



**Facility Rental Agreement**

**DRINKING ALCOHOL AND/OR SMOKING ARE NOT PERMITTED ON ANY PARK DISTRICT PROPERTY. IF ALCOHOL AND/OR SMOKING ARE DETECTED, YOUR DEPOSIT WILL NOT BE RETURNED**

**Reservation Information**

Date(s) Facility is Needed: \_\_\_\_\_

Requested Park Facility: \_\_\_\_\_

Time of Use: \_\_\_\_\_

Reason for Facility Use: \_\_\_\_\_

Estimated Number of Persons: \_\_\_\_\_

**Applicant Information**

Full Name: \_\_\_\_\_  
*Last First M.I.*

Address: \_\_\_\_\_  
*Street Address Apartment/Unit #*

\_\_\_\_\_ *City State ZIP Code*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Deposit**

Deposit Should be Returned to: \_\_\_\_\_ **Return as:**  Check  CC\*  
*Full Name* \*only available if deposit was paid using credit card

Address: \_\_\_\_\_  
 (If different than above) *Street Address Apartment/Unit #*

\_\_\_\_\_ *City State ZIP Code*

**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 forfeit deposit.
3. User shall remit the full deposit for reservation of said facility (ies) upon reserving of said facility(ies)/property and remit the remaining payment of reservation prior to receiving keys to the facility (ies.)

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 agrees to follow all regulations laid out in this agreement and the facility cleaning checklist.
9. User will set up the rooms/facility for User's function, but exact count of tables & chairs cannot be guaranteed. Teen Town includes approximately 15 (8ft) tables & 70 chairs and has a maximum capacity of 150 persons. Marina includes approximately 10 (6ft) tables and 50 chairs and has a maximum capacity of 55 persons. User will take down the room/facility after User's function. User agrees to put away all tables and chairs and restore the facility to its prior condition, ordinary wear and tear excepted.
10. User shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the District's attention any potential dangers, safety hazards or problems. User is solely responsible for determining whether said facility(s) is safe, appropriate, and/or compatible for User's intended use.
11. User shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
12. That this agreement for use of the District facility(ies) will not be entered into by the District unless said Agreement is signed by an authorized representative or agent of User and delivered to the Office of the District at the above address with appropriate security deposit.
13. That either party hereto may cancel this Agreement by delivery of written notice to the other party at least one (1) week 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.
14. 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.
15. User shall comply with any and all applicable rules, regulations, ordinances and permit procedures.
16. 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.
17. 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 is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
18. This agreement may not be assigned by User without the District's prior written consent.
19. 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.
20. Interpretation of this agreement shall be governed by the laws of the State of Illinois.

*Furthermore, 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. 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. 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.*

**Additional Stipulations:**

Applicant's  
Signature: \_\_\_\_\_

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

**Office Use Only**

\$ \_\_\_\_\_ Rental

\$ \_\_\_\_\_ Security Deposit  
(Paid at time of rental)

\$ \_\_\_\_\_ Total Fee

Facility keys may be picked up during office hours on \_\_\_\_\_

Approved By: \_\_\_\_\_

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