

RENTAL AGREEMENT
LIPINSKI COMMUNITY CENTER
 7256 Skyline Drive—Justice, IL 60458



Name: _____ Phone: _____ Cell: _____

Address: _____ City, State, Zip: _____

Date of Event: _____ Type of Event: _____

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

Lipinski Center (“Center”) rental is a 5 hour minimum, which includes set up and clean up time. Events may start at 9:00am and must be completed by 11:00pm. If the Center is not vacated at the designated rental end, a fine of \$70 for residents and \$90 for non-residents is imposed. 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 if liquor will be consumed on the premises. Each additional hour of Center rental or liquor use will be charged at a separate rate of \$70 per hour for residents and \$90 per hour for non-residents. The Justice Police Department will be notified of your event and an officer may periodically stop in as time permits, and will be present at the close of the party. **Renter Obligations:** Only one person is allowed to sign this agreement. The responsible person renting the Center must be at least 25 years of age and must be present at the start and finish of the rental. 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	Rental Fee (Minimum)	Security Deposit*	Liquor Fee (Minimum)	Liquor Security Deposit*	Each Additional Hour Center and Liquor (Charged Separately)	Bounce House Inspection (Per Unit)
Justice Resident**	\$350.	\$250.	\$100.	\$200.	\$70.	\$40. Minimum Charge
Non-Resident	\$450.	\$350.	\$100.	\$200.	\$90.	\$40. Minimum Charge

*Security Deposit will be returned within 10 to 14 days by check.

**Renter must prove residency status with a photo ID (driver’s license or state ID)

Cancellation Policy:

Written Notice of cancellation received 30 days prior to the event, full refund of the Center rental fee.

Written Notice of cancellation received 15 to 29 days prior to the event, 50% of the Center rental fee will be refunded.

Written Notice of cancellation 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.

Only the original signer of the agreement **may** cancel the party or make changes to the agreement with **2 week notice**.

General Guidelines:

PARKING must be in the designated spaces provided. The apron in front of the doors is a **NO PARKING** zone, vehicles parked there will be ticketed. **POLICE and FIRE Departments must have access at all times.**

PARTY cannot continue outside of building once rental time is over.

ENTIRE premises, including restrooms, patio, and field must be in clean condition.

WINDOW TREATMENTS such as curtains, paper, etc. may not be used at any time, all windows must be clear.

KITCHEN appliances are available for use and must be cleaned after use. A minimum cleaning fee of \$50 per item will be charged and deducted from the security deposit(s).

If liquor is found in the Building and **NOT** part of the rental agreement the Center security deposit will be forfeited.

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 tape or sticky tack is allowed on the walls or windows. **NO** tables are to be placed against the walls.

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. **NO** ball playing in the building or on the patio.

NO inside furniture is allowed outside. **NO** outside furniture is allowed inside.

Rental includes use of the field however a "dry" field cannot be guaranteed.

NO smoking inside the building. Smoking is allowed on the patio in accordance with local law.

NO Glitter. NO Confetti. NO Balloons. There will be an additional charge for clean up if on premises.

USE of the fireplace is **not allowed**.

Bounce house information and insurance must be provided at time of rental. **NO** Bounce Houses are allowed inside the Center. 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.

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

If an interpreter is needed, it is the responsibility of the Renter to provide an interpreter at least 16 years of age at the time of the application for rental and on the day of the rental.

Signature of Responsible Party _____

Date _____

Interpreter Name (printed) _____

Date _____

Interpreter signature _____

BUILDING CHECK-IN SIGNATURE _____

Date _____

FOR OFFICE USE ONLY:

Liquor Served: Yes _____; No _____. Approved: _____

Round Tables: _____ Long Tables: _____

Special Requests: _____

Rental Amount: \$ _____ Security Deposit: \$ _____ Total: \$ _____

Received by: _____ Date: _____

See page 4 for Building check out list.

EXHIBIT "A"
LIPINSKI COMMUNITY CENTER
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.

BUILDING CLEANING CHECK OUT LIST:

BUILDING MUST BE VACATED AT THE DESIGNATED END TIME OF THE RENTAL.

ANY AREAS LISTED BELOW NOT CLEANED, WILL RESULT IN A \$50.00 PER HOUR CLEAN UP FEE TO RENTER.

A SEPARATE CLEAN UP CHARGE OF \$100.00 (PER SURFACE) WILL BE ASSESSED FOR ANY FECES OR URINE ON ANY SURFACES IN THE BUILDING.

ALL WALLS MUST BE FREE OF DIRT – FOOD- FROSTING-FOOT AND HAND PRINTS, ETC.

Main room	Floor is broom swept/Spills mopped up	YES	NO
Tables/Chairs	No debris on tables or chairs	YES	NO
Main room and Kitchen garbage cans	Empty into dumpster outside back of building	YES	NO
	All garbage must be in dumpster with lids closed	YES	NO
Kitchen counter tops	Wiped clean	YES	NO
Coffee pot	Rinsed out	YES	NO
Microwave	Wiped clean inside and out	YES	NO
Stove and Oven	Wiped clean inside and out	YES	NO
Refrigerator/Freezer	Empty/wiped clean	YES	NO
Tape or sticky tack on surfaces	Not allowed	YES	NO
Men's washroom- floors & stalls	All debris picked up	YES	NO
Men's washroom – sinks	Empty of any debris	YES	NO
Men's washroom garbage can	Empty	YES	NO
Women's washroom - floor & stalls	All debris picked up	YES	NO
Women's washroom – sinks	Empty of any debris	YES	NO
Women's washroom garbage can	Empty	YES	NO
Patio	Cleaned up	YES	NO
Coat room	Cleaned up	YES	NO
Grounds around building	Clean of all debris from rental	YES	NO
Glitter, Confetti, Balloons	Not Allowed	YES	NO

Said agreement shall not bar the Village of Justice from seeking remuneration for any and all 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 the entire agreement.

Signature of Responsible Person: _____

Date: _____

Verification by Village Employee: _____

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 Rental:_____

Dated this _____ day of _____ in the Year _____

Renter (Printed)_____ Renter (Signature)_____

Center Agent:_____