

Community Use Policy and Agreement Community Room, Rotunda, & Performing Arts Pavilion

This Community Use Policy and Agreement (hereinafter "Policy and Agreement") is hereby adopted for the Community Room, Rotunda, & Performing Arts Pavilion (hereinafter collectively "Facility" or "Facilities"). This Policy and Agreement is provided to those who are interested in sponsoring an event at the Facilities (hereinafter the "Applicant").

I. Purpose

- A. The Community Room in the New Lenox Village Hall (hereinafter "Community Room") is designed primarily to meet the operational needs of the Village of New Lenox and provide accommodations for Village-initiated meetings, including all other advisory board and commissions, other agencies of government, and meetings of New-Lenox based not-for-profit community groups and organizations.
- B. The Village Commons Park (hereinafter "Commons Park") is a six-acre passive park within the New Lenox Commons. The Commons Park features an open-air amphitheater with informal seating on grass terraces for a thousand persons, with overflow seating for another thousand persons on the around the perimeter of the park and a restroom/concession building. The New Lenox Commons was created to be a town center complete with meandering sidewalks, formal gardens, veterans' memorial, a small lake with a fishing pier as well as grassy open spaces. The primary purpose of the Village of New Lenox Performing Arts Pavilion (hereinafter "Performing Arts Pavilion" or "Pavilion") is to provide an outdoor facility for presenting programmed events to the residents and corporate citizens of New Lenox. Secondly, the New Lenox Commons provides a park setting in the middle of our "town square" that will be adjacent to the local government campus featuring the Village Hall, the Library, and the future Park District Facility. The Pavilion provides a venue for concerts, plays and similar events while the six-acre setting provides opportunities for art fairs, cultural events, and other events for the residential and business communities. The Commons Park will be used on a formal basis for scheduled events, and more frequently on an informal basis as a passive park. The Pavilion is available for Village sponsored programs, other governmental units whose residents predominantly live within Village boundaries, and organizations and groups whose members are predominantly Village residents, on a first come, first served basis.

II. Priorities of Use of Facilities

A. Community Room and or Rotunda

- 1. Village-initiated meetings including all other advisory boards and commissions.**
- 2. Other agencies of government.**
- 3. Meetings of New Lenox-based not-for-profit community groups and organizations.**
- 4. New Lenox Residents**

B. Performing Arts Pavilion

1. Village Sponsored Programs.
2. Other Governmental Units Whose Residents Predominantly Live Within Village Boundaries.
3. Organizations and Groups Whose Members Are Predominantly Village Residents.

The Village of New Lenox reserves the right to request a copy of the organization's Articles of Incorporation or Charter.

In the event of a conflict with this Policy and Agreement, this Policy and Agreement will prevail

III. No Endorsement

Use of the Community Room, Rotunda or Pavilion does not constitute Village endorsement of viewpoints or philosophies expressed by participants in the programs. No advertisement or announcement implying such endorsement will be permitted.

IV. Use of Name

The name of the Village of New Lenox Performing Arts Pavilion may not be used in any way except as a description of location. To use these names for any other purpose, the Applicant must receive written permission from the Village, The address of the Performing Arts Pavilion is: New Lenox Commons Park, 101 Veterans Parkway, New Lenox, IL 60451

V. Equal Opportunity

Activities taking place in the Facilities must be open to all citizens, regardless of age, sex, race, religion, national origin, or physical handicaps. It is the responsibility of the using group to provide any and all reasonable accommodations for persons with disabilities in accordance with the Americans with Disabilities Act.

VI. Hours of Use

A. Community Room and or Rotunda

The Community Room and or Rotunda is available from 8:00 a.m. to 9:00 p.m. Monday through Friday, and from 8:30 a.m. to 12:30 p.m. on Saturday. Special arrangements may be made for other times and days. The front door to the Village Hall will be unlocked approximately one half-hour prior to the meeting for those meetings scheduled after normal business hours.

B. Performing Arts Pavilion

Use of the Pavilion is generally limited to the following time restrictions: Monday - Thursday 8:00 a.m. – 9:00 p.m., Friday and Saturday 8:00 a.m. – 9:30 p.m., Sunday 12 Noon – 9:00 p.m. Violators will be subject to forfeiture of security and maintenance deposits.

VII. Application for Use

Written application for use of the Facilities with complete information must be made on a form provided by the Village of New Lenox (Village Hall, 1 Veterans Parkway, New Lenox, IL 60451). Use of the Facilities includes only those areas and equipment specifically stated on the application for use. Any group which uses additional areas and/or equipment will be assessed accordingly. Information regarding the rooms and scheduling is the responsibility of the Village Administrator or his designee. Please contact (815) 462-6400 to check availability of the Facilities.

1. A resident of New Lenox who is more than 18 years of age must make reservations. The person making the application shall be the contact person and the only person to make changes in the reservation.
2. Applications for Community Room or Rotunda use should be made to the Village Administrator's Office as much in advance as possible, but no less than one week prior to the event. The Pavilion is made available for use May 15 through October 31. Applications for use will not be accepted less than two weeks prior to the date requested.
3. Reservations cannot be accepted more than one year in advance. Applications for the use of the Facilities do not guarantee approval of its use. Any group who wishes to cancel a reservation should do so at least 48 hours prior to the event.
4. Reservations are made when the rooms are available.
5. Any group using the Community Room or Rotunda after normal business hours must vacate the Village Hall by 9:00 p.m.
6. No group may assign its reservation to another group.
7. Reservations for regular periodic meetings must be renewed annually.

VIII. