

# ***VILLAGE OF WILLOW SPRINGS***

## ***SENIOR/COMMUNITY CENTER RENTAL AGREEMENT***

This agreement constitutes a contract between the Village of Willow Springs and \_\_\_\_\_ (RENTER'S NAME) who is solely responsible for the actions of him or her, as well as the permittees, invitees or guests (hereinafter collectively referred- to as RENTER), and the Village of Willow Springs (hereinafter referred to as VILLAGE) for rental of the property located at 8156 Archer Avenue, Willow Springs, Illinois (hereinafter referred to as the SENIOR/COMMUNITY CENTER). Please read thoroughly, sign and send back to VILLAGE as soon as possible with the fee. We must have this Rental Agreement on file, signed by the RENTER, before we can allow admittance to the SENIOR/COMMUNITY CENTER.

1) **ELIGIBILITY:** In order to rent the SENIOR/COMMUNITY CENTER, the RENTER must:

- be a resident of the Village of Willow Springs
- be in good standing with the Village of Willow Springs
- be at least 21 years of age

RENTER must present proof of residency and age upon securing rental date.

RENTER must be present at the SENIOR/COMMUNITY CENTER for the entire duration of the rental period.

RENTER is not permitted to rent the SENIOR/COMMUNITY CENTER more than once per calendar year.

2) **AVAILABILTY:** Rental space is available on a first come first serve basis with a one month notice of the party date. Willow Springs Senior Club and the Village of Willow Springs special functions and meetings take precedence over renting out the facility.

3) **CAPACITY:** No more than the amount of persons agreed on by this contract may be allowed to occupy the SENIOR/COMMUNITY CENTER for any rental event. On the line below, you are stating the maximum number of persons that will occupy the SENIOR/COMMUNITY CENTER for your rental. Any misstatement on this agreement of the number of persons occupying the premises will result in a fine of \$1,000.

Maximum number of persons occupying the premises during my rental period is (circle):    10    15    20    25    30    35    INITIALS: \_\_\_\_\_

- 4) **FEES:** The rental fee schedule for the SENIOR/COMMUNITY CENTER is as follows:
  - a) Community Groups, Dance Lessons, etc. (2 Hour Max) = \$37.50 each rental event (may book weekly or monthly)
  - b) Seminars, Lectures etc. (4 Hour Max) = \$100.00 each rental event
  - c) Small Private Parties for Renter's Immediate Family Only (such as small birthday parties, showers etc.), or Organizations. (6 Hour Max) = \$187.50 each rental event
- 5) **SMOKING:** SENIOR/COMMUNITY CENTER is a smoke-free environment. Smoking is strictly prohibited inside the premises. Those individuals who do smoke must do so outside the SENIOR/COMMUNITY CENTER and must adhere to Illinois law. Use of any type of smoking material in SENIOR/COMMUNITY CENTER will be cause for immediate eviction and RENTER will be subject to a penalty of \$1,000.00
- 6) **ALCOHOL:** SENIOR/COMMUNITY CENTER is an alcohol-free environment. Alcohol is strictly prohibited inside the SENIOR/COMMUNITY CENTER. Use of any type of alcohol in SENIOR/COMMUNITY CENTER will be cause for immediate eviction and RENTER WILL BE ARRESTED and will be subject to a penalty of \$1,000.00.
- 7) **ORDINANCES AND STATUTES:** RENTER shall comply with all statutes, ordinances and requirements of all VILLAGE, State and Federal authorities now in force, or which may become in force.
- 8) **REPAIRS AND DAMAGES:** RENTER shall be responsible for damages or any breach of this agreement caused by RENTER negligence. VILLAGE is not responsible for any damages associated with the rental of the SENIOR/COMMUNITY CENTER.
- 9) **UNKEEP OF PREMISES:** RENTER shall keep and maintain the SENIOR/COMMUNITY CENTER in a clean and sanitary condition at all times, and upon the termination of the rental event shall surrender the SENIOR/COMMUNITY CENTER to the VILLAGE in as good condition as when received.
- 10) **ASSIGNMENTS AND SUBLETTING:** RENTER may not assign this Agreement or sublet any portion of the SENIOR/COMMUNITY CENTER that has been booked.
- 11) **LIABILITY AND INDEMNIFICATION:** RENTER agrees to accept liability for any damages caused to the SENIOR/COMMUNITY CENTER by RENTER. If damages occur, RENTER agrees to promptly reimburse VILLAGE for costs incurred to

repair/replace damaged items. To the fullest extent permitted by law, RENTER shall defend, indemnify, and hold the VILLAGE harmless from and against any and all claims, loss, expense or damage to any person or property in or upon the SENIOR/COMMUNITY CENTER or any area allocated to or used by RENTER, arising out of RENTER use or occupancy of the SENIOR/COMMUNITY CENTER.

