

Frankfort Township Event Centre Rental Agreement

Event Centre: BY APPOINTMENT ONLY

20701 Landings Pointe Frankfort, IL 60423

Main Office: No Appointment Needed

Monday – Friday: 8am-4pm 11000 W. Lincoln Highway Frankfort, IL 60423 (815) 469-4907

Visit www.frankforttownship.com for more information!

| Applicant Name: | Phone: | |
|--|----------------|---------------------------------|
| Address (street, city, state, zip code): | | |
| | | |
| Email Address: | | |
| Event Date: | Type of Event: | |
| Event Start Time: Event End Time: | No. of Guests: | Option: Main Floor-Entire Venue |
| D 4 | LII CD 4 L | |

Dates and Hours of Rental

Friday / Saturday / Sunday: 9:00 am-11:00 pm Monday-Thursday rentals are NOT available.

6-hour time slot includes set up, event, and clean up.

Extra time is available solely to set up, for an additional fee of \$200.00 per hour added. Maximum of three (3) additional hours may be added to designated time slot.

| RENTAL FEE OPTIONS | | | | |
|--|------------|--|--|--|
| Main Floor and Balcony | | Tables & Chairs Occupancy: 138 | | |
| Frankfort Township Resident Event Rate | \$800.00 | 6 Hours | | |
| Non-Resident Event Rate | \$1000.00 | 6 Hours | | |
| Entire Building and Outdoor Venue | | or Tables & Chairs Occupancy: 188 oor Table & Chairs Occupancy: 200 | | |
| Frankfort Township Resident Event Rate | \$1,500.00 | 6 Hours | | |
| Non-Resident Event Rate | \$1,700.00 | 6 Hours | | |

Security deposit, valid form of identification, and a completed application are required for reservation of event date.

All rental payments must be made a minimum of 30 days before the event date.

| | TO BE COMPLET | TED BY FRANKI | ORT TOWNSHIP STAFF | |
|------------------------------------|---------------|---------------|------------------------|--|
| Deposit Amount Due: \$500.00 | | | | |
| Cleaning Fee Amount Due: \$100.00 | | | | |
| Rental Fee Amount Due: | | | | |
| Optional Extra Hour Setup Fee Due: | | | | |
| Total Amount Due: | | | | |
| | | | Payments Paid in Full: | |
| Deposit Received: \$500.00 | Date: | | Check Card Cash | |
| Cleaning Received: \$100.00 | Date: | | Check Card Cash | |
| Balance Received: | Date: | | Check Card Cash | |
| Balance Received: | Date: | | Check Card Cash | |
| Balance Received: | Date: | | Check Card Cash | |
| | | | | |
| | | | | |

1. **DEFINITIONS:**

As used throughout this Usage/Rental Agreement ("Rental Agreement"), the following terms shall have the following meaning:

- a. "Event" shall mean the purpose/occasion for which the Rental Agreement is made.
- b. "Facility" shall mean the Facility at which the Event will be conducted which is identified above (provided further that for purposes of paragraphs 3, 6, and 7 of this Rental Agreement, "Facility" shall include parking and communal areas within Frankfort Township's property at which the Facility is located).
- c. "User/Renter" shall mean any organization or group occupying the Facility and shall include the person signing this Rental Agreement on behalf of such User/Renter ("Renter").
- d. "Township" shall mean Frankfort Township.

2. RENTAL AGREEMENT:

The Township agrees to rent the Facility to the User/Renter in accordance with the terms and conditions set forth in this Rental Agreement. The Facility shall be used solely for the Event as previously described and only on the Event Date specified above. This Agreement shall not be considered valid or binding unless the Township has received all of the following: a completed rental application, the required security deposit, and a valid form of identification from the User/Renter.

3. SECURITY DEPOSIT:

A refundable security deposit ("Deposit") of \$500.00 is required for use of the Facility. The Deposit is to be paid in full at the time the reservation is made. Reservation for event is not confirmed until the Township has received the full deposit. Please note that the full \$500.00 deposit will be deposited by Frankfort Township at the time of reservation, Frankfort Township does not hold deposits of any kind. All rental payments must be paid to the Township a minimum of (30) days before the Event date. Scheduling will be on a first-come, first-serve basis. The Deposit will be refunded in check form within (30) business days following the expiration of the Event Date, provided the User/Renter is not in default under the terms of this Rental Agreement. If the Facility, including but not limited to the communal areas and parking facilities, needs repair or cleaning because of User/Renter's use of the Facility, the Deposit may be used by the Township to perform such repairs or cleaning. If the costs of said repairs or cleaning exceed the amount of the Deposit,

User/Renter shall be responsible for the actual cost to perform such repairs and cleaning and shall pay Township said amount within thirty (30) days following the date on which User/Renter receives the invoice for such costs. If User/Renter fails to timely pay said invoice, User/Renter shall also be responsible for all reasonable attorney fees and court costs incurred by the Township to enforce the provisions of this paragraph.

