

**AGREEMENT FOR THE USE OF VILLAGE PROPERTY
BETWEEN THE VILLAGE OF PORT BARRINGTON
AND _____**

USER/LICENSEE INFORMATION ("the Applicant" or "the User/Licensee"):			
Name of Applicant, if Different from User/Licensee			
Name of User/Licensee Organization			
Mailing Address:			
E-Mail Address:		Telephone No(s): _____	
Name and Telephone No(s) of Contact(s) for User/Licensee Organization:	Name: _____ Phone No.: _____ Email: _____	Name: _____ Phone No.: _____ Email: _____	Name: _____ Phone No.: _____ Email: _____
Is the proposed use for commercial purposes? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "yes", non-resident user rates will apply)			
FACILITY AND/OR SITE TO BE USED (Describe specific portion(s), if applicable) ("the Village Property"):		<input type="checkbox"/> Village Community Room (Maximum occupancy: 50 persons) <input type="checkbox"/> Village Park (Specify) _____ <input type="checkbox"/> Other Village Property (Specify) _____	
PROPOSED EVENT ("scheduled event")			
USE PERIOD (Unless terminated earlier by the Village): Reserved Rain Date(s), if any:		Date(s) or Period of Use: _____ Hours of Use: _____	
PURPOSE OF USE:	<input type="checkbox"/> Board Meeting <input type="checkbox"/> Annual Meeting <input type="checkbox"/> Party	<input type="checkbox"/> Event(s): Area of use requested: _____ <input type="checkbox"/> Sports and/or recreational use: Athletic Field(s) requested: _____	<input type="checkbox"/> Preparation and/or serving of food (Preparation of food in Village buildings may be prohibited—See Sec. 1.4) <input type="checkbox"/> Serving of alcoholic beverages (only with a Class C Village Liquor License approved by the Village Board) <input type="checkbox"/> Other (describe): _____
	ATTENDEES AND ITEMS REQUESTED FROM THE VILLAGE		
		Estimated number of persons attending event(s): _____ Number of Village chairs and tables requested: _____ Chairs _____ Tables	

The parties to this Agreement by their signatures acknowledge that they have read and understand this Agreement, agree to all arrangements and policies stated herein, and intend to execute its terms and comply with all applicable rules, regulations, and ordinances of the Village, including but not limited to the Terms and Conditions attached hereto and thereby made a part hereof Exhibit A, and that the parties executing this Agreement are either the respective Applicant(s) or the duly authorized agent of the Applicant(s) and the Village, and are authorized by each respective party to enter into this Agreement.

The Applicant(s) must initial each page of the Terms and Conditions (Exhibit A).

NAME AND SIGNATURE OF USER/LICENSEE ("Applicant") _____

VILLAGE OF PORT BARRINGTON ("Village")

BY: _____

By: _____

Printed Name: _____

Printed Name: _____

Its Authorized Agent

Title: _____

Date Signed: _____, 20__

Date Signed: _____, 20__

Approval of this Agreement by the Village Board of the Village of Port Barrington ("the Village"), or its designee, will grant the Applicant and/or the User/Licensee the right to use the above described Village Property for the purpose(s) and on the date(s) and hours specified above.

FOR VILLAGE OFFICE USE ONLY	
FEES: Amount received: \$ _____ Check No. _____	Date received: _____ By Whom: _____ Balance refunded, if any: \$ _____
<input type="checkbox"/> Park use: \$ _____ (Fees and deposits for use of Village parks are established by the Village Board from time to time)	<input type="checkbox"/> Village Community Room: \$ _____ (Includes the following fees: \$50.00 security deposit per event, PLUS: \$25.00 per hour (resident fee) or (\$ 25.00 x _____ hours = \$ _____) \$100.00 per hour (non-resident fee) (\$100.00 x _____ hours = \$ _____)
<input type="checkbox"/> Certificate of Insurance approved	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Class C Liquor License approved	<input type="checkbox"/> Cancellation Fee charged: _____
<input type="checkbox"/> Liquor liability insurance coverage included	<input type="checkbox"/> Balance refunded: \$ _____
Are the Applicant and the User/Licensee a Village resident? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, non-resident rates shall apply)	
Is the User/Licensee organization one which includes a significant number of Village resident(s) or their children (i.e., 10 or more)? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, non-resident rates shall apply)	
APPLICATION APPROVED BY: _____	

