

Berkeley Park District

Application & Permit

FOR USE OF BUILDING OR PARK GROUND

1. Name of Building or Park wishing to use _____

2. Date or Dates desired _____

3. Hours desired _____

4. Number of people expected to attend (Maximum 50) _____

5. Nature of Activity _____

6. Name & Address of person making application _____

Ph. _____

It is understood by the undersigned that any organized group or out of district applicant will have to have general liability insurance in the amount of \$1,000,000 to cover themselves and also name the Berkeley Park District as additionally or co-insured.

The undersigned applicant agrees to conduct the above described event in strict compliance with the ordinances, rules, and regulations of the Berkeley Park District and the Village of Berkeley.

The Facility Use Regulations accompany this application and are incorporated into and made a part of any permit granted hereunder.

Signature of Applicant _____

Date / Director Signature _____

Waiver release of all claims and hold harmless agreement

For the Berkeley Park district

Please read this form carefully and be aware that in applying to rent or use the Berkeley park District facility, you will be waiving and releasing all claims to you, your guests, or participants, arising from the use of these facilities. You also agree to defend the Berkeley Park District against any claims made against it, and pay damages for which it may be responsible, which arise due to your use of the Berkeley Park District facilities. The term “renter/organization” also refers to guests or participants in the use of Berkeley Park District facilities. In applying to rent or use the Berkeley Park District facility, you specifically agree as follows:

As a renter or user of any Berkeley Park District facility, I recognize and acknowledge that there certain risks of physical injury. I agree to assume the full risk of any injuries, including death, damage, or loss which I sustain in any manner, during any and all activities, as a result of using those facilities.

It is understood and agreed to that the Berkeley Park District assumes no obligation or responsibility in connection with the renter / organization’s use of the property / facilities. The renter / organization covenants not to sue the Berkeley Park District, its Board of Commissioners, public officials, employees, volunteers, and agents, in their official or individual capacities for any alleged loss, judgment, injury, or expense which arises as a result of, or incidental to renter / organization’s use of the Berkeley Park District’s property / facilities or their contents which occurs during the period if its use of the same.

It is fully understood and agreed by the parties that the renter / organization guarantees to indemnify and hold harmless the Berkeley Park District, its Board of Commissioners, its public officials, employees, volunteers, and agents, in their official and individual capacities, against any and all loss, judgment, injury or expense, including reasonable attorneys fees and the expense of defending against suits of any manner which might arise as the result of, or incident to, the renter / organization’s use of the Berkeley park District’s property / facilities and that the renter / organization agrees to defend said Park District, its Board members, its public officials, employees, volunteers, and agents against any suit of any type arising out of incidental to such use.

I have read and fully understand this waiver, release, and hold harmless agreement. I further understand that any advisements or warnings of the particular risks of renting or using any Berkeley Park District facility that I subsequently receive will be incorporated by reference into and become a part of this agreement.

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Signature & Date _____

STATEMENT OF POLICY FOR USE OF BERKELEY PARK DISTRICT FACILITIES

The Board will not delegate to any group its duty of administering the parks.

Permission to use the parks will be granted only where the function can be reasonably accommodated by the park system and such use will not unduly interfere with the rights of the general public, and prior use by others of park programs, and will not present a clear and present danger to the public health and safety of the community.

Permission to use the park building by groups for a non-sponsored park function must be upon application and issuance of permit.

Any permit issued may contain conditions that will protect park property and assure orderly and proper use of the parks.

The granting of a permit is not to be construed as an endorsement by the Board of the subject discussed, the opinions expressed, not the organization sponsoring the function.

Any permit may be revoked at any time for misrepresentation in the application, violations, of the terms and conditions of the permit, the ordinances, rules and regulations of the Park District or the laws of the State of Illinois, misuse of Park District property or wherever doing so is in the best interest of the Berkeley Park District.

BERKELEY PARK DISTRICT FACILITY REGULATIONS

Rental of park facilities will be allowed only at times when they do not conflict with existing park programs.

The application form shall be referred to and used as a permit upon the approval of an authorized Park District official. The official permit must be displayed at all times during the activity.

The person whose name appears as the "person in charge" on the permit shall be completely responsible for the behavior of all participants and for their prompt departure at the end of the facility use.

The facility is to be in order and vacated at the specified time noted on the permit. Applicant also agrees to leave the park facilities in a neat and clean condition.

Alcohol is allowed with a permit however - No intoxicating beverages may be offered for sale on the premises.

All occupant capacity warning signs as provided and posted by the Berkeley Fire Department must be adhered to.

All accidents, breakage or loss of, must be reported to the Park District representative on duty.

All park district property and furnishings of the park district shall not be removed from the park or facility.

All personal property of those using the facility must be removed from the facility upon termination of use.

Supplies may not be delivered in advance of the date and time noted on the application unless specific permission has been granted

Automobiles shall be parked in designated areas.

The posting of advertisements of any product or service is NOT permitted.

The Berkeley Park District must be notified of any cancellation at least 24 hours in advance or risk forfeiture of deposit.

If excessive clean up is required to be done by the Park District, the person whose name appears as the “person in charge” shall be held solely responsible and charged for any excessive materials and labor needed to clean up.

Deposit is due with submission of application...Rental fee is due before use of the facility.

Use of the building after your posted termination time shall result in a deposit forfeiture and possible disapproval of future requests.

The use of loudspeakers and public address systems and instruments is prohibited without special permission.

All persons using the park district’s facilities pursuant to this permit shall confine themselves to the area of the facility for which temporary use has been granted to the permit user.

“Person in charge” shall at all times provide sufficient supervision of activities to ensure compliance with the permit. The Park District may require additional supervision, including Police supervision, as it deems appropriate for protection of the facility and other district property.

Any termination of the use of the facility that is not the fault of the applicant, or the individual users under the permit shall entitle the applicant to a reasonable pre rata refund of any fees paid, in the sole discretion of the Park District.

I HAVE READ AND FULLY UNDERSTAND THIS STATEMENT OF POLICY FOR USE OF THE PARK DISTRICT FACILITIES AND AGREE TO ITS TERMS.

Signature & Date _____