## **Outdoor Facility Use Agreement**

- 1. The Dolton Park District shall assume no responsibility for any accident, injury, or loss of property. The renter shall hold the Dolton Park District Board and staff members harmless for any costs or liability resulting from activities or programs of the renter. Please be aware that by signing the application, the signee is waiving and releasing all claims for injury and/or damages for themselves and to the others of his/her group that might arise out of the rental.
- 2. All functions at Dolton Park District facilities must be in accordance with Park District standards and, therefore, not in violation of any Park District regulation or ordinance.
- 3. Facility use may be terminated by the Park District in the event of an emergency, breach of the rental agreement or if the facility is required for any Park District program. It is the prerogative of the Park District Administrator to cancel any standing permit if deemed in the best interest of the Park District. Disorder among patrons may be cause for cancellation of a permit and may cause for denial of future permits.
- 4. The closing hour for outdoor facilities is 8:00 PM for non-lighted facilities and 10:00 PM for lighted facilities.
- 5. Alcoholic beverages and illegal drug use is not allowed on Dolton Park District property.
- 6. Pets or animals are not allowed on Dolton Park District property.
- 7. The renter is responsible for returning the facility to the same condition as it was before the rental. The renter should pick up any waste and place in the proper receptacles.
- 8. Grills are allowed although charcoal should be disposed of in the proper manner.
- 9. Please report any damage immediately to a park district employee.
- 10. The Dolton Park District is not responsible for any clothing, equipment or other articles left at the facility.
- 11. Applications will not be accepted for individuals or groups charging admission or fees with purpose of private monetary gain unless permission is granted from a Park District Board.
- 12. Posting of advertisements of any product or service for sale is not permitted.
- 13. Picnic tables will not be moved from park to park unless stated on the permit.
- 14. All participants must comply with all regulations set by the CDC, IDPH and IL DCEO regarding COVID-19 and the phases of Restore Illinois.
- 15. The Renter must be prepared to cease and desist activities if the IL DCEO or any other federal, State, or local agency with authority determines that the state or region backslides to Phase 2.
- 16. Residents must show proof of residency at time of deposit (driver's license or other photo I.D. with address on it), or resident rate will not apply. In addition, the person renting the facility must identify himself/herself to a park district representative at the time of rental.
- 17. Guests of the lessee should stay in the immediate area of the facility they are renting and common areas only. Please keep food in area you are renting.
- 18. Lessee shall not enter, occupy the facility until the time and date specified in this application.

- 19. Lessee shall vacate the facility at the time and date indicated in the application or be charged a pro-rate amount for every one-half (1/2) hour of overtime use which will be deducted from your security deposit.
- 20. The lessee is responsible for and will pay for any damage to property arising out of the use of the facility. PLEASE REPORT ANY DAMAGE to the facility or equipment to a park district representative immediately.
- 21. The district does not assume any liability for property loss or stolen on the premises during the lessee's use of the premises and the lessee hereby agrees to assume the full risk of any injuries, damages, or lass regardless of severity, that the lessee may sustain because of this agreement. Lessee further agrees to waive and release the Dolton Park District from all losses, claims, suits or judgments or damages that lessee might sustain because of all activities connected with or associated with this agreement.
- 22. Any action that may make the rental unsafe for your guests is prohibited.
- 23. Lessee is solely responsible for always providing all supervision during use of any facility, including but not limited to the leased facility, and all common areas. Further, Lessee shall be responsible for ensuring that Lessee's guests and invitees comply with all applicable rules and regulations pertaining to use of the facilities.
- 24. It is fully understood and agreed by the parties that the Lessee guarantees to defend, indemnify, and hold harmless the Dolton Park District, its officers, employees, volunteers, and agents against 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.
- 25. Lessee must abide by occupation limits of each facility dependent upon the set up required.
- 26. Vehicles and fireworks are not permitted on the park premises.
- 27. Applications will be processed in order of receipt.
- 28. Applications must be completed in full and signed by an adult, 21 years or older, who will assume responsibility for the group and be present during the rental period.
- 29. Lessee may be required to submit a Certificate of Insurance. Some may require Park District Board approval.
- 30. Events which include any of the features listed below require a Certificate of Insurance:
  - a. Amplified sound (e.g., loudspeakers, amplifiers, powered megaphones)
  - b. Inflatables
  - c. Selling and/or distributing merchandise, services, or food (e.g., vendors)
  - d. Stages
  - e. 400 or more guests
- 31. Indoor rest rooms are only accessible to indoor lessee and their guests. Portable toilets and handwashers are the responsibility of the lessee of park rentals outside of the main park. If renting from Dolton Park District additional fees is required. Main Park has public restrooms available for use in our Fieldhouse Storage building and Recreation Center.
- 32. If grilling, Lessee must supply their own grill and necessary supplies.
- 33. Grilling must take place on the concrete or asphalt grill pad.

- 34. Grill contents must be completely extinguished, cooled, and placed in a sealed disposable container and given to a Park District representative.
- 35. Proper care while grilling must be taken to ensure the safety of all park users.
- 36. All incidents regarding grilling will be the responsibility of the grilling party
- 37. The facility will be reserved based on availability and payment of the deposit.
- 38. All trash within your rental area is the lessee responsibility to place in the proper trash cans.
- 39. Refund requests made 30 or more days prior to the rental will receive a 100% refund, minus \$25 for a cancelation fee. Refund requests made 15-29 days in advance to the rental date will receive 100% deposit and 50% rental fee. Refund requests made 8-14 days in advance to the rental will receive 100% deposit and 75% rental fee.
- 40. The Dolton Park District reserves the right to retain all or a portion of the payment if the facility rental is canceled within 7 days before the rental date.
- 41. Dolton Park District is not responsible for weather conditions that are either unsafe or undesirable for outdoor events.
- 42. If any of the above rules are broken your security deposit will be 100% forfeited.