VILLAGE OF PORT BARRINGTON
Terms and Conditions of Agreement for the Use of Village Property

SPECIAL CONDITIONS:

- (A) **Security Deposit:** A minimum security deposit (as shown on Page 1 of this Agreement), all or a portion of which may be refundable, is due upon the Applicant's execution of this Agreement for the Use of Village Property to reserve the location(s), date(s), and time(s) specified in this Agreement (the "scheduled event"). The Village reserves the right to increase the minimum security deposit at any time, including but not limited to a charge for one or more "Village attendant(s)" at the scheduled event, and/or for a specific use of Village Property. The security deposit may be used by the Village, at its sole discretion, for the purpose of reserving the event dates specified herein, and/or for cleaning, maintaining, and/or restoring the subject Village Property to the same condition it was prior to the Applicant's use thereof. The Applicant's check for the required security deposit will be immediately cashed and the security deposit may be used by the Village as described above or to the extent not used by the Village may be refunded, in whole or in part, to the Applicant after conclusion of the event and the Village's subsequent inspection of the Village Property, all in compliance with the terms and conditions set forth in this Agreement for the Use of Village Property and Chapter 94 of the Port Barrington Code of Ordinances.
- The check(s) for the required security deposit must be made payable to "Village of Port Barrington" and may be delivered to or mailed to: The Village of Port Barrington, Attn: Village Administrator, 69 S. Circle Avenue, Port Barrington, IL 60010.
- (B) **Use Fee:** The User Fee shall be as set forth by the Village Board from time to time. Full Payment of the Use Fee (as shown on Page 1 of this Agreement) must accompany this Agreement which has been executed by the Applicant, and the required Certificate of Insurance, which shall be subject to the approval of the Village Attorney in advance of any proposed use of Village Property, shall be due not less than ten (10) days prior to the event.
- (C) **Cancellation Fee:** Cancellation of the planned event by the User/Licensee and/or its authorized agent must be given to the Village in writing not less than thirty (30) days prior to the proposed date of the scheduled event. Any cancellation which is received by the Village in writing within less than thirty (30) days prior to the proposed date of the scheduled event shall result in the Village imposing a cancellation fee (See Section 7, "Termination").
- (D) **Personal Property:** The Village of Port Barrington is not responsible for any personal property or equipment lost, stolen, or damaged, or left anywhere on any Village Property.
- (E) **Right to Decline Any Application and/or Deny Any Use and/or Event:** The Village reserves and retains the right to decline to accept any Application for use of any Village Property, and/or deny any proposed use and/or event, if the Corporate Authorities of the Village determine that a proposed use would be inconsistent with the character of the Village, could negatively impact the safety, security, maintenance, protection and/or preservation of Village Property, and/or would otherwise be inconsistent with and/or may negatively impact public safety.
- (F) **No Village Liability for Food and/or Drink Served: The Village assumes no responsibility and/or liability for any illness resulting from the serving of any food or drink by any person or organization on any Village Property, and the User/Licensee agrees to and shall indemnify the Village from any and all such claim(s) and/or the costs of defense thereof, including but not limited to attorneys' fees and/or other costs of defense.**

