

Village of Morton Grove American Legion Memorial Civic Center

Rental Policies and Contract Regulations rev. 4/17

It is the responsibility of the applicant to read the following policies **BEFORE** completing the rental contract and **BEFORE** signing this contract. Failure to adhere to such policies may result in the loss of your security deposit and may also jeopardize future rental requests by the applicant. Any questions regarding any of the following policies can be answered by contacting the Village of Morton Grove at 847-663-3071.

- 1. Alcohol Served at Event.** The renter and its guests agree to abide by Village of Morton Grove and State of Illinois liquor laws. The renter and its guests further agree not to serve any alcoholic beverages directly or indirectly to underage persons or adults disqualified from additional consumption. Guests of the Civic Center must keep alcohol within the building or patio and grounds, and cease service at **10:30 p.m. Sunday through Thursday and 11:30 p.m. on Friday and Saturday.**
 - 2. Alcohol Sold at Event.** The renter and its guests agree to abide by Village of Morton Grove and State of Illinois liquor laws. The renter and its guests further agree not to serve any alcoholic beverages directly or indirectly to underage persons or adults disqualified from additional consumption. Guests of the Civic Center must keep alcohol within the building or patio and grounds, and cease service at **10:30 p.m. Sunday through Thursday and 11:30 p.m. on Friday and Saturday.** One of the following Village of Morton Grove Liquor Licenses is required if alcohol will be sold directly or indirectly at the event:
 - An educational, fraternal, political, civic, religious or non-profit organization can sell alcohol at the Civic Center provided it obtains a special event "G" License. Such license is available upon written request at a cost of \$0.00 and proof of dram shop liability insurance coverage in the amount of \$1,000,000. A State of Illinois Special Event Retailer's Liquor License (Not-For-Profit) [www.state.il.us/LCC] is also required.
 - Morton Grove "H" or "I" License A renter may sell alcohol at the Civic Center by contracting with a licensed Village of Morton Grove caterer holding an "H" Liquor License (for caterers authorized to serve any alcohol) or an "I" Liquor License (for caterers authorized to serve beer and wine only).
 - Morton Grove "J" License. A renter may sell alcohol at the Civic Center by contracting with the holder of Village of Morton Grove "A," "B," "C," or "E" Liquor License who acquires a Village of Morton Grove temporary off premise "J" license at a cost of \$50.00.
- For more information about Village of Morton Grove liquor licenses, please contact the Village Administrator's office at 847/965-4100. A copy of the applicable liquor license must be presented to the Civic Center three days before the rental date or the sale of alcohol will be prohibited at the event.
- 3. Application.** Application for rental use must be made in person during regular business hours and must be made on the rental contract form provided by the Village and signed by an adult (at least 21 years of age) assuming responsibility for the group. This person must be present during the rental period. Applications must be submitted no later than three weeks prior to the requested date and may not be secured more than 13 months in advance of the desired date.
 - 4. Capacity.** All room capacities must be adhered to. Any group surpassing slated room capacities will be asked to leave the premises and will forfeit the security/damage deposit.
 - 5. Children.** All children in attendance must remain in the rented rooms with proper supervision. Children are not allowed to remain unsupervised in any area of the building. One adult for every 15 minors is required.
 - 6. Clean-Up.** Rental hours include any time needed for clean-up. Each group is responsible for general clean-up of the room(s) rented. General clean-up refers to removing all loose trash including food, beverages, and decorations from tables, kitchen and all rented areas and placing in refuse and recycling containers within the room. Failure to complete general clean-up will result in a cleaning charge.
 - 7. No Cooking Permitted.** Renters of the kitchen should know that it includes a warming oven, sink, refrigerator, walk-in cooler, ice-maker, microwave, food preparation table and counter space. Renters may not use outside appliances (i.e. popcorn machines, snow cone makers, grills, etc.) in the building or patio area. Cooking, eating and serving utensils along with paper goods are not provided.
 - 8. Damages.** Renter agrees to return the premises to the Village of Morton Grove in the same condition as rented from the Village. The Village shall inspect the premises to its satisfaction after renter's use. Any damage to the Village of Morton Grove - American Legion Memorial Civic Center building and/or grounds which occurs while renter is in use will be repaired or replaced at renter's expense. In the event of any damage to the American Legion Memorial Civic Center building and/or grounds which occur while the renter occupies the space, shall result in the Village retaining the security deposit and assessing the renter any excess damage charges not recovered by the security deposit. The renter shall pay the balance of the costs within 10 days of receipt of a statement for repairs or replacement by the Village to the renter. It is the responsibility of the rental group to ensure that the caterer provides proper clean-up. Clean-up charges will be assessed if Village staff needs to complete clean-up unfinished by the renter. The use of nails, tacks, pushpins, hooks, glue, staples, glitter, confetti, helium balloons, candles, throwing of rice, throwing of birdseed or the like, smoke machines or incense are all strictly prohibited. **Costs to repair damage will be taken out of the security deposit and/or invoiced to the renter. In the event no damage was detected, the security deposit shall be mailed to the renter within 6 weeks following the completion of the renter's use of the facility.**
 - 9. Equipment.** Renters have the opportunity to request use of equipment as provided on the application form. Staff will provide advance operating instructions. It is possible staff will not be able to respond to "on the spot" requests if advance arrangements were neglected. Further, guarantee of securing equipment is on a first come, first serve basis.
 - 10. Fire Alarm.** In the event a fire alarm is activated, the building must be evacuated immediately. No persons will be allowed back into the facility until it has been deemed safe to do so by the Village of Morton Grove Fire Department. In addition, the applicant may be assessed \$300.00 for any fire alarm that is falsely activated by a member of the group/organization.
 - 11. Fire Safety.** All safety precautions necessary for fire protection and safety must be observed. Exits, corridors and stairways must be free of any obstructions at all times.
 - 12. Furniture.** The Village will provide tables and chairs according to the renter's room layout choice.

