

HAWTHORNE HILL NATURE CENTER
28 Brookside Drive
Elgin, Illinois 60123

Facility Use Agreement

This Rental Agreement is hereby made and entered into this ____ day of _____, _____, by and between the City of Elgin, Illinois, a municipal corporation (hereinafter referred to as “City”) and _____ (hereinafter referred to as “Renter”).

In consideration of the mutual promises and covenants contained herein, and of the City permitting Renter to rent space and to engage in activities relating to the rental of that space for a private function at Hawthorne Hill Nature Center and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Renter, by and through the undersigned, does hereby knowingly, freely and voluntarily release, remise, discharge, hold harmless and indemnify City, its officers, agents, representatives, independent contractors and employees from and against any and all causes of action, suits, claims for damages, and any other liability of whatsoever nature arising out of or in connection with the rental of such space by Renter within Hawthorne Hill Nature Center. Renter has been made aware and fully apprised that there may be certain risks associated with the rental of space within Hawthorne Hill Nature Center, and Renter voluntarily assumes such risks.

Renter has fully read, understands and agrees to all the terms and provisions of this agreement. Renter further acknowledges and agrees that hospitalization, health or accident insurance is not being provided by City pursuant to this agreement.

Renter agrees to abide by the following terms and conditions:

1. GENERAL REGULATIONS

- (A) Use of West Exhibit Room is prohibited.
- (B) Smoking is prohibited.
- (C) No beverage containing alcohol is allowed.
- (D) Damage to any City-owned property, buildings or equipment incurred by the Renter will be deducted from the security deposit. A Hawthorne Hill attendant, or other authorized City employee, will be on duty for any building use. Using a checklist, the attendant will inspect the building, with the Renter, at the beginning and conclusion of the function.
- (E) All events must be terminated at the time stated on the agreement or additional charges will be assigned.
- (F) **No open flame** is allowed in any part of the building.
- (G) For decorating purposes, drafting tape must be used instead of scotch-tape. Nothing may be taped on the windows. No nails, spikes, screws, etc. are to be driven into any part of the facility.

(H) The City reserves the right to remove from the building all effects remaining in the building after the scheduled Renter move out time and the right to store those items wherever it sees fit, in the name of the Renter, at the expense of the Renter, for no more than thirty (30) days. The City shall not be liable in any way for removing and storing any such effects.

(I) Deliveries on behalf of the Renter will be accepted at the Renter's risk, and the City in no way assumes any responsibility whatsoever for such deliveries and will require a hold harmless indemnification agreement. Delivery of catering items and/or other items any day other than the day of the event is prohibited.

(J) It is understood and agreed that the use of the building shall be in conformance with all applicable Federal, State and local laws, ordinances and rules.

(K) The Renter may not obstruct any portion of the sidewalks, entries, halls, or vestibules, or any ways of access to public utilities in the building. Renter shall not bring, or permit anyone to bring, into the building anything that will increase the fire hazard or rate of insurance of the building.

(L) Food and beverages must be prepared in the warming kitchen only. Food serving locations, other than kitchen, must be approved in writing by the City prior to occupancy by Renter.

(M) The individual who executes the contract is personally responsible for terms of the contract. Variations from the contract cannot be made without his authority or his agent (designated in writing only). Renter is also responsible for any damage to the building or its content during his occupancy.

(N) No animals shall be allowed in the building without a written request submitted and approved at the time of the agreement.

(O) No furniture may be brought into the building unless submitted and approved at the time of the agreement.

(P) Any false Fire/Police alarms caused by guests or persons associated with the agreement will cause the Renter to be held liable for any charge that may be imposed by the Fire/Police Departments.

(Q) Chapter 12.12 Elgin Municipal Code, regarding Open Air Meetings may be necessary to follow if your event meets this code's qualifications.

(R) Chapter 13.25 Elgin Municipal Code, regarding Special Events in Public Places may be necessary to follow if your event meets this code's qualifications.

(S) **Helium balloons are strictly prohibited inside the Hawthorne Hill Nature Center.**

2. TERMS OF OCCUPANCY

(A) Renter shall use and occupy said premises in a safe and careful manner and shall comply with all municipal, state and federal laws and rules and regulations pertaining to Hawthorne Hill Nature Center and all other rules and regulations prescribed by the Fire and Police Departments and other governmental authorities, as may be in force and effect during the tenancy. Renter shall not do any act or suffer any act to be done during the term of this use agreement which will in any way mar, deface, alter or damage any part of said Hawthorne Hill Nature Center.

