

**RENTAL AGREEMENT
LIPINSKI COMMUNITY CENTER
7256 Skyline Drive - Justice, IL 60458
CENTER IS RENTED ON A FIRST COME FIRST SERVE BASIS**



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 set up and clean up. The Center is open from 9:00am to 11:00pm, occupancy after the contracted time will result in a fine of \$100.00. Liquor may be served for private functions in accordance with all State liquor laws, a 5 hour minimum liquor fee of \$100 will be assessed. Each additional hour of Center rental or liquor use will be charged at a rate of \$50 per hour each. The Justice Police Dept. will be notified of your event and an officer may stop in, and will be present at the close of the party. The responsible person renting the Center must be at least 25 years of age. Renter obligations: Renter must be present at start and finish of party, only the Renter is admitted first at the start of the party. Renter must not leave the Building empty and must wait for the Building manager at the end of the rental

| FEES AND RENTAL | Center Security Deposit* | Rental Fee (Minimum) | Liquor Security Deposit* | Liquor Fee (Minimum) | Each Additional Hour Center and Liquor (Charged Separately) | Bounce House Inspection (Per Unit) |
|-----------------|--------------------------|----------------------|--------------------------|----------------------|-------------------------------------------------------------|------------------------------------|
| Justice | \$200 | \$250 | \$200 | \$100 | \$50 | \$40 Minimum Charge |
| Non-Resident | \$300 | \$325 | \$200 | \$100 | \$50 | \$40 Minimum Charge |

****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: Written Notice of cancellation received 30 days prior to the event; a full refund of the Center rental fee and deposit will be issued. Written Notice of cancellation received 15 to 29 days prior to the event; 50% of the Center rental fee and full deposit will be refunded. If written 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 or deposit will be refunded. Only the original signer of the agreement will be allowed to cancel the party or make changes to the agreement.

General Guidelines: VIOLATION OF THE GUIDELINES WILL RESULT IN FORFIET OF SECURITY DEPOSIT

- **PARTY** cannot continue outside of building once rental time is over. **POLICE and Fire** Departments must have access at all times.
- **PARKING** must be in the designated spaces provided. The apron in front of the doors is a **NO PARKING** zone.
- **ENTIRE** premises, including restrooms, patio, and field must be in clean condition. **KITCHEN** appliances are available for use and must be cleaned after use.
- **LIQUOR:** If liquor is found in the Building and not part of the rental agreement.
- **NO** religious services are to be held on the premises.
- **NO** balloons are allowed inside the premises. **NO** balloons or party signs can be hung on or around Village signs.
- **NO** table glitter or confetti is allowed on the premises. **NO** candles of any kind are allowed on the premises.
- **NO** animals are allowed in the building, on the patio or in the field. **NO** charcoal bbq. Propane tanks are not allowed in the building. Inside furniture is not allowed outside, outside furniture is not allowed inside. **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 in accordance with local law.
- **USE** of the fireplace is not allowed.
- Bounce house information and insurance must be provided at time of rental. (see Exhibit A). Water slides are not allowed.

The renter agrees to indemnify and hold harmless the Village of Justice against any injury, loss, claim or damage to any person or property while on the premises by any person(s) attending or associated with the event. Changes cannot be made to this agreement once signed. I have read this, I understand, and agree to all of the conditions stated in this agreement.

(Signature of Responsible Party) _____ Date: _____

(Signature of Responsible Party) DEPOSIT REFUND _____ Date: _____

BUILDING CHECK IN: X _____

FOR OFFICE USE ONLY:

Copy of Photo ID must be attached

Liquor Served: Yes No Approved: _____ Rental \$ _____ Security Deposit \$ _____ **Total:** _____

Received by: _____ Date: _____ Refund: Pickup \$ _____ Mailed \$ _____ **Long Tables:** _____ **Round Tables:** _____

Special Requests: _____ *See page 2 for building check out list.*

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 Agrees <i>(initial here)</i> |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| [] | 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 | _____ |
| [] | 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.