If the Event exceeds the time paid for previously stated on page 1 of this application, then the Renter will be charged additional hours deducted from the security deposit.

4. CANCELLATION:

In the Event the Facility is required for any Township activity, program, and/or service or is needed by the Township or another unit of government for emergency services or due to inclement weather which poses or may pose a safety threat, the Township may cancel this Rental Agreement and the User/Renter's use of the Facility, in which case the sole and exclusive remedy to User/Renter and its officers, officials, members, employees, agents, guests, invitees and customers shall be a refund of the Deposit and any other amounts paid to Township hereunder.

In the event the User/Renter provides notice of cancellation at least thirty (30) days prior to the scheduled Event Date, a non-refundable cancellation fee of fifty dollars (\$50.00) will apply. All other amounts paid to Frankfort Township under this Agreement will be refunded back in check form.

In the event the User/Renter cancels the reservation less than thirty (30) days prior to the scheduled Event Date, all amounts paid shall be forfeited and retained by Frankfort Township.

5. MAXIMUM SEATING CAPACITY

The number of persons permitted within the Facility shall not exceed the maximum occupancy limits established by the Frankfort Fire Protection District or as otherwise determined by the Township Board. The maximum seated table capacity on the Main Floor and Balcony is one hundred thirty-eight (138) persons, and the maximum seated table occupancy for the Entire Building is one hundred eighty-eight (188) persons.

The Township reserves the right to immediately terminate any Event that exceeds these occupancy limits or otherwise violates this provision. Additionally, the Township retains the authority to restrict occupancy levels and regulate activities on any outdoor patio or deck areas of the Facility

6. AGE REQUIREMENT:

The User/Renter must be twenty-one (21) years of age to rent the facility, who must always be present during the Event and who shall be responsible for the organization's activities. Minor children shall be permitted to attend an Event provided minor children must be fully supervised by an adult person. No minor shall be left unattended by an adult at any time while using the Facility.

7. **CONDUCT:**

At all times, each person at the Facility shall conduct themselves in an orderly manner, under all applicable laws, local ordinances, and regulations, and following the rules outlined in this Rental Agreement or otherwise posted in the Facility by the Township. Running, horseplay, or shouting in the Facility is prohibited. Should the police need to be contacted as a result of the conduct of any organizer, guest, invitee, or any other person attending the Event, Township may terminate the Event immediately and, in such Event, the User/Renter shall have no right to a return of the Deposit, or any other amounts paid to Township. The Township reserves the right to reject any person or persons from the Facility in the Event such person fails to conduct themselves in an orderly manner, under all applicable laws, local ordinances, and regulations, or following one or more of the Rules herein

and further shall be cause for the Township or responding Law Enforcement Authority, or its designee, to cancel the function and to dismiss the attendees or an attendee in violation of the terms of this Agreement or the rules adopted by the Township. The Township may deny future rights to use the Facility to any attendee and/or Licensee involved in the prohibited conduct, after providing an opportunity for such person(s) to appear before the Township to be heard.

The Township shall have the right to always require and assign security during the Event in such numbers as the Township determines to be appropriate based upon the size and nature of the Event. The cost of such security shall be paid by the User/Renter in advance of the Event.

