



Village of Spring Grove Rental Agreement for Hatchery Park

Name of Applicant _____

Contact Person _____ Phone # _____

Address _____

Email _____

Rental Date _____ Hours Requested _____ Number of Attendees Expected _____

Type of Function _____

Permit Holder Category and Fees*

Rental of Pavilion – Spring Grove Resident/Business/Organization (max 75 people) \$180

Rental of Pavilion – Non-Spring Grove Resident/Business/Organization (max 75 people) \$500

Special Event or Activity – Spring Grove Resident/Business/Organization** \$360

Special Event or Activity – Non-Spring Grove Resident/Business/Organization** \$720

**Proof of residency is based on the address of the resident, business or organization.*

***Requests for Special Events or Activities require the permission and approval of the Village Board.*

Maintenance Deposit. A \$150 maintenance deposit is required to cover any damages, loss of equipment or improper cleanup. The deposit shall be paid by credit card and authorizes the Village to charge the card for all costs which exceed the posted security deposit. **If the park or pavilion is left in an unsatisfactory condition, a charge of \$50.00 per hour per maintenance personnel for the time it takes to restore the park to its original condition will be deducted from the maintenance deposit and the remaining balance, if any, will be returned to the permit holder. Renter may be responsible for additional costs not covered by the maintenance deposit. If any staples, nails, etc. are found to be used in the pavilion, visitor center, or on the piers, the full deposit will be held.** Any group leaving the park in an unsatisfactory condition will be unable to rent the park in the future. Any damage to the park pavilion, visitor center, piers or grounds is the sole responsibility of the Applicant to the extent caused by the acts or omissions of the Applicant or their attendees.

Sanitary and Garbage Facilities. The Applicant is required to provide portable toilet(s), the number of units dependent on the size of the group. For 0 - 30 attendees – 1 unit; 30 – 60 attendees – 2 units; 60 – 100 attendees – 3 units; 100 - 200 attendees – 4 units. In addition, the applicant is responsible for securing, at their cost, additional garbage units as required by the nature of the function. The village cannot guarantee the state of the receptacle on site. All garbage must be disposed of in designated receptacles.

Visitor's Center. The Visitor's Center can be open during your event for a fee of \$50, but a village employee must be present to supervise the Center. In addition to the \$50 rental fee, the below rates will apply.

Hours requested: _____

During Regular Work Hours \$50/hr.

Weekend or Evening Hours \$73/hr.

Facility and Park Use Rules

- **Rental Policy:** Village residents will have first choice to make pavilion reservations from January 1st – February 15th. Beginning February 16th, reservations will be open to the general public and for any special events or activities.
- **Rental Fees:** Fees are payable in full upon written completion of application; *verbal reservations will not be taken and no reservation is final until the rental fee is paid and forms are completed.*
- **Park Hours.** Park Hours are 7:00 a.m. to dusk.
- **Decorations:** All decorations, tape, or other material must be removed. Staples or nails are NOT allowed under any circumstances. Please initial here: _____.
- **Tents/canopies over 10' x 10'.** If setting up tents or canopies over 10'x10' there is an \$80 Utility Locate Fee.

- **Alcoholic Beverages.** Beer and wine are the only alcohol beverages allowed on the park premises. No hard liquor of any kind will be allowed. No underage or intoxicated person will be allowed to consume beer or wine brought into the park. A liquor license will be required of anyone selling liquor on the premises.
- **Pets.** All pets must be leashed and restrained by the owner. Pet owners are responsible for picking up and disposing of their pet's feces into designated trash receptacles.
- **Parking Fee.** The parking fee for non-residents attending the event is waived. Parking passes can be picked up at the Municipal Centre the week before the event. Applicant is responsible for the supervision of parking.
- **Unauthorized vehicles.** Unauthorized vehicles are not permitted on the grass or paths, except for motorized wheelchair and/or similar devices for people with a disability.
- **Open Fires.** Open fires are prohibited.
- **Supervision.** The Applicant is responsible for the supervision and control of participants and spectators. Children 12 years of age and younger must be supervised by an adult at all times.
- **Attendance of over 100.** An applicant holding an event with more than 100 people in attendance may be required to hire a Spring Grove Police Officer at a charge of \$75.00 per hour for each officer to monitor the event at the discretion of the Chief of Police. The number of police required will be dependent upon the number of people in attendance and that decision will be made solely by the Police Chief. The arrangements will be discussed at the time of application and payment for the required police services will be made per his direction.
- **Refunds.** After a permit is issued, a refund is available for up to 30 days prior to the reserved date. No refund will be given if function is canceled within 30 days of the reserved date.

Indemnification and Insurance Requirements

- The Applicant waives and releases all claims for injuries that any member, user, invitee, employees, agent, customer or participants in its program may have or which arise out of its program at the Village facility. The Applicant also indemnifies and holds the Village harmless as provided herein.
- The Applicant agrees to waive and relinquish all claims it may have as a result of using the Village's facilities against the Village and its officers, servants, Village Board, individual appointed or elected officials, and employees ("Covered Entities").
- The Applicant does hereby fully release and discharge the Village and its Covered Entities from any and all claims from injuries, including death, damage, or loss which may occur to any Participant on account of its use of the Village's facility and agrees not to sue the Village or any of the Covered Entities. It further agrees to indemnify and hold harmless and defend the Village and its Covered Entities from any and all claims resulting from injuries, including death, damages, and losses sustained by the Village or the Covered Entities arising out of, in connection with, or in any way associated with its use of the facility or the use of the facility by any Participant. The Applicant hereby assumes all responsibility for any bodily injury, death or property damage brought about as a result of its use of the facility or the use of the facility by any Participant.
- All Business-related, Organization-related or Fundraising events must provide a certificate of insurance indicating comprehensive general liability coverage of not less than \$1,000,000 and naming the Village of Spring Grove as an additional insured. The certificate must be delivered to the village prior to issuance of any permit under this Policy. Any notice of cancellation or termination shall be provided to the Village in writing at least sixty (60) days in advance.

Signature of Applicant

Date

The Village of Spring Grove has the absolute right and discretion to cancel this agreement and any permission granted to the Applicant to use the park facilities in the event the Applicant fails to fully satisfy the fee and insurance requirements set forth in this agreement.

-----**For Office Use Only**-----

Date Received & Fees Paid _____ Check # _____ Cert. of Insurance Received (if required)

Rental Fee \$ _____ Maintenance Deposit \$150 Utility Locate Fee \$80 (if applicable) Other _____

Credit Card Information Must on File for costs that exceed Maintenance Deposit (fill out credit card slip and attach)

Attendance over 100 - Off-Duty Police Officer(s) required? Yes No _____

Police Official Signature

Special Event or Activity - Date of Village Board Approval _____ (Attach a copy of the minutes.)