(B) In case said premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike or other unforeseen occurrence not within City's control, shall render the fulfillment of this use agreement by Renter impossible, then and thereupon this use agreement shall terminate and the Renter shall pay fees for said premises only up to the time of such termination at the rate herein specified, and Renter hereby waives any claim for damage or compensation should this use agreement be so terminated.

(C) City may terminate this agreement at any time prior to the beginning of the rental period for any or no reason. In the event such termination is not the result of a breach or default on the part of the Renter, any fees paid by Renter shall be refunded. In the event such termination is based on a breach or default on the part of Renter, any amounts paid by renter shall be retained by City.

(D) **Total occupancy shall not exceed 100.**

(E) Renter accepts the building, its furnishing, fixtures, and equipment in as is condition and state of repair and agrees that upon the end of the term of which the building has been used, it will be vacated and surrendered up to the City in the same condition as provided. All repairs, replacements and clean-up required to return the building and its furnishings, fixtures and equipment to its present condition shall be at the expense of the Renter.

(F) All ordinances of the City, the attached Hawthorne Hill Nature Center Agreement and Rental Fee Schedule, Terms of Occupancy and General Regulations, are incorporated herein and made a part by reference. Renter agrees to abide by and follow all rules, regulations and procedures incorporated with this agreement.

(G) The Renter may not sublease the building or any part thereof.

(H) **Building rental refers to Hawthorne Hill Nature Center interior. Exterior grounds and patio may not be rented.** The patio may be used in combination with interior rental; however, use of additional tables and chairs on patio is prohibited.

3. SECURITY DEPOSIT AND PAYMENTS

Renter shall pay a security deposit at the time of application to hold reservation. The deposit schedule is as follows:

Security Deposit: The security deposit is due at the time this agreement is signed. The security deposit should be 50% of the total rental cost not to exceed more that \$500. After the rental date, provided there has been no damage to the facility, the security deposit will be refunded. In the event of a cancellation, the security deposit will not be refunded.

Rental Fee: The rental fee must be paid in full 30 days prior to the event date.

Any charges shall be paid to the City of Elgin in cash, check, money order, or charge (Visa, MasterCard, or Discover).

A \$25 processing fee will be charged for changing reservation date.

No refunds will be processed.

SET-UP

16 8' tables and 55 chairs are included in the rental fee. Set up and take down is done by the rental party.

**HAWTHORNE HILL NATURE CENTER
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Elgin, Illinois**

Facility Use Agreement

This page to be filled out by renter – Please print

Applicant's Name _____

Organization/Company (if applicable) _____

Address _____ **City** _____ **Zip** _____

Home Phone () _____ **Work Phone** () _____

Fax () _____

Email Address _____

Purpose of Rental _____

Please check one of the following:

____ I am personally hosting and responsible for this rental and will be present during the entire rental

____ I am making this reservation for an organization or company function and will be present during the entire rental period. If a company or organization is the renting party, please attach a letter on letterhead signed by authorized official.

Rental Date Requested: _____ **Day of the Week:** _____

Rental Time Requested* _____ **Total Number Attending:** _____

* Rental time must include set-up and take down.

Rental Fees:

	Resident	Nonresident	Not For Profit
2017	\$60 per hour	\$70 per hour	\$55 per hour

Security Deposit and Payments:

Total Rental Time: _____ hours x _____ per hour = _____

Security Deposit _____

Security Deposit is due at the time this agreement is signed and is 50% of the total rental cost of the event, not to exceed \$500. After the rental date, provided there has been no damage to the facility, the security deposit will be refunded.

No refunds will be processed for cancelled reservations.

4. MISCELLANEOUS

(A) This agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the circuit court of Kane County, Illinois.

(B) This agreement shall not be construed so as to create a joint venture, partnership, employment or agency relationship between the parties hereto.

(C) The terms of this agreement shall be severable. In the event that any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

Signature of Renter _____ Date _____.

Signature of Parks & Recreation Director _____ Date _____.

Facilty Use Agreement and monies must be submitted to The Centre, 100 Symphony Way, Elgin, IL 60120. Cash, check (made payable to the City of Elgin), Visa, Mastercard and Discover accepted. If submitting in person, agreements are accepted at the 2nd floor administrative office Monday through Friday, 8:00am-5:00pm.