13. **Indemnification.** The renter and/or its agent hereby agrees to indemnify, hold harmless, and defend the Village of Morton Grove and/or its public officials, employees, staff, volunteers, servants, and agents, from or against any liability, claim, demand, action, suit, loss, damage, injury, expense, cost, settlement, or judgment for injury, death, or property damage as a result of any action or omission of the renter and/or its guests, invitees, employees, agents, or contractors arising from this agreement or the use of the facilities/premises being rented and/or used, including all costs and reasonable attorney's fees, and including reimbursement of costs and fees incurred as a result of possible action by the Village to enforce terms of this Indemnity Agreement.
14. **Insurance.** The Village of Morton Grove does not provide individual accident or health insurance. Businesses and for-profit organizations and their agents are required to furnish a certificate of insurance naming the Village as an additional insured indicating that coverage for general liability for the event (comprehensive, premises/operations, broad form property damage, contractual and personal injury) has been obtained. Minimum liability limit amounts must be for \$1,000,000 per occurrence and \$2,000,000 aggregate. Civic and non-profit organizations and their agents are not required to provide insurance coverage. Rental permits will not be approved until this certificate of insurance is provided.
15. **Music.** The arrangement of music or entertainment is the responsibility of the rental group and is only allowed in the rooms when renting the entire room. **Bands and DJs must stop playing 30 minutes before the rental hours expire.** Sound level must be suitable for the interior of the rented space. The Village of Morton Grove reserves the right to request renters to adjust the sound level.
16. **Opening.** The building will not open until the starting time designated on the rental contract and the applicant must be present. The building will not be open for anyone other than the applicant or his or her designee.
17. **Payment.** For single rental dates, a deposit of is due upon booking the room. The final payment is due 30 days prior to the event. For daily, weekly, or monthly bookings, rental payment arrangements may be agreed upon with the Facility Coordinator.
18. **Personal Property.** The Village of Morton Grove is not responsible for lost, stolen, or damaged personal items or rental equipment.
19. **Request for Rental.** Requests for rentals will be granted on a first come/first serve basis. Requests for rentals will not be considered officially reserved until approved in writing by the Village of Morton Grove and payment of the deposit is received.
20. **Responsibility.** One representative from the rental group/organization is solely responsible for making all rental arrangements with Village staff.
21. **Revocation.** This contract may be revoked due to misconduct, falsification of information, or failure to comply with the rental policies as described herein. In this event, all future rental requests made by the applicant will not be approved and/or accepted.
22. **Safety.** The Village of Morton Grove reserves the right to prohibit an organization from renting space for a function in the Civic Center in the event that activity may jeopardize public safety or if the activity planned for that occasion is not compatible with the space available within the facility.
23. **Security.** The Village of Morton Grove may require security for certain rentals. The Morton Grove Police Department, at the renter's expense, will provide such security at a cost of \$45/hr. for rentals with 74 guests or less and \$90/hr. for rentals with 75 guests or more. The total cost of security will be due four weeks prior to the rental. Failure to do so will result in cancellation of the rental and no refund given. The applicant's copy of the rental contract must be carried at all times during the rental and presented when requested.
24. **Set-Up.** Rental hours purchased include any time needed for set-up and decorating.
25. **Smoking and Chewing Gum.** The Village of Morton Grove facilities are smoke-free environments. Smoking is not permitted in the buildings at any time. Chewing gum should not be disposed of onto floors; a maintenance fee will be assessed for each occurrence.
26. **Termination of Contract/Refund Policy.** The Village or the renter may cancel the contract by providing the other with written notice of the cancellation at least 60 days prior to the rental date. If the renter cancels or fails to pay any balance by due date, all deposits previously paid shall be come non-refundable. If the Village cancels the contract, all deposits previously paid will be refunded to the renter.
27. **Usage Hours.** Usage hours are subject to the approval of the rental contract. All changes in usage and usage hours must be arranged with the contract agent in advance, not with the onsite custodian. Changes may influence the original permit approved. Renter shall comply with the Village of Morton Grove ordinance, which requires the **premises be vacated and cleared by 11pm on Sunday through Thursday and 12 midnight on Friday and Saturday.**