available District packages.
 2. The Palatine Park District reserves the right to reject any rental or bar service request it deems inappropriate.
 3. Bar/Beverage Service will start and end at the time designated on the Facility Sales Receipt.
 4. Renter must be at least 21 year of age, by signing agreement renter signifies they are at least 21 years of age.
 5. Neither the Renter nor their guests shall distribute or permit guests under the age of 21 to consume, order, or purchase any form of alcohol.
 6. There is a limit of two (2) alcoholic drinks per person (age 21 years and over) per bar visit.
 7. Bartenders reserve the right to further restrict quantities based on his/her discretion.
 8. This agreement is made in conjunction with all other agreements in these terms and conditions. The renter agrees to follow all stipulations outlined in these terms and conditions.
 9. Renter is responsible to ensure their guests behave in a safe, non-threatening manner. If District staff and/or Bartenders deem a guests behavior unsafe or threatening, the Renter will receive one verbal warning. If the behavior continues, the bar will be closed, and the remainder of the rental canceled with no refund issued of rental fees and loss of security deposit.
 10. District staff reserve the right to contact police if a guest of the rental exhibits behavior they deem to be unsafe or threatening.
 11. All alcoholic and non-alcoholic drinks must remain in the designated rental areas.
 12. Neither the renter, guests, or caterers may bring outside alcoholic beverages onto Park District property.
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XII. 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.



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XII. Caterers (continued)

4. Renter is responsible for: Discarding of all paper cups, plates, plastic flatware and any miscellaneous debris from gifts or packages (unless cleanup service has been purchased available only at Falcon Recreation Center); removal of all equipment and service ware from facility; preparation, service and removal of the food service; clean up 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.

XIII. 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.