1.0 USE AND CARE OF VILLAGE EQUIPMENT

- 1.1 **Condition of Village Property:** All Users/Licensees of Village Property shall be required to return any Village Equipment to the Village in clean, undamaged condition and in a condition as good as or better than that which it was provided to the Applicant. All items brought onto Village Property by the User/Licensee shall be removed by the User/Licensee immediately following the scheduled event(s). If the cost of clean-up and/or repair(s) exceeds the cost of the security deposit, the User/Licensee shall be responsible to reimburse the Village for any such costs incurred by the Village.
- 1.2 **Alcoholic Beverages:** Alcoholic beverages may not be served or sold anywhere on the Village Property unless a special Class C Liquor License has been issued to the Applicant and to the Sponsoring Organization prior to the proposed event.
- 1.3 **Set-up; Takedown; Clean-Up:**
- 1.3.1 The User/Licensee is responsible for providing their own supplies and equipment, and these items must be delivered and removed during the contacted use period as stated herein.
- 1.3.2 The User/Licensee shall be responsible for the set-up, takedown, and clean-up of the area of the Village Property that they are scheduled to use pursuant to this Agreement. Set-up for the scheduled event(s), each event itself, and takedown must be performed during the contracted period of use as stated above.
- 1.3.3 The User/Licensee shall be responsible for the clean-up of all Village property used for the scheduled event(s) at the end of each event, which clean-up must be performed immediately after the period of use as stated above, including the removal of debris, garbage, and sweeping or mopping of the floors (with a cleaning product approved by the Village) in the Village building and any other rooms that are used for the scheduled event(s).
- 1.3.4 A Village representative will make an inspection of the Village property after the User/Licensee's scheduled event(s) and will determine whether any additional clean-up and/or repair(s) are necessary as a result of User/Licensee's use of the Village Property. If the Village determines that additional clean-up is necessary, the charges will be responsibility of the User/Licensee and will be deducted from the User/Licensee's security deposit at the rate of \$50 per hour, or portion thereof, with a minimum charge of \$100. If the cost of clean-up exceeds the remaining amount of the security deposit, the User/Licensee shall be responsible to reimburse the Village for any such costs incurred by the Village.
- 1.4 **Village Buildings:**
- 1.4.1 Preparation, sale, and/or consumption of food and/or drink at a scheduled event are prohibited in any Village Building, unless approved in advance in writing by the Village.
- 1.4.2 Food and non-alcoholic beverages may be served within any Village building or on any other Village Property, only if specifically authorized by this Agreement and only if the Applicant has secured and provided to the Village any required permits and certificate(s) of insurance, which certificate(s) shall be in a form approved in advance in writing by the Village Attorney.
- 1.4.3 Open flames and/or any pyrotechnics are strictly prohibited within any Village Building, with the exception of small birthday candles, which must all be extinguished as soon as possible after the lighting thereof.

- 1.4.4 Smoking is prohibited in any Village building in accordance with the Smoke Free Illinois Act.
- 1.4.5 Any decorations that are proposed to be affixed to the walls, light fixtures, or beams of the Village property must be approved in advance in writing by the Village Administrator, or her designee, or other designee of the Village President. Decorations may only be affixed with painter's tape, removable clear adhesive dots/tape, and/or "Command" strips or similar non-penetrable devices.
- 1.4.6 The User/Licensee shall not open, close, or lock any window(s) and/or door(s) in any Village Building and shall not make any adjustment(s) to said building's climate controls. Only A Village representative is authorized to perform such duties. The Village will provide the User/Licensee with a key code for the User/Licensee to access, unlock, and lock the Village Community Room. A Village representative may, but shall not be required to, remain on the premises for the duration of the scheduled event contemplated herein.
- 1.4.7 Shoes are required to be worn in all Village buildings and on the grounds of any Village property.
- 1.4.8 Village Attendant: At the request of a User/Licensee, a Village attendant may be provided by the Village for the agreed upon contracted Use Period as stated above to offer assistance, to ensure that all Village property is left undamaged, and to enforce this Agreement and all applicable laws, Village ordinances, and rules and policies, but the Village shall not be obligated to do so. If the Village attendant, or other representative of the Village, is required to remain on the premises of the Village Property with the User/Licensee and/or its guests after the Use Period hours as stated above, the User/Licensee shall also be responsible to pay the Village a fee in addition to the required security deposit which shall be a minimum charge of \$50 for one (1) Village attendant for a one (1) hour period, and an additional \$50 per Village attendant per hour for each additional hour, or portion thereof, that said Village representative remains on the Village Property, which fee will be paid separately by the User/Licensee with this executed Agreement or deducted from the User/Licensee's security deposit, with any remaining amount due to the Village to be paid by the User/Licensee. The User/Licensee agrees to and shall be responsible to pay to the Village any fees and/or costs incurred by the Village for the provision of any Village attendant(s) for the scheduled event which are in excess of the required security deposit.

1.4.9 Community Room:

- a. The Village will provide tables and chairs in the Community Room to accommodate the maximum of people as indicated on Page 1 of this Agreement.
- b. Placement of extra tables must be approved by the Village Administrator, or her designee.
- c. Tables and chairs provided by the Village need not be covered, but must be wiped off by the User/Licensee after use thereof.

