

LIBERTY CULTURAL CENTER FACILITY USE AGREEMENT

BERWYN PARK DISTRICT

This Facility Use Agreement (the "Agreement") is made by and between the Berwyn Park District (the "PARK DISTRICT") and the USER indicated on the **FACILITY USE APPLICATION** (the "Application") for the times and dates indicated therein.

1.0 Grant of Permit

Subject to the terms and conditions of this Agreement and in consideration of payment of the fees and performance of other obligations set forth herein, the PARK DISTRICT hereby grants to USER a permit to use Facilities of the PARK DISTRICT. This permit grant is further subject to USER's signing the Application made part hereof and incorporated herein as Addendum #1, and USER's compliance with all requirements and policies of the PARK DISTRICT set forth in the Application and this Agreement.

2.0 Term of Use

2.1 USER shall be permitted to use the specified area for the times indicated in Addendum #2, Stipulations and Conditions for the purpose stated therein. The PARK DISTRICT shall make the Facilities available to USER at the time specified in the contract for any set-up procedures required for the event. .

2.2 Time shall be of the essence for this Agreement, and the period of time granted shall not be extended for occupancy or use of the Facilities or for installation or removal of equipment without written permission from the PARK DISTRICT'S FACILITY USE COORDINATOR.

3.0 Use Fee

USER shall pay to the PARK DISTRICT a fee for use of the Facilities during the specified period. USER shall pay the use fee and any other payments due under this Agreement by check payable to: Berwyn Park District and delivered to the attention of the Facilities Use Coordinator.

4.0 Payment/Non-refundable Deposit

4.1 A non-refundable facility rental deposit equal to 50% of the full rental fee shall be paid and applied upon the PARK DISTRICT'S acceptance of this executed Facility Use Agreement.

4.2 The balance of the full rental fee shall be paid the Monday in advance of the USER's scheduled use. NO PERSONAL CHECKS will be taken for this payment. If USER fails to pay off the balance by the Monday prior, a \$25 late fee will be added. If USER fails to use the Facilities described in this Agreement at the agreed time, or fails to cancel the rental at least 30 days of the rental date, USER shall lose entire amount paid up front at booking.

4.3 The PARK DISTRICT shall return the deposit if the event is cancelled by the PARK DISTRICT.

4.4 Any returned checks will result in at least a \$25.00 charge plus bank fees to the user.

4.5 Payment types accepted include certified checks, money order, Visa, MasterCard, or cash. Personal checks will be accepted only for the rental deposit.

4.6 All refund checks are subject to a complete facility inspection, if applicable, and will be mailed within 21 days to the name and address as listed on the rental contract.

5.0 Concessions, Catering, and Meal Service

All concession, catering, and alcohol rights for the facilities usage are reserved to the PARK DISTRICT.

6.0 Compliance with Laws

USER shall comply with all laws, ordinances and rules of the PARK DISTRICT, the City of Berwyn, the State of Illinois and the United States, that are applicable to the use of the Facilities. User shall pay all taxes, if any, imposed by law in connection with its use and occupancy of the Facilities.

7.0 Advertising and Selling

7.1 No advertising or other item shall be placed or posted on walls or doors in or about the Facilities without the prior written permission of the PARK DISTRICT. Displays and exhibits may be permitted according to stipulations contained in the Application. The PARK DISTRICT'S name shall not be used to suggest co-sponsorship or endorsement of any activity, except with the prior written approval by the PARK DISTRICT.

7.2 USER shall not sell or cause to be sold any programs or other items in or about the Facilities, except on terms and conditions established by PARK DISTRICT. Solicitation of donations is prohibited on the premises of the PARK DISTRICT WITHOUT PRIOR WRITTEN PERMISSION OF THE PARK DISTRICT EXECUTIVE DIRECTOR..

8.0 Maximum Capacity

USER shall not admit a larger number of persons than can safely and freely move about in the Facilities, as specified in the Application. The PARK DISTRICT shall notify USER of the recommended capacity of the Facility and the decision of the PARK DISTRICT'S Facilities Use Coordinator concerning questions arising under this paragraph shall be final.

9.0 Defacement and Damage

USER shall not injure, mar or in any way deface the Facility and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred, or defaced. USER will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of the Facility and will not make or allow to be made any alterations of any kind therein. USER is responsible for any costs related to repair of damages caused during usage.

10.0 PARK DISTRICT Equipment

USER shall not use PARK DISTRICT'S equipment, tools or furnishings, located in or about the Facilities, except with prior written permission from the PARK DISTRICT.