8. PROHIBITED CONDUCT:

- a. No hazardous materials shall be allowed in the Facility.
- b. Smoking is permitted in the designated areas ONLY, fifteen (15) feet away from the building: The south side of the parking lot and the south end of the downstairs, outside patio. THERE IS NO SMOKING ALLOWED INDOORS OR ON THE BALCONY.
- c. No admission charges shall be charged by the User/Renter in connection with the Event.
- d. No animals or pets shall be permitted in the Facility (excluding service dogs).
- e. No solicitations shall take place at the Event without the prior approval of the Township.
- f. No person shall throw rice, confetti, water beads, silly sting, or other objects or substances, including bubbles, or water balloons, in or around the Facility. **Fog machines are prohibited indoors.**
- g. Inflatables and/or bounce houses are prohibited to be set-up and/or plugged-in indoors.
- h. No votive lights, candles, or open flames shall be allowed in the Facility.
- i. User/Renter and attendees may not use other rooms in the Facility or other areas on the Township's property without prior written permission or reservation from the Township.
- j. User/Renter shall not adjust meters or thermostats. User/Renter must ask the attendant or staff member on duty any questions regarding problems concerning heat, light, sound, T.V's, etc.
- k. Music entertainment is permitted indoors and outside; however, all music must be turned off no later than an hour before the end of the rental.
- 1. No vehicles may permanently be parked in NO PARKING zones at the Facility. Temporary loading and unloading are permitted, but vehicles then must be relocated to a designated parking spot. Vehicles left in NO PARKING zones will be ticketed and towed.
- m. To prevent damage or staining, coolers are NOT allowed on carpeted areas within the Facility.

9. **DECORATING AND SET-UP:**

Decorations shall be free-standing. **No taping, nailing, stapling, or tacking of décor to walls, ceilings, or fixtures, <u>NO EXCEPTIONS</u>. If décor is taped to windows, windows must be free of all tape marks and cleaned by User/Renter at the end of the Event. All decorations shall be removed by the User/Renter after the Event.**

Any items selected for outdoor use, patio, and balcony, will be placed by those exits. The renter is responsible for the placement and return of tables and chairs inside the building.

See page 8 for Table and Chair Supplies.

10. TECHNOLOGY:

If your Event is going to use the TVs provided:

- 2 TVs located in room A
- 1 TV located in room B

• *NOTE*: There are NO TVs located in lower-level rooms

Renter must supply a <u>Laptop</u>, <u>Phone</u>, <u>iPad</u>, <u>or other electronic with power cords needed</u> (Devices MUST be approved by the Township or have a HDMI port/ USB-C port). **HDMI cords and other T.V. cords are provided by the Township and may NOT be removed from TVs for any reason**. Any use of TVs must be handled by the attendant present. Any other electronic devices needed for the Event will be provided by Renter.

11. CATERING AND OUTDOOR COOKING:

The Township shall approve all caterers to ensure that the caterers are familiar with the policies and procedures of the Township concerning the use of the Facility. The User/Renter and the Caterer shall be responsible for cleaning all areas used for food preparation, food service, and food service cleanup.

Grilling, frying, broiling, roasting, or any other method of cooking food indoors is strictly prohibited. Outdoor cooking and grilling shall be prohibited unless performed by a commercial caterer approved by the Township. The location of all outdoor cooking and grilling areas shall be designated and approved by the Township. Coals must be disposed of in a manner approved by the Township.

12. ALCOHOL:

Will Liquor be served at your Event? Yes No

The Township has the right to deny the service or use of alcohol at any Event based upon the nature of the Event. The sale of alcohol (including but not limited to alcoholic beverages) at the Facility is prohibited. If the Renter has indicated according to this Agreement that alcohol will not be served during the rental use of the Facility, no alcohol shall be present at any time during the function. If people attending the function bring their own alcohol, the User/Renter shall be responsible for advising those individuals to immediately leave the Facility. If the User/Renter has indicated above that alcohol will be served during the Event, the Renter represents and warrants, that he/she has obtained the host liability insurance coverage as required by this Agreement. User/Renter shall be responsible for monitoring the alcohol use of those people attending the function and will act responsibly in monitoring that use. No one attending any function shall be allowed to leave the Facility with any container of alcohol, open or closed, of any kind (other than the individual(s) responsible for bringing and removing the alcohol to the function).

If alcohol will be served at the Event, the alcohol must be provided free of charge. Evidence of Host Liquor Liability Insurance coverage or Special Event Liability Insurance in the form of a certificate of insurance, along with a copy of such policy of insurance, must be provided naming Frankfort Township as an additional insured with policy limits of not less than \$1,000,000 per single occurrence. Insurance must be in the name of the User/Renter or the Renter renting the Facility. In addition, if a commercial caterer is serving alcohol at the Event, the caterer shall be required to provide dram shop insurance to the maximum coverage limit allowed by law and Frankfort Township shall be provided a certificate of insurance, along with a copy of such policy of insurance, naming Frankfort Township as an additional insured.

Liquor Insurance is required 30 days before the Event. Special Event Liability insurance may be acquired by visiting the Frankfort Township website. Please contact the Township office for information regarding this.