1.5 Parks, Beaches, and Other Village Areas:

- 1.5.1 Request(s) for Special Activity(ies): Request(s) for any special activity(ies) on Village Property, must be submitted to the Village in writing and attached to this Agreement for final Village Board approval.
- 1.5.2 Vehicles: Access to Village Property: The use of any vehicle on any portion of Village property, except in and on designated drives and parking lots, must be approved in advance in writing by the Village Administrator, or her designee. The use of any specialty vehicle or equipment, i.e., tractors, golf carts, wagons, etc. on Village Property and access to any specific portion of Village property must be arranged, reviewed, approved in writing, and coordinated in advance with the Village Administrator, or her designee. Specialty vehicle(s) or equipment are prohibited from being parked and/or located on Village property during hours when the Village property is open to the public.

2.0 DAMAGES

- 2.1 Should there be any damage(s) to any Village property, during, or as a result of the scheduled event(s) contemplated herein, other than acts of God, the User/Licensee agrees to and shall be liable for all costs incurred by the Village to repair such damage and/or to replace any damaged property. The User/Licensee agrees to and shall bear all costs incurred by the Village for repair of damages incurred to the Village Property, and any Village fixture(s), equipment, or other personal property used in connection with the scheduled use or event on the subject Village Property, as determined by the Village Administrator, or her designee.
- 2.2 Security deposits will be refunded if no such damage occurs during or as a result of said scheduled event(s) or if the User/Licensee has paid for all costs incurred by the Village for a Village attendant, and/or to repair any damage and/or replace any damaged property. If the cost of clean-up and/or repair(s) exceeds the cost of the security deposit, the Applicant shall be responsible to reimburse the Village for any additional costs incurred by the Village. All Village property used by the Applicant and/or by the User/Licensee shall be returned to the Village in the same condition in which they were found prior to commencement of the event(s) contemplated herein.
- 2.3 It shall be the responsibility of the User/Licensee to leave all Village property in the same or better condition that it was found prior to the scheduled event(s). All items brought onto Village property shall be removed by the User/Licensee immediately following their event(s).

3.0 OTHER TERMS AND CONDITIONS

- 3.1 The User/Licensee acknowledges and understands that other activities and events may be scheduled or are in progress in other areas of the same Village property at the same time(s) as the scheduled event(s) which is or are the subject of this Agreement.
- 3.2 No improvements may be constructed upon any Village property without the prior written consent of the Village Board. In the event User/Licensee desires that special improvements be made or that extraordinary work be performed on Village Property, the User/Licensee shall obtain in advance the written permission from the Village Board, or the Village Administrator as the Village Board's designee.
- 3.3 No advertising shall be displayed on Village Property by User/Licensee without the prior written consent of the Village Board.
- 3.4 User/Licensee shall be responsible for maintenance of baseball fields, related improvements and equipment, including but not limited to the cutting of grass, repairing of holes and divots, maintaining the clay mounds and bases, maintaining fences, dugouts, backstops, concession stand, batting cages, field striping, as well as the adjacent parking areas and bathroom. (However, the User/Licensee's duty to maintain the parking lot and bathrooms shall be limited to trash pickup and cleaning, if necessary, after User/Licensee's use, but not repairs due to ordinary wear and tear.) User/Licensee shall be responsible for repairing any damage to the premises including the adjacent parking lot and bathrooms, if any, facilities and equipment occurring during its use thereof. If the Village's insurance pool or risk management agent recommends that additional safety equipment be provided, User/Licensee shall provide the equipment at its cost within a reasonable amount of time as agreed by the parties. User/Licensee shall also maintain all incidental equipment and facilities in good, clean, and neat operating condition.
- 3.5 The User/Licensee agrees that it will provide proper adult supervision during its activities on Village Property. The Village makes no warranty or representation about the condition of the Village Property being used by the User/Licensee.

3.6 The Village will endeavor to minimize any noise and/or visual changes to the premises due to work or events in progress.

4.0 REQUIRED INSURANCE AND INDEMNIFICATION

4.1 The User/Licensee does hereby assume all risks related to the use of the Village Property and does further agree to indemnify and hold harmless the Village of Port Barrington and its elected officials, officers, employees, agents, and volunteers from and against any and all claims, suits, actions, damages, expenses, judgments, and costs, including attorney's fees ("Claim(s)"), which may arise out of any injury, death, loss or damage which is in any manner connected with the User/Licensee's use of the Village Property, except to the extent the claim is caused by the negligent acts or omissions of the Village or its elected officials, officers, employees, agents, and volunteers. Further, nothing contained herein is intended to constitute nor shall constitute a waiver of the defenses available to the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

