

The full rental amount must be paid prior to your rental date

VILLAGE OF WILLOW SPRINGS

RENTAL AGREEMENT

For the PAVILLION at LION'S PARK

This agreement constitutes a contract between _____ 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 **PAVILLION** located at Lion's Park, in Willow Springs, Illinois (hereinafter referred to as the PARK). 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 PARK.

1. **Eligibility.** In order to rent the PARK, the RENTER must be at least 21 years of age, and a current registered resident of Willow Springs. **The person renting the PARK must be on the grounds of the PARK for the duration of the event.** Anyone with an outstanding unpaid balance due to the Village of Willow Springs is ineligible for the rental of the PARK. Rental is limited to **once** per calendar year per household.
2. **Availability.** Rental of the PARK is available on a first come first serve basis.
3. **Closing.** The PARK closes at dusk. RENTER must ensure all persons permitted at a PARK event leave at closing.
4. **Fee.** The rental fee schedule for the PAVILLION AT Lion's Park is as follows:

a. Permit Fee:	\$150.00
b. Refundable Litter Deposit*	<u>\$100.00</u>
Total Required:	\$250.00

*** Renters of the PARK MUST PROVIDE THEIR OWN trash containers and bags and REMOVE ALL TRASH at the completion of their event. Renters who leave trash or fill park receptacles WILL FORFEIT THEIR Litter Deposit and be subject to FINE.**

5. **PARK Rules.** Dogs and motorized vehicles are not allowed at any events held at the PARK.
6. **Alcohol.** **The PARK is an alcohol-free environment.** Alcohol is strictly prohibited inside the PARK. Use of any type of alcohol in the PARK will be cause for immediate eviction and RENTER will be subject to a penalty of no more than \$750.00.
7. **Special Requests.** Any special requests, including but not limited to, the use of the PARK for animal rides, carnival type equipment, use of a disc jockey or other amplified music, conducting a raffle, selling of products, admittance fee, etc. must be presented in writing to the VILLAGE no less than one month prior to the event. The Village reserves the right to amend fees for special use requests.
8. **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 PARK.

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9. **Upkeep of Premises.** RENTER shall keep and maintain the PARK in a clean and sanitary condition at all times, and upon the termination of the rental event shall surrender the PARK to the VILLAGE in as of good condition as when received.
10. **Assignments and Subletting.** RENTER may not assign this Agreement or sublet any portion of the PARK that has been booked.
11. **Liability and Indemnification.** RENTER agrees to accept liability for any damages caused to the PARK 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 PARK or any area allocated to or used by RENTER, arising out of RENTER use or occupancy of the PARK.
12. **Disturbances.** RENTER and all other occupants will be required to vacate the PARK for any violation of this agreement or any illegal activity. In addition, RENTER will be required to vacate PARK 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 no more than \$750.00.
13. **Security Deposit & Fee.** The refundable security deposit in the amount of \$100.00 shall secure the performance of the RENTER'S obligations hereunder and damage security for the rental. **The Security Deposit and Fee are due when securing the Rental Date (by cash or cleared check). Security Deposit and Fee of cancelled reservations are non-refundable unless cancellation occurs 5 days before rental 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 security deposit 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 seven (7) days after rental date termination and subject to any charges for damage, repairs or excessive cleaning. VILLAGE will inspect the PARK after rental date termination and provide a list of damages/repairs to RENTER if applicable, and deduct the appropriate costs from the security deposit. Any additional charges for damage above the amount of the security deposit will be charged to RENTER. The security deposit shall be mailed within twenty-one (21) days from rental event termination, together with a statement showing any charges made against such deposits.
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 PARK 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 of VILLAGE under this Agreement shall be cumulative and none shall exclude any other rights and remedies allowed by law.

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20. **Limitation of Liability.** It is expressly understood and agreed by RENTER that none of 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.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT AND AGREE TO ADHERE TO THE TERMS STATED HEREIN AS A CONDITION OF MY USE OF THE PARK AS AGREED TO THE SIGNATORY BELOW WILL BE RESPONSIBLE FOR ALL MONIES OWED.

This Rental Agreement is entered into on (today's date) _____, 20____ and constitutes a contract between the signer of this document (renter's name) _____ who is jointly and severally liable to be solely responsible for the actions of their permittees, invitees and guests, and the Village of Willow Springs, for the use of the PAVILLION located at Lions Park, in Willow Springs, Illinois.

Signature (must be 21 yrs. +) _____ Date _____

Print Name _____

ADDRESS: _____

CELL: _____ E-MAIL: _____

RENTAL DATE: _____

Start time: _____ a.m. / p.m. (circle)

End time: _____ a.m. / p.m. (circle)

Emergency Contact Name & Phone: _____

No. of Guests: (Adults) _____ (Children) _____

Rental Permit Fee Provided: Yes/No (circle) **Security Deposit Provided:** Yes/No (circle)

Amount: \$ _____ Received Date: _____

IMPORTANT

Once we have confirmed the availability of the rental date you requested, please drop off or mail the fee (cash or check - made payable to Village of Willow Springs) along with the completed & signed rental agreement and to the address listed below. The signed rental agreement and fee are needed to secure your rental date. In the event we deny rental, you will be notified immediately and all monies returned. Your rental is not confirmed until you have been notified by us and the fee has been deposited. Failure to pay the full rental fee 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.

Please send signed contract & fee to: Village Clerk, One Village Circle, Willow Springs, IL 60480
Questions: 708-467-3700 Fax: 708-467-3710

OFFICE USE ONLY: An unexpired **State of Illinois ID or Illinois Driver's License** is **required** for rental. A copy of which is provided below:

[illegible]