- 12) **DISTRUBANCES:** RENTER and all other occupants will be required to vacate the SENIOR/COMMUNITY CENTER for any violation of this agreement or any illegal activity, In addition, RENTER will be required to vacate SENIOR/COMMUNITY CENTER for causing damage to any of the neighboring properties and any other acts which interfere with neighbors' right to quiet enjoyment of their property. The penalty for violating this provision shall be \$1,000.00.
- 13) **SECURITY DEPOSIT and FEES:** The refundable security deposit in the amount of **\$200.00** shall secure the performance of the RENTER'S obligations hereunder and damage security for the rental. The security deposit (by credit card) and fee (by cash or cleared check) are due 5 days prior to the rental event or the rental date and security deposit will be forfeited. Checks and Cash will not be accepted for Security Deposits. Security Deposits and fees of cancelled reservation are non-refundable unless cancellation occurs 5 days before the event. RENTER shall not have the right to apply the security deposit as payment of any part of the fee. RENTER is responsible for all monies due on or before specified dates. In the event your fee check does not clear the bank, RENTER is responsible for all charges incurred by the VILLAGE from the bank.
- 14) **DEPOSIT REFUNDS:** The security deposit is held until one week after rental date and is subject to any charges for damage, repairs, excessive cleaning, or as penalty for noncompliance with any part of this agreement. VILLAGE will inspect the SENIOR/COMMUNITY CENTER after termination of the rental and provide a list of damages/repairs to RENTER if applicable, and deduct the appropriate costs or fees from the security deposit. Any additional charges for damage above the amount of the security deposit will be charged to the RENTER. If there are no damages or fees owed, the credit card security deposit will be credited back to the RENTER approximately two weeks after the rental.
- 15) **WAIVER:** One or more waivers of any provision or condition of this Agreement by VILLAGE shall not be construed as a waiver of a subsequent breach of the same provision or condition, and the consent or approval by VILLAGE to or of any to or of any act by the RENTER requiring VILLAGE'S consent or approval shall not be deemed to render unnecessary VILLAGE'S consent or approval to or of any subsequent similar act by the RENTER. No breach of a provision or condition of this

Agreement shall be deemed to have been waived by VILLAGE, unless such waiver is in writing signed by VILLAGE.

- 16) **ENTIRE AGREEMENT:** This Agreement sets forth all the promises, agreements, conditions and understandings between the RENTER and VILLAGE concerning the SENIOR/COMMUNITY CENTER and there are no agreements, conditions or understandings, either oral or written, between them that are not herein set forth. No alteration, amendment change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by each party.
- 17) **SEVERABILITY:** If any cause, phrase, provision or portion of this Agreement shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase, provision or portion hereof nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- 18) **CONTROLLING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Venue for any legal action to enforce or interpret this Agreement shall be in the Circuit Court of Cook County, Illinois.
- 19) **CUMULATIVE RIGHTS:** All rights and remedies at VILLAGE under this Agreement shall be cumulative and none shall exclude any other rights and remedies allowed by law.
- 20) **LIMITATION OF LIABILITY:** It is expressly understood and agreed by RENTER that none at VILLAGE'S undertakings or agreements are made or intended as personal covenants, undertakings or agreements by VILLAGE or its partners, no personal liability is assumed by, nor at any time may be asserted against, VILLAGE or its partners or any of its or their of officials, officers, agents, employees, representatives, successors or assigns, all such liability, if any, being expressly waived and released by RENTER.
- 21) **KEYS:** The keys may be picked up at Village Hall the day before rental of the SENIOR/COMMUNITY CENTER. Please secure all doors upon checkout and return the keys to Village Hall within next business days after the date of rental. A fee of \$250.00 will be charged for unreturned keys. Failure to return keys within two (2) business days will result in a re-keying charge up to \$250.

I HAVE READ AND UNDERSTOOD THIS RENTAL AGREEMENT AND AGREE TO ADHERE TO THE TERMS STATED HERIN AS A CONDITION OF MY USE OF THE SENIOR/COMMUNITY CENTER AS AGREED TO THE SIGNATORY BELOW WILL BE RESPONSIBLE FOR ALL MONIES OWED.

This Rental Agreement is entered into on \_\_\_\_\_, 2016 and constitutes a contract between the signer(s) of this document \_\_\_\_\_ (renters name), home/cell telephone number \_\_\_\_\_, business telephone \_\_\_\_\_ who is jointly and severally liable to be solely responsible for the actions of their permittees, invitees, guests and the Village of Willow Springs, for the use of the SENIOR/COMMUNITY CENTER located at 8156 Archer Avenue, Willow Springs, Illinois.

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Emergency Contact Name & Phone No.: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Nature of Event: \_\_\_\_\_

Start Time: \_\_\_\_\_ a.m. / p.m. (circle) End Time: \_\_\_\_\_ a.m. / p.m. (circle)

Number of Guests: (Adults) \_\_\_\_\_ (Children) \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

### IMPORTANT INFORMATION

Once the renter has confirmed with us the availability of the rental date requested, the renter must come in to the Village Hall to secure the rental. Rentals are only processed in person.

Renter will need:

- Rental agreement completed and signed
- Rental fee + security deposit paid in full
- Valid State I.D. or Illinois Driver's License

We reserve the right to deny any rental at our own digression. Failure to pay the full rental amount and security deposit in advance by cleared check may result in your loss of the rental date. Cancellation must occur 5 days prior to your arrival date to avoid any loss of rent monies. No reminder will be sent.

**If you have any questions please call (708) 467-3700**

#### OFFICE USE ONLY:

Nature of event: \_\_\_\_\_ Stated Occupancy: \_\_\_\_\_

Rental Fee: \_\_\_\_\_ Date/ Paid: \_\_\_\_\_

Security Deposit: \_\_\_\_\_ Date/ Paid: \_\_\_\_\_

Proof of Residency: (attach) \_\_\_\_\_