



HAMPSHIRE TOWNSHIP PARK DISTRICT AGREEMENT FOR USE OF FACILITIES

(I) (We), the undersigned licensee(s) agree to rent the following facility (ies) of the Hampshire Township Park District (hereinafter "Hampshire Township Park District"),

Bruce Ream Park:

- Park
- Treadwell Field
- Pavilion
- Horseshoes
- Volleyball
- Other _____

Recreation Center:

- Community Room
- Board Room

Seyller Park:

- Park
- Field
- Pavilion
- Horseshoes
- Tennis/Basketball Courts

Dorothy Schmidt Park:

- Park
- Large Shelter
- Small Shelter
- Basketball Court
- Other _____

RECITALS

As used in this Agreement, "Hampshire Township Park District" includes its officers, officials, agents, employees and volunteers.

As used in this Agreement, "premises" and "facilities" includes all leased 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. The Licensee(s) has reserved the listed facility(ies) for the time(s) and date(s) specified on the reservation form. The Licensee (s) understands the park is a public facility and the public can be in the park during leased hours.
2. The Licensee (s) shall vacate the facility(ies) at the time(s) and date(s) indicated on the reservation form or be charged a pro-rata amount for every one-half hour (1/2) of overtime use.
3. The Licensee (s) shall remit the full balance due and security deposit for the rental of said facility(ies) to reserve such facility. Hampshire Township Park District staff and/or the Hampshire Police Department may monitor or patrol the event at their discretion.

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4. That (I) (We), will be responsible for and will pay for any damage beyond ordinary wear and tear to the Hampshire Township Park District property arising out of the use of the said facility(ies) pursuant to this Agreement.
5. That the Hampshire Township Park District does not assume any liability for property lost or stolen on the Hampshire Township Park District's premises, or for personal injuries sustained on the premises during Licensee (s) use of the premises and Licensee (s) hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Licensee (s) may sustain as a result of this Agreement. Licensee (s) further agrees to waive and release the Hampshire Township Park District from any and all losses, claims, suits or judgments or damages that Licensee (s) might sustain as a result of any and all activities connected with or associated with this Agreement.
6. That no Hampshire Township Park District equipment or property shall be removed from the premises without permission of the Hampshire Township Park District Staff.
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 Hampshire Township Park District under this Agreement
8. If applicable, (I) (We) will set up the rooms/facility for my/our function. (I) (We) will take down the room/facility after my/our function. (I) (We), agree to wash, clean and put away all dishes, clean tables, chairs and bag all garbage and place on kitchen floor or near park trash receptacle and/or restore the facility to its prior condition, ordinary wear and tear accepted. Damage or excessive litter may result in a loss of security deposit, privileges and use.
9. Licensee(s) shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the Hampshire Township Park District's attention any potential dangers, safety hazards or problems. Licensee (s) is solely responsible for determining whether said facility(s) is safe, appropriate, and/or compatible for Licensee's intended use.
 - a. Only approved maintenance vehicles are allowed in the park (on grass or paths) unless special permission is granted by the Hampshire Township Park District.
 - b. Groups may not use the park, fields, or building when weather conditions are dangerous or when the field conditions are not acceptable. This includes, but is not limited to, standing water or saturated turf conditions. Any damage to the park will result in a loss of security deposit and any repair costs over this deposit will result in the bill being sent to the Licensee(s). The Licensee(s) will not be allowed to participate in any Park District programs/events/rentals if the bill is not paid.

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10. Licensee(s) is solely responsible for providing any and all supervision at all times during Licensee(s)' use of any facility, including but not limited to the rented facility, and all common areas. Further, Licensee (s) shall be responsible for ensuring that Licensee's guests and invitees comply with all applicable rules and regulations pertaining to use of the Hampshire Township Park District facilities.
11. Licensee(s) shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
12. Licensee(s) shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964.
13. This license agreement may be revoked at any time at the discretion of the Park District, including, but not limited to, misrepresentation of Licensee(s), breach of agreement, unlawful discrimination, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to Licensee(s).
14. That this agreement for use of the Hampshire Township Park District facility(ies) will not be entered into by the Hampshire Township Park District unless said Agreement is signed and delivered to the office of the Hampshire Township Park District at 390 South Avenue with appropriate security deposit and payment.
15. 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, Licensee(s) will not be required to pay the fee hereinbefore designated. The security deposit will be forfeited in all other circumstances whether or not the premises are used by Licensee(s).
16. Licensee(s) shall indemnify and hold harmless the Hampshire Township Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (I) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Licensee(s) or any of the Licensee's(s) partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; or (iii) any violation of civil rights or anti-discrimination laws.
17. Licensee(s) shall keep in force, to the satisfaction of the Hampshire Township Park District, at all times relevant hereto, general liability and bodily injury insurance in amounts of \$1,000,000 for each person and each occurrence, and property damage insurance in amounts of \$1,000,000 for each occurrence and aggregate total. The Licensee(s) agrees that before the covered function(s)

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may commence on the Hampshire Township Park District property/facility, the Licensee(s) **shall furnish Certificates of Insurance for the insurance coverage required herein, naming the Hampshire Township Park District as an additional insured.** If this certificate is not provided prior to the event, the Licensee(s) will not be allowed to use the facility.

- a. The insurance shall contain no special limitation on the scope of protection afforded the Hampshire Township Park District and shall contain a “contractual liability” clause.
 - b. Licensee’s insurance shall be primary insurance as respects the Hampshire Township Park District. Any insurance or self-insurance maintained by the Hampshire Township Park District shall be in excess of Licensee’s insurance and shall not contribute with it.
 - c. Licensee’s insurer shall agree to waive all rights of subrogation against the Hampshire Township Park District.
 - d. Before this Agreement goes into effect, Licensee(s) shall deliver to the Hampshire Township Park District a Certificate of Insurance satisfactory to the Hampshire Township Park District.
16. Licensee(s) shall comply with any and all applicable ordinances and permit procedures.
- a. Discrimination in any matter (based on any classification protected by law) or partisan political activities of any kind is prohibited on any Hampshire Township Park District park or facility.
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 Licensee(s) without the Hampshire Township Park District 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.

Signature of Licensee(s)

Date