

LIPINSKI COMMUNITY CENTER
7256 Skyline Drive - Justice, IL 60458



RENTAL AGREEMENT

Name: _____ Phone: _____ Cell: _____

Address: _____ City, State, Zip: _____

Date of Event: _____ Type of Event: _____

Time of Event - From: _____ To: _____ # of Guests (Max. 120): _____

Center rental is based on a **5 hour minimum charge, which includes 30 minutes for set up and 30 minutes to clean up.** Each additional hour requested will be charged at a rate of \$50 per hour. Scheduled events may start as early as 9:00 AM and must be completed by 11:00 PM. Liquor may be served for private functions as long as all State laws concerning consumption are adhered to. An additional charge at \$75 will be assessed if liquor will be consumed on the premises. This fee will ensure that the Justice Police Department will be notified of your event and an officer(s) may periodically stop in as time permits. The responsible person renting the Center must be at least 25 years of age.

Fees and Rental

	Security Deposit*	Rental Fee (Minimum)	Each Additional Hour	Liquor Fee	Media Equipment Other Fees
Justice Resident	\$200	\$250	\$50	\$75	Negotiated
Non-Resident**	\$300	\$325	\$50	\$75	Negotiated

*Security Deposit will be returned on the first business day after the event and can be picked up at the building department

**Renter must prove residency status via photo ID.

Cancellation Policy:

If a notice of cancellation is received 30 days prior to the event, a full refund of the Center rental fee will be issued. If notice of cancellation is received between 15 to 29 days prior to the event, 50% of the Center rental fee will be refunded. If a notice of cancellation is received less than 15 days prior to the event, or no one shows up for the event, NO Center rental fee will be refunded. In any event of cancellation, the security deposit will be refunded in full.

General Guidelines:

The Center is rented on a first come-first served basis.

- The entire premises, including restrooms shall be left in clean condition, or a cleaning fee of \$50 per hour shall be charged and deducted from the security deposit.
- NO religious services are to be held.
- Parking must be in the designated spaces provided. The apron in front of the doors is a NO PARKING zone
- Police and Fire Departments must have access at all times.
- Kitchen appliances (refrigerator, stove, microwave, sink, coffee pots, and counters) are available and must be cleaned after use. A fee of \$50 per hour will be charged against your security deposit for any appliances not cleaned.
- NO helium balloons are allowed inside the premises.
- NO ball playing in the building or on the patio. Rental includes use of the field however a "dry" field cannot be guaranteed
- There is no smoking inside the building. Smoking is allowed on the patio.
- The use of the fireplace is allowed, however there is an additional charge for start-up and clean up (Negotiated at time of contract).
- THE RENTER ACKNOWLEDGES RECEIPT OF, AGREES WITH AND CONSENTS TO THE RENTAL AGREEMENT WAIVER AND RELEASE OF ALL CLAIMS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A."

I have read, understand, and agree to all of the conditions stated in this agreement.

(Signature of Responsible Party for renter) _____

(Date) _____

FOR OFFICE USE ONLY:

Liquor Served: Yes .. No .. Approved: _____ Refund: Pickup \$ _____ Mailed \$ _____ Round Tables: _____
 Long Tables: _____ Rental \$ _____ Security Deposit \$ _____ Total Received by: _____
 Date: _____ Special Requests: _____

Copy of Photo ID must be attached



EXHIBIT "A"

LIPINSKI COMMUNITY CENTER

7256 Skyline Drive - Justice, IL 60458

RENTAL AGREEMENT WAIVER AND RELEASE OF ALL CLAIMS

This WAIVER AND RELEASE OF ALL CLAIMS (this "Release") is made by and between the Village of Justice, an Illinois Municipal Corporation, (the "Village") and Renter ("Renter") (collectively, the Village and Renter may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

WHEREAS, Renter desires to and is renting the LIPINSKI COMMUNITY CENTER ("Center") as described hereinabove for an event ("Event") as described hereinabove; the Village owns the Center; the Parties have determined that it is in the best interests of both of the Parties for the Village to allow Renter to use the Center; and based on the foregoing, the Parties have concluded that it is in the best interest of the Parties to enter into this Release.

THEREFORE, FOR AND IN CONSIDERATION of Renter being allowed to use the Center for the Event and Renter paying certain consideration as above-described, Renter hereby releases, waives, discharges and covenants not to sue the Village, its past and present officials (whether elected or appointed), trustees, directors, employees, agents, officers, servants, representatives, attorneys, independent contractors, insurers, volunteers, successors or predecessors and any other party in any way related to the Village (collectively, the "Released Parties") of, from and for any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses, (including reasonable attorneys' fees and court costs) and damages (whether actual or punitive) that occurred or are alleged to have occurred in whole or in part in connection with Renter's use of the Center, the Event, this Release and the intentional or unintentional acts or omissions of the Released Parties stemming from Renter's use of the Center or the Event.

Renter intends to use the Center for the Event and fully and willfully assumes full responsibility, during and after the Event, for Renter's decision to use, at its own risk, the Center and for what instructions or information to receive or follow. Renter understands that holding the Event, which Renter is choosing to do, brings with it the assumption of all risks and liability for the Event. Renter agrees that it will not allow individuals to participate in the Event if said individuals are in unfit physical conditions or are not physically able to participate in the Event.

To the fullest extent permitted by law, Renter shall indemnify, hold harmless, and defend the Released Parties of, from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs) and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with Renter's use of the Center, the Event, this Release and the intentional or unintentional acts or omissions of the intentional or unintentional acts or omissions of the Released Parties stemming from Renter's use of the Center or the Event.

During the term of this Release, Renter, at its sole cost and expense and for the mutual benefit of the Parties, **IF SO REQUIRED BY THE VILLAGE [VILLAGE TO CHECK BELOW AS APPLICABLE]**, shall carry and maintain the following types of insurance with companies and in forms reasonably satisfactory to the Village as required by the Village.

Village		Renter Agees (initial here)
<input type="checkbox"/>	Comprehensive general liability and property liability insurance, including legal liability, insuring against all liability of Renter arising out of or occurring in connection with Renter's use of the Center and/or the Event, with a minimum combined single limit of _____ [ENTER AMOUNT] . Such policies shall name the Village and its President as Additional Insureds and provide that it is primary to, and not contributing with, any policy carried by the Village covering the same loss; and	_____
<input type="checkbox"/>	Excess liability for _____ [ENTER AMOUNT] per occurrence.	_____

Renter shall provide the Village with certificates of insurance acceptable to the Village evidencing the existence of the coverage described above. The failure to provide acceptable certificates of insurance shall be deemed a breach of this Release entitling the Village to pursue any of the remedies authorized by law or equity. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated or reduced by the insuring company without the insuring company having first given at least thirty (30) calendar days written notice to the Village. Renter shall deposit with the Village all such policies or certified copies if requested.

Renter further acknowledges that an authorized representative of Renter: (a) reads and understands English and has carefully read the contents of this Release; (b) is competent, of lawful age and has legal authority to enter into this Release; (c) has not been given any promise or inducement to sign this Release; (d) understands that this Release is intended as a complete waiver and release in favor of the Released Parties; (e) assumes full responsibility for any damage or loss that occurs or is alleged to have occurred as a result of Renter's use of the Center, the Event or any violation of this Release; and (f) has signed this Release as Renter's free and voluntary act.

RENTER HAS READ THE FOREGOING RELEASE IN ITS ENTIRETY AND FULLY UNDERSTANDS EACH AND EVERY PROVISION CONTAINED HEREIN.