CLEANING CHECK LIST

BUILDING MUST BE CLEANED AND VACATED AT THE END OF DESIGNATED PARTY TIME

| | |
|--------------------------------|-----------------------------------------|
| Main room | Floor is broom swept/Spills mopped up |
| Tables/Chairs | No debris on tables or chairs |
| Main room garbage cans/Kitchen | Empty into dumpster in back of building |
| Kitchen counter tops | Wiped clean |

| | |
|-----------------------------------|---------------------------------|
| Coffee pot | Rinsed out |
| Microwave | Wiped clean inside |
| Cook Top | Wiped clean |
| Oven | Wiped clean/ Inside and outside |
| Refrigerator | Empty/wiped clean |
| Freezer | Empty/wiped clean |
| Men's washroom - floors & stalls | All debris picked up |
| Men's washroom - sinks | Empty of any debris |
| Men's washroom garbage can | Empty |
| Women's washroom - floor & stalls | All debris picked up |
| Women's washroom - sinks | Empty of any debris |
| Women's washroom garbage can | Empty |

ALL WALLS MUST BE FREE OF DIRT/FOOD/FROSTING/AND FOOT PRINTS

| | |
|-------------------------|-----------------------------------------|
| Soccer Field | Cleaned up if debris is thrown in field |
| Patio | Cleaned up |
| Coat room | Cleaned up |
| Grounds around building | Cleaned up |

- NO GLITTER
- NO CONFETTI
- NO BALLOONS OF ANY KIND
- NO BALL PLAYING IN BUILDING
- NO BALL PLAYING ON PATIO
- TABLES AND GARBAGE CANS CANNOT BE UP AGAINST AND WALLS

NO INSIDE FURNITURE TO BE MOVED OUTSIDE

TAPE IS ONLY ALLOWED ON GLASS SURFACE

A separate clean up charge of \$100.00 per area, will be assessed for any feces or urine on any surface in the building.

Violation of the above guidelines will result in the loss of security deposit.

Said agreement shall not bar the Village of Justice from seeking remuneration for damages through any other venue.

By signing below I acknowledge that I have had sufficient time to read the entire agreement, and understand its content. I execute it freely and agree to be bound by all guidelines listed.

Signature of Responsible Person: _____ Date: _____

Waiver and Hold Harmless Agreement

Lipinski Community Center
A property of: The Village of Justice
7256 Skyline Drive
Justice, IL 60458

This waiver and Hold Harmless Agreement is made between the Village of Justice, an Illinois Municipal Corporation (The Village) and “the Renter”. The Village and the Renter acknowledge the following: decorating, set-up and party management is to be performed by the Renter at the Lipinski Community Center (the center).

Renter acknowledges that the Village has allowed the use of the Center to perform the above cited work. The Renter, on behalf of themselves and their respective agents, assignees, heirs, executors, administrators, beneficiaries, trustees and legal representatives completely waives, releases and forever discharges the Village and its respective employees, trustees, successors, agents and representatives from any and all claims, actions, causes of action, complaints, charges, grievance demands, allegations, promises and obligations for damages, losses expenses, fees, wages, bonuses, commissions, attorneys’ fees or costs, debts and any and all other demands which may be made against the Village. The Renter further covenants and agrees to protect and save and keep the Village forever harmless and indemnified against and from all costs, expenses, loss or damage arising out of or from any accident or other occurrence on or about the premises, causing injury to any person or property whomsoever or whatsoever which may now or hereafter incurred against the Village by reason of suit or claim, whether occasioned by the neglect of the Renter or those hired or under the Renter, which is a result of the use of the center and shall hold the Village harmless from any negligence. (passive or active) These damages include actual or punitive damages that have occurred or alleged to have occurred in whole or in part in connection with the Renter’s use of the center.

Date of work performed: _____

Date of party: _____

Dated this _____ day of _____ in the Year _____

Center Agent: _____ Renter (Printed) _____

Renter (Signature) _____