

VILLAGE OF CHAPIN, ILLINOIS
FACILITY USE AGREEMENT

The person signing this Facility Use Agreement (hereinafter "Agreement") and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this Agreement. All Renters are required to read and sign this Agreement as part of the rental. Please read carefully, complete, initial at the bottom of each page, and sign.

1. FACILITY INFORMATION

Facility: American Legion building owned by the Village of Chapin, Illinois.

Address: 534 Superior Street, Chapin, Illinois

2. RENTER INFORMATION

Name of Primary Contact Person: _____

Tel.: Home _____; Cell _____; Work _____

Organization _____

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of event _____

Date of event _____ Estimated attendance _____

Time event begins (incl. set up) _____ Time event ends (incl. clean up) _____

The building must be vacated and secured by 1:00 a.m., unless special permission has been requested and received ahead of time.

Will alcohol be served? Yes No Will alcohol be sold? Yes No

If you answer "yes" to either question, additional licenses and/or fees may be required.

4. CONDITIONS OF USE

A. RESERVATIONS

1. The Facility is not considered rented until (1) Renter delivers to the Village of Chapin this Agreement, rental fee, certificate of insurance, written
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evidence of permits and licenses, and any other items deemed necessary by the Village of Chapin; and (2) the Village of Chapin, in its sole discretion, approves such rental in writing.

2. A person who is at least eighteen (18) years of age must sign this Agreement. If alcohol will be sold or present, a person who is at least twenty-one (21) years of age must sign this Agreement.
3. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
4. Renter shall be responsible for picking up the keys to the Facility, if any, from the Village of Chapin prior to the event. Renter shall return keys immediately following the event to either Village Personnel or deposit them in the drop box at Village Hall.

B. FEES

1. The Village of Chapin may require a rental fee and/or a deposit from Renter.
2. Renter is responsible for any lost keys, and any costs that the Village might incur to replace keys or re-key the Facility.
3. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be liable for any and all janitorial and/or repair costs incurred by the Village of Chapin as a result.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the Village of Chapin, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property.
 2. If Renter is selling alcohol, it shall procure and maintain Dram shop liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries or death to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's sale of alcohol, in an amount that is at least equal to the maximum liability amounts set out in 235 ILCS 5/6-21(a) as amended from time to time.
 3. Renter shall immediately report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected
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with Renter's use or occupancy of the Facility and adjoining property to the Village President or his/her designee.

4. Renter waives any right of recovery against the Village of Chapin, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the Village of Chapin, its officers, employees, or agents seek recovery against Renter.

D. SECURITY

Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Village of Chapin is not responsible for providing this supervision. However, the Village of Chapin may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP / DECORATIONS

1. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. Renter may only use painter's tape to adhere items to surfaces.
2. Renter shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take Village of Chapin property outside of the Facility for any reason without the prior written approval of the Village of President or his/her designee.
2. The Village shall not be liable for damage to any equipment or personal property of Renter or of Renter's guests.

G. MISCELLANEOUS

1. Renter shall comply with all ordinances and rules of the Village of Chapin and with all federal and state laws and regulations related to the use of the Facility. Renter shall comply with the declarations of the Governor and the rules and guidance that may be issued by a state agency such as the Illinois Department of Public Health in the event of a public health emergency. Renter acknowledges and agrees it may be prohibited from
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using the Facility, and its event cancelled, due to a public health emergency and in conformance with applicable orders of the Governor and/or rules and guidance issued by a state agency such as the Illinois Department of Public Health. Renter acknowledges and agrees that in the event its use of the Facility is cancelled due to a public health emergency, the Village shall not be financially responsible for any damages incurred by the Renter due to the cancellation and Renter shall indemnify and hold harmless the Village for any claims for damages or injuries arising from the cancellation.

2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility, with the current maximum occupancy being 180 individuals. Renter shall comply with the declarations of the Governor and the rules and guidance that may be issued by a state agency such as the Illinois Department of Public Health in the event of a public health emergency that relate to the maximum number of persons that may safely gather, social distancing, and the use of personal protective equipment (e.g. face masks).
3. Smoking is not permitted at the Facility.
4. No animals are permitted at the Facility, except for service animals.
5. If Renter violates any part of this agreement or reports false information to the Village of Chapin, the Village may refuse Renter further use of the Facility and Renter shall forfeit all or a portion of the rental fee and/or the deposit.
6. The Village of Chapin may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
7. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT – READ
BEFORE SIGNING

I am an authorized agent of the organization or party submitting this Agreement. The information provided in this Agreement is true and correct. I have read and understand this Agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Tele: Home _____; Cell _____ Work _____

Village of Chapin USE ONLY

Rental fee _____ Deposit _____ Total paid _____

Approved _____

Disapproved _____

Date _____

By _____

Deposit returned _____



Form Revised: February, 2021