

Village of Morton Grove American Legion Memorial Civic Center

6140 Dempster Street, Morton Grove, IL 60053 847/663-3071

Rental Contract

rev. 4/10

Applicant's Name: _____ Organization/Company: _____

E-Mail Address: _____

Address: _____ City: Evanston _____ Zip: 60602 _____

Home Phone: _____ Work Phone: _____ Fax: _____

On the date of rental, a phone number where you can be reached: _____

Applicant's Designee (see "Rental Policies and Permit Regulations"): _____ Phone: _____

Purpose of Rental: _____

Expected Attendance: _____ Room: _____ Main Hall _____ Community Hall _____ Kitchen
_____ Stage _____ Patio _____ Library
_____ Dance Floor _____ Craft/Program Room _____ Grounds/Restrooms

Rental Date(s): _____ Party Start Time _____ to _____
_____ Set-Up Time _____
_____ a.m./p.m. to _____ a.m./p.m.

Other: _____

Please check all that apply:

_____ I will be serving food at my rental event. If yes? Caterer or Restaurant name. _____

_____ I will be serving alcohol at my rental event.

_____ I will be selling alcohol at my rental event. **NOTE: ALCOHOL IS CONSIDERED SOLD AT AN EVENT IF GUESTS PAY FOR ALCOHOL DIRECTLY (i.e. CASH BAR, ALL YOU CAN DRINK TICKETS OR BRACELETS, ETC.) OR INDIRECTLY (i.e. ALCOHOL IS INCLUDED IN EVENT ADMISSION FEE).** If yes, Renter or its Caterer's Morton Grove Liquor License and Certificate of Insurance is on file _____
(See section 2. "Alcohol Sold at Event" on page two of the Rental Contract.)

_____ Disc Jockey. _____ Band. _____ Other Entertainment.

_____ I am personally hosting and responsible for this rental and will be present during the entire rental period.

_____ 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, please attach letter on letterhead signed by an authorized official.

Equipment Options (no extra cost):

AV Cart _____ Ice Chest _____ Mov. Screen (fixed) _____ (port.) _____ Room Partition _____
Beverage Storage _____ LCD Projector _____ Piano _____ Sound System _____
Coffee Urn _____ Lectern _____ Portable Bar _____ TV/VCR _____
Easel _____ Microphone _____ Portable Stairs _____ Whi. Board (fixed) _____ (port.) _____

Payment (see fee schedule):

_____ Non-Resident Private Party _____ Resident Private Party _____ Non-M.G. Civic Organization
_____ M.G. Civic Organization _____ American Legion _____ Government Use

Room Rental Cost:	\$ _____ (#19)
Plus 20% Refundable Security Deposit:	\$ _____ (#25)
Total Amount Due:	\$ _____

Deposit (30% of Room Rental Cost) payable at time of booking:	\$ _____ (#19)
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Balance due on _____ (two weeks prior to Rental Date):	\$ _____
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Make Checks Payable To: **Village of Morton Grove**

For office use only.
\$ _____ (#19)
\$ _____ (#25)

Village of Morton Grove American Legion Memorial Civic Center

Rental Policies and Contract Regulations rev. 2/08

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 Department of Family and Senior Services at 847/663-6110.

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 12 midnight. A licensed bartender is recommended but not required.
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 12 midnight. 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 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 at the American Legion Memorial Civic Center 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.** 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 containers within the room.
7. **Cooking.** Renters who rent the kitchen, should know that it includes a warming oven, sink, refrigerator, walk-in cooler, ice-maker, food preparation table and counter space. Renters may not use any other appliances within the kitchen. 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 Family & Senior Services Coordinator and/or his designee 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, candles, throwing of rice, throwing of birdseed or the like, smoke machines or incense are all strictly prohibited. In the event no damage was detected, the security deposit shall be mailed to the renter within 30 business days 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 will be assessed \$25.00 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 space. 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 30% of the total cost is due upon booking the room. The final payment is due two weeks prior to the event. For daily, weekly, or monthly bookings, rental payment arrangements may be agreed upon with the Family & Senior Services Coordinator and/or his designee.
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 in accordance with the rental and are subject to staff availability. Requests for rentals will not be considered officially reserved until approved in writing by the Village of Morton Grove.
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 two weeks prior to the rental. Failure to do so will result in cancellation of the permit 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 include any time needed for renter set-up, decorating and clean-up.
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.** It is the understanding of both the Village and the renter that should either party desire to terminate the contract that written notice shall be given a minimum of 30 days prior to the rental date. If the renter cancels, deposits made are non-refundable. If the Village cancels for some unforeseen catastrophic reason, a full refund will be remitted.
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 Family & Senior Services Coordinator and/or his designee in advance, not with the 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 12 midnight.

I have read and fully understand my responsibility as a renter of the American Legion Memorial Civic Center. I have completed the rental agreement and permit to the best of my ability and understand I will be responsible for any damage and/or problems associated with this rental. I intend to comply with all policies stated on this agreement, informational and rental/hours sheet and rental permit. I agree the Village of Morton Grove assumes no responsibility or liability for injuries/damages to myself/guest/minor child/ward or personal property. I further agree to waive and relinquish all claims I or my minor child/ward may have (or occur to me or my child/ward) as a result of using the facilities at the American Legion Memorial Civic Center against the Village of Morton Grove, its officials, agents, volunteers, and employees (hereinafter collectively referred to as "Village of Morton Grove"). I do hereby fully release and forever discharge the Village of Morton Grove from any and all claims for injuries, damages, or loss that my guest, minor child/ward or I may have or which may accrue to me or my guests, minor child/ward and arising out of, connected with, or in any way associated with use of the American Legion Memorial Civic Center. All rights to assert any such responsibility I hereby waive and I agree to hold harmless the Village of Morton Grove from any acts for which I am liable. **I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.**

Signature of Applicant: _____

Date: _____

THIS CONTRACT IS NOT VALID UNLESS/UNTIL IT IS COUNTERSIGNED BY AN AUTHORIZED VILLAGE OF MORTON GROVE REPRESENTATIVE.

Approved: _____
Name and Title

Date: _____