11.0 Additional Users

USER understands and agrees that during the term of this Agreement there may be other activities taking place in other parts of the Facilities not covered by this Agreement. USER shall conduct its activities so as not to interfere with other events.

12.0 Parking Facilities

The PARK DISTRICT shall make the existing parking facilities at the Facilities available for the vehicular traffic and parking necessitated by USER'S use of the Facilities.

13.0 Security Services

The PARK DISTRICT and the USER have discussed and agreed to the level of any security required for USER's event during the specified period. The PARK DISTRICT exclusively shall provide any such security services for the activities during the specified period. However, USER understands that any event or any combination of events at the Facilities that creates an excess of 100 attendees shall require the use of Berwyn Park District police. The USER fees for security are included in the User Fee set forth in Section 3.0.

14.0 Violations

If at any time the use of the Facility by USER violates the Rules and Regulations of the Berwyn Park District, an applicable ordinance or law of the City of Berwyn, County of Cook, State of Illinois or the United States of America, USER shall either cease and desist from continuing such use or shall surrender the Facilities forthwith upon demand of the PARK DISTRICT'S Executive Director, or his designee.

15.0 Indemnification

USER SHALL INDEMNIFY AND HOLD THE BERWYN PARK DISTRICT, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, SUIT, OR PROCEEDING ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, AND USER SHALL INDEMNIFY THE PARK DISTRICT, ITS OFFICERS AND EMPLOYEES FOR ALL EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN DEFENDING SUCH CLAIMS.

16.0 Insurance

USER maybe required obtain at its own cost public liability insurance to cover USER's use of the Facilities for its scheduled function as may be set forth in Addendum #1. For rental use including the serving of alcohol, PARK DISTRICT shall require proof of DRAM Shop coverage.

17.0 No Assignment

USER shall not assign or transfer any of its rights under this Agreement without the prior written consent of the PARK DISTRICT. USER herein is an independent contractor and not the agent or employee of the PARK DISTRICT.

18.0 Smoking and Alcohol Restrictions

By this Agreement, the PARK DISTRICT grants to USER no greater rights than expressly stated herein and specifically denies any right to USER of possession or occupancy which would be in violation of state law, or the Rules and Regulations of the PARK DISTRICT. Smoking is not permitted indoors or within 15 feet of any building entrance. Possession, use, dispensing and consumption of alcoholic beverages are prohibited on PARK DISTRICT property, unless special permissions have been granted. All alcoholic beverages must be purchased and supplied as part of the rental package and served by PARK DISTRICT employees or agents.

19.0 Right to Enter

In permitting the use of the Facility described herein, the PARK DISTRICT does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all laws, rules and regulations applicable thereto. All portions of the Facilities will at all times be under the charge and control of the PARK DISTRICT. The PARK DISTRICT's agent or other authorized representatives of the PARK DISTRICT may enter upon the Facilities at all times to make inspections to ensure compliance with this agreement.

20.0 Force Majeure

If performance of any obligation of either party hereunder is prevented or rendered infeasible by act of God, regulation of any public authority, civil disturbance, strike, epidemic, interruption of transportation services, war conditions or emergencies, or other similar or dissimilar causes beyond the control of the obligated party, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform the obligations that were so prevented or infeasible.

21.0 Notice

Any notice to be delivered under this Agreement shall be deemed received on the third day after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the PARK DISTRICT at the address indicated below or USER at the address indicated in the Application.

PARK DISTRICT Representative:

Facilities Use Coordinator
Berwyn Park District
3701 South Scoville Avenue
Berwyn, IL 60402

USER Representative:

22.0 Enforcement/Remedies

The User agrees to pay and discharge all reasonable costs, attorney's fees and expenses incurred by the PARK DISTRICT in enforcing the covenants and the agreements of this Contract including but not limited to those costs, fees and expenses incurred in any civil proceeding necessary to enforce this Contract. All such costs, fees and expenses shall be the USER'S responsibility and be immediately due and payable to the PARK DISTRICT. Venue for any dispute regarding this Agreement shall be the Circuit Court of Cook County, Illinois.

23.0 Entirety and Amendment

This Agreement, along with the Application, embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. All proposals, negotiations, notices, and representations concerning matters covered by this Agreement are merged in this instrument and no amendment or modification hereof shall be valid evidenced in writing and signed by authorized representatives of PARK DISTRICT and USER.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified in the Application. The signatures of the PARK DISTRICT'S agent and the USER'S agent on the Application affirm acceptance of the terms stated in this Agreement.

DATED: _____

SIGNED: _____