

Village of Mahomet

Parks & Recreation

503 E. Main Street - P.O. Box 259 - Mahomet, IL 61853-0259 Village Administration (217) 586-4456 Fax (217) 586-5696 Park & Recreation Office (217) 586-6025

## **Barber Park Pavilion/Kitchen Facility Rental Agreement**

- 1. The Facility Usage Request Form and Rental Agreement shall be completed and submitted along with all fees, including a damage deposit, at the time of reservation application. **Make all checks payable to the MPRD**. Please submit a separate check or cash in the amount of \$75 for the damage deposit. NOTE: Writing 1 check to cover rental fees and damage deposit is not acceptable and may delay processing and acceptance of reservation.
- 2. The Village of Mahomet reserves the right:
  - a.) To approve or deny any reservation application for Barber Park Pavilion/Kitchen rental;
  - b.) To cancel the reservation application due to an "emergency" Village function; and

c.) To revoke any reservation application previously approved, at any time it is determined that the request contained any misrepresentation or false statement(s), or that any condition set forth in the policies governing the request is not being complied with, or that the safety of the participant in the activities of the applicant or their patrons of or visitors to the facility is endangered by the continuation of such activity.

- 3. The Village of Mahomet will not be liable for any facility claims for injury or damages resulting from or arising out of the use of the facility or premise adjacent thereto. The renter agrees to indemnify the Village of Mahomet and hold it harmless against any and all such claims, damages, losses and expenses. If requested by the Village of Mahomet, the renter shall carry insurance against such claims and furnish a certificate of insurance evidencing the same.
- 4. Resident renters shall reserve the facility no more than six (6) months in advance; non-resident renters shall reserve the facility no more than four (4) months in advance. Exceptions may be made for special circumstances with the approval of the Village, but no more than 1-year in advance (i.e. family reunions, wedding anniversaries, wedding receptions).
- 5. Renter must be at least 21 years of age and responsible to see that all activities are properly controlled and supervised. Adequate adult chaperons must be provided if group members are less than eighteen years of age. One chaperone for every ten participants under 18 years of age must be provided.
- 6. Notice of cancellation must be given to the Village of Mahomet at least seven (7) days prior to the scheduled date of reservation (an 80% refund plus the deposit will be issued). Failure to comply will result in forfeiture of any payments made.
- 7. If the kitchen is rented, a 4 digit access code will be issued to renter prior to reservation date.
- 8. Renter is required to display his/her copy of the Facility Usage Permit at the pavilion for the duration of their reservation.
- 9. The Village of Mahomet will provide no equipment other than the picnic tables located at the pavilion. Renters are responsible for their own set-up. Tables are not to be moved off the cement and renters are responsible for returning them back to their original locations.
- 10. No admission fees may be charged or concessions sold on premise (unless stated in the agreement approved by the Village of Mahomet Parks & Recreation Director). Such action will result in immediate ejection from the premises.
- 11. Renter may not use the facility as a mailing address.
- 12. There are no provisions for the renter to store items in the facility. EXCEPTION: Mahomet Lions Club.
- 13. Pets are prohibited in the kitchen and restrooms at the facility (exception: Seeing Eye dogs or other approved service animal).
- 14. Food and non-alcoholic beverages only are allowed on premise. No alcohol is permitted.

- 15. Renter is responsible for leaving the facility in the same condition it was found. Renter is required to place trash in the containers provided. The Village will determine the cleanliness of the facility at the completion of the rental. Failure to comply will result in loss of deposit. The deposit will be utilized for such damages (this includes the facility left dirty, damage to any equipment or to facility itself). If damages exceed the amount of the deposit, the renter will be billed accordingly.
- 16. Use of the pavilion is allowed at times when it has not been scheduled for official Village business or Mahomet Recreation activities. Reservations and usage are scheduled on a first come, first serve basis regardless of resident/non-resident, profit/non-profit status.

## **CONDITIONS OF RENTAL AGREEMENT**

- 1. The Village may require a cash deposit or an indemnifying bond, with acceptable sureties in the amount determined by the Village to cover any loss, damage, expense, or litigation sustained because of the Renter's activity. Generally, this requirement would be in effect for activities with intense use.
- 2. The Village may revoke any usage permit previously granted, at any time, if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the activities of the applicant or other patron of or visitors to the facility is endangered by the continuation of such activity.
- 3. The Village will not be liable for any claims for injury or damages resulting from or arising out of the use of the facility or premises adjacent thereto and the renter agrees to indemnify the Village and hold it harmless against any and all such claims, damages, losses and expenses. If requested by the Village the renter shall carry insurance against such claims and furnish the Village with a certificate of insurance evidencing same.
- 4. Neither drugs nor alcoholic beverages are allowed at the pavilion, associated parking lot, or within Barber Park property.
- 5. Smoking is not allowed inside the pavilion, kitchen, restrooms or storage area.
- 6. The kitchen will be accessible with a 4 digit access code that will be made available for the duration of their reservation. Reservation groups will vacate the kitchen and the pavilion area at the time designated on the reservation form.
- 7. Groups are responsible to see that all activities are properly controlled and supervised. Adequate adult chaperones must be provided if group members are less than 18 years of age.
- 8. Due to space limitations, there are no provisions to store items at the pavilion.
- 9. Permit holder agrees to properly dispose of all trash that is a result from their activities.
- 10. Rental hours are park hours (sunrise to sunset)

REVISED: November 27, 2012



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## **BARBER PARK FACILITY REQUEST AND RENTAL AGREEMENT**

Barber Park : Please Check Appropriate Boxes	RESIDENT	NON-RESIDENT
□ Pavilion (Covered picnic area)	□ \$15.00 per <u>hour</u>	□ \$30.00 per <u>hour</u>
	□ \$75.00 per <u>day</u>	□ \$150.00 per <u>day</u>
□ Kitchen & Pavilion	□ \$35.00 per <u>hour</u>	□ \$70.00 per <u>hour</u>
	□ \$175.00 per <u>day</u>	□ \$350.00 per <u>day</u>
\$75.00 damage deposit. Reservations availorganizations with a 501 (C) 3 status will n		
Name:		
Organization:		
Address:		
City/ State/Zip:		
Day Phone:	Evening Phone:	
Reservation Time: To: Fro	m: Reservation Date:	
Description of facility usage:		
\$	\$	
Fee	Damage De	posit
The undersigned agreed to use the Barber Park Facili	ty with care. Any damage or loss during the	specified rental time and

The undersigned agreed to use the Barber Park Facility with care. Any damage or loss during the specified rental time and attributed to the above group is the financial responsibility of the undersigned. Damage deposits are returned based on post-rental inspection co-signed by renter and MPRD. Payment must be received at the time of rental request. No refunds for cancellations within seven (7) days of rental date. The undersigned and the above named organization agree to accept and comply with all of the terms, conditions, and requirements set forth on this rental agreement form.

Renter's signature		Date
	STAFF USE C	DNLY
Check Payment #: Check Damage I	eposit #:	Damage Deposit Returned:
MPRD Director's Approval Signature	Date	Ledger Acct. #: