

Berwyn Park District Facility Usage and Conditions

All applicants must read and be familiar with the following policies:

1. The applicant, his/her organization, members, and all other users are bound by policy of permit, its terms and conditions, regulations, and ordinances pertaining to the use of Park District property.
2. The applicant submitting request, listed as authorized representative, must be a minimum of 21 years of age.
3. All balances are due to the District **five (5)** business days before said usage otherwise a \$25.00 late fee will be added to the rental fee. This balance can be paid by cash, credit card, certified check or money order. NO PERSONAL CHECKS will be accepted for this payment.
4. Any permit may be revoked for misrepresentation in the application or violation of terms and conditions of the application concerning policy, ordinances, rules, regulations, and laws of the State of Illinois and the United States of America.
5. Adequate adult supervision, as determined by the Executive Director, must be provided at all times. Usage groups may be required to employ officers of the Berwyn Park District Police Department when deemed necessary by the director due to the nature of the event.
6. **ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON EITHER PARK DISTRICT / CITY PROPERTY.**
7. The applicant, his/her organization, members, and all users agree to release the Berwyn Park District from all liabilities of use caused through said use.
8. Certificates of Insurance may be required from groups or organizations using District facilities. Certificates of Insurance should read as follows: "The Berwyn Park District, it's elected and appointed officials, employees, and agents as additionally insured." Family usages are exempt from this requirement.
9. The Park District cannot and will not assume responsibility for lost or damaged property.
10. Permits for usage groups in excess of posted number of participants shall be issued only with the specific approval of the Executive Director.
11. Use of sound amplification equipment is prohibited, except when specifically authorized on the permit or in accordance to any applicable state or federal laws.
12. When publicizing meetings or events, the location shall read the location and not the Berwyn Park District. Groups shall be required to advertise that the event is **not** sponsored or promoted by the District.
13. All usage's end at 10:00 p.m.
14. All usage groups will be responsible for rented area at the end of the usage period.
 - a. Room(s) rented or used shall be left in the same condition as they were prior to the group or individual renting or using the room(s).
 - b. Groups or individuals renting or using room(s) shall be responsible for cleaning any area within the room(s) and/or utility that were used by members of the group.
 - c. All garbage shall be placed in garbage receptacles or garbage bags provided by the District.
15. All usage groups will post a \$100.00 security deposit to cover costs of any damage resulting from said usage at the time of booking. The District reserves the right to seek legal remedies in the event that damages are greater than the deposit. All security deposits to be returned, shall be in accordance to the District refund policy. Any group found to have alcohol on or in park district facilities shall forfeit the \$100.00 security deposit. Unexpected or excessive damages or spills will be subject to loss of deposit. Examples below:
 - Food ground into carpet = \$25 loss of deposit
 - Gum ground into carpet = \$50 loss of deposit
 - Large saturating fluid spills that discolor carpet = \$75 loss of depositAll charges are subject to change based on severity of damages. Severity of damages will be determined by the District.
16. Any group or individual serving food must comply with established Berwyn Health Department regulations and procedures.
17. In accordance with Federal and State statutes, all Berwyn Park District facilities are designated 'smoke-free' environments.
18. The Berwyn Park District reserves the right to waive or reduce any and all fees associated with the usage of any Berwyn Park District facility.
19. Any and all checks returned for non-sufficient funds will result in a minimum \$25.00 service charge.
20. Due to ceiling material construction, nothing in excess of eight (8) ounces may be hung, attached, or suspended from the ceiling structure.
21. Use of piñatas must be kept outside the east exit door and are not to be used on the front patio.
22. Rental times reflect use of the room. 15 minutes of set-up time will be provided, but take down time must be built into rental time. Failure to follow this rule will result in charges for time used taken out of the \$100.00 security deposit.
23. The District will set up the room based on the applicant's choice of pre-approved layouts. All layouts are in accordance with state and local fire codes.
24. The applicant may purchase additional time on their rental, schedule permitting, but it must be at least one hour prior to previously scheduled end time.

Facility Deposit Return Request

All usage groups will post a \$100.00 security deposit to cover costs of any damage resulting from said usage. Fees are determined by the attached schedule. The District reserves the right to seek legal remedies in the event that damages are greater than the deposit. All security deposits to be returned, shall be in accordance to the District refund policy. Any group found to have alcohol on or in park district facilities shall forfeit the \$100.00 security deposit.

Renter's Name: _____ Rental Date: _____

Renter's Address: _____

Condition of Room:

(circle one) excellent good fair poor (if fair/poor, give reasons and deductions below:)

___ No deductions

___ The amount of \$_____ is being deducted due to: _____

Return Submitted by: _____ Date: _____

Completed by: _____ Date: _____

Facility Usage Agreement

We/I _____ (Name of Organization or group requesting usage): Agree to release and hold harmless and defend the Berwyn Park District, its officers and agents, in connection with any and all actions or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement. It is further understood and agreed that the Berwyn Park District assumes no obligations or responsibility in connection with said use of facility. We further agree to assume all costs of damage to facility and its contents during the usage period authorized

We/I affirm that I have read and understood the Facility Usage & Conditions of the Berwyn Park District and will adhere to them during the duration of said rental period.

We/I further understand that violation of Berwyn Park District Rules and Ordinances shall result in the forfeiture of any deposit fees. Additional penalties and fines may result for alcohol or other prohibited items brought into the park system.

CANCELLATION CLAUSE:

- The remaining balance is due five (5) working days prior to the date requested on the rental permit application. The Berwyn Park District retains the right to cancel the date if balance is not paid by the deadline. **Failure to comply will result in the forfeiture of the deposit fee.**
- The Berwyn Park District reserves the right to cancel or change the permit within 48 hours when deemed necessary by the district.