If the Event did not acquire a Liquor Liability Insurance coverage before the Event and there is alcohol present on the property the day of the Event, the Event will be shut down immediately and no refunds will be granted of the rental fee or deposit fee.

13. **CLEAN-UP**:

User/Renter shall immediately after the Event clean the Facility so that it is returned to the original condition it was in before the Event, including but not limited to:

- a. Remove all decorations and personal items.
- b. Clean up any major spills on the floor.
- c. All trash must be bagged and taken to the dumpster outside.
- d. All trash cans must be returned into the kitchen.
- d. All tables and chairs from outside must be brought back inside the building.

Clean-up must begin no later than one hour before the end of the timeslot.

User/Renter shall be responsible for any additional charges for cleaning other than routine cleaning.

14. LEFT BEHIND ITEMS:

Township will not be responsible for any personal items left at the Facility after the Event. Any items that remain unclaimed for 48 hours after the conclusion of the Event will be disposed of and the Township will have no liability, therefore.

15. INDEMNIFICATION:

Renter/User shall indemnify, defend, and hold Township, its elected officials, officers, employees, volunteers, and agents, harmless of and from any cost, claims, demands, liability, suits, damages or judgments (including but not limited to reasonable attorney's fees and costs) which arise out of or are related to User/Renter's use of the Facility or any activity of User/Renter (including, but not limited to any invitees, guests, or other attending the Event) at, during or in connection with the use of the Facility or User/Renter's or Renter's breach of the obligations of this Rental Agreement.

Renter shall be fully responsible for any death, personal injury, or property loss or damage occurring during or resulting from Renter's use of the Facility. The Renter agrees to fully indemnify and hold harmless the Township, its elected officials, officers, employees, volunteers, and agents from any claim, demand, cause of action, or suite (including attorney's fees and all costs of investigation and defense) in any way resulting from or occurring during User/Renter's use of the Facility, including all adjacent parking or other Township property. Every User/Renter using the Facilities for a commercial purpose (excluding Renter's personal use for an occasion such as a wedding reception, family reunion, etc.) shall obtain, effective from the effective date of this Rental Agreement, and shall keep the insurance required under the terms of this Agreement in force and effect during the term of this Rental Agreement.

16. MISCELLANEOUS:

This Rental Agreement is not assignable by the User/Renter and any such assignment is void.

17. **REQUIREMENT:**

User/Renter must furnish the following to Township with all the following before use or occupancy of the Facility:

- a. Table and chair layout form must be completed and approved by the Township at least one week in advance of reservation date.
- b. Security Deposit
- c. Approved User Agreement
- d. A valid form of identification.
- e. Evidence of insurance meeting the minimum types and amounts of coverage outlined in this Rental Agreement unless waived in writing by Township.

| If the deposit is being refunded to a different r | name and address from page 1: (Please print neatly) |
|---|---|
| Name: | |
| Address (street, city, state, zip code): | |
| | |
| in the second control of the second control | by the provisions of this Rental Agreement and the rules set forth the Frankfort Township. |
| Applicant Signature | Approval |
| Date | Date |

Please return completed applications to:

Frankfort Township 11000 W. Lincoln Hwy. Frankfort, IL 60423 Phone: (815) 469-4907

TABLES AND CHAIRS COUNT FOR YOUR EVENT

REQUIRED A MINIMUM OF A WEEK BEFORE EVENT DATE

Please estimate the number of tables and chairs for your Event and list the number of chairs at each table, including how many and what size tables are in each room.

Please note the tables and chairs that are required will be placed accordingly, small rearrangements to tables and chairs may be required by the Renter. Any items selected for outdoor use, patio, and balcony, will be placed by those exits. The renter is responsible for the placement and return of tables and chairs.

- 22 PUB TABLES (25")
- 20 = 6' ROUND TABLES (72") 10 or 8 chairs
- 10 = 5' ROUND TABLES (60") 8 or 6 chairs
- 10 = 4' ROUND TABLES (48") 6 or 4 chairs
- 8 = 8' LONG TABLES (96")

UPPER LEVEL

| Room A (with kitchen attached – occupancy 82) |
|--|
| Room B (entry room – occupancy 56) |
| Balcony (only pub tables are allowed on balcony) |
| Hallway |
| LOWER LEVEL |
| Room C (occupancy 50) |
| Hallway |
| Concrete patio (tables and chairs must stay on concrete) |