4.2 Prior to commencement of User/Licensee's activity(ies) on Village Property, the User/Licensee shall provide to the Village a certificate of insurance covering the User/Licensee's activity on Village Property for review and approval by the Village Attorney. On such certificate(s) of insurance, the Village, its elected officials, officers, employees, volunteers and/or agents shall be named as additional insured which shall cover the use and/or dates of use or the use period, as the case may be, for the event(s) and activities of the User/Licensee. Such certificate of insurance must evidence all of the following coverage:

- A. Comprehensive General Liability: covering bodily injury, personal injury, including but not limited to Athletic Activity Coverage, with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate
- B. Automobile Liability: \$1,000,000 combined single limit per occurrence if autos of User/Licensee are to be used or are to be parked on the premises;
- C. Host/Dram Liquor Liability: Statutory and \$1,000,000 combined single limit, if liquor is to be served.
- D. Sexual Abuse Liability: \$25,000 each occurrence, \$50,000 aggregate for events involving minors.

Check if applicable:

- E. Worker's Compensation and Occupational Disease Coverage: in accordance with applicable state and federal laws, and in accordance with all statutory limits
- F. Employers Liability Insurance: in minimum limit of \$500,000 per accident covering bodily injury or death to an employee of the renter or vendor which may be outside the scope of the worker's compensation and occupational disease statute

5.0 NOTICES:

5.1 Any Notice(s) required by this Agreement shall be mailed, certified mail, return receipt requested, or hand-delivered or faxed as follows:

TO THE VILLAGE: Village President, Village of Port Barrington, 69 S. Circle Avenue, Port Barrington, IL 60010
Telephone: (847) 639-7595 FAX: (847) 639-8694

TO THE USER/LICENSEE: AS SHOWN ON PAGE 1 OF THE AGREEMENT

5.2 Notices shall be deemed received on the date of actual receipt if by certified mail or the following business day if sent by facsimile or hand-delivery.

6.0 LICENSE: Nothing contained in this Agreement shall be construed as a lease of Village Property. This Agreement is merely for a license for the temporary allowing of the temporary use of certain Village Property which can be terminated at the discretion of and for the convenience of the Village, and is intended to set forth the parties' obligations relative to the use by the User/Licensee of certain Village Property and the facilities and improvements located thereon.

7.0 TERMINATION OF THIS AGREEMENT: This Agreement shall remain in full force and effect for the period of time specified in said document, unless terminated by its own terms and/or in writing by the User/Licensee or the Village of Port Barrington. If the Applicant/User/Licensee terminates this Agreement within 30 days prior to the scheduled event, the security deposit will be refunded less a processing fee of \$100.00. No refund of the security deposit will be given for cancellations received by the Village less than 30 days prior to the event. There shall be no refund of any amount for cancellation of the scheduled event due to inclement weather conditions.

8.0 MISCELLANEOUS:

- 8.1 If any portion of this Agreement is deemed unenforceable, then it shall be severed and stricken from this Agreement and the remainder shall remain in full force and effect.
- 8.2 No amendment to this Agreement shall be valid unless made in writing and signed by authorized staff of the Village of Port Barrington and the User/Licensee.
- 8.3 This Agreement shall not be construed against any party by virtue of a party's attorney drafting all or part of this Agreement. It has been drafted for the benefit of both parties and has been reviewed by their attorneys.
- 8.4 This Agreement shall create no third-party beneficiaries as it is solely for the benefit of the signatory parties hereto.
- 8.5 In the event that User/Licensee breaches this Agreement and fails to remedy the breach within seven (7) days of written or verbal notice of the breach, then the Village, at its sole discretion, shall have the right to immediately terminate this Agreement.
- 8.6 The parties executing this Agreement each represent and warrant to the other than each is authorized to execute this Agreement, respectively on behalf of the Village and the User/Licensee as shown below.
- 8.7 The provisions of this Agreement may be amended only upon the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.
- 8.8 This Agreement and any attachments thereto, and the applicable provisions of the Village of Port Barrington Code of Ordinances, as amended from time to time, contain the entire understanding and agreement between the parties and supersede any prior understanding and/or written or oral agreements between the parties. There are no other representations, agreement(s), arrangements or understandings, oral or written, between and among the parties hereto. This Agreement is intended to benefit only the parties which are signatories to this Agreement and is not intended to and shall not create any third-party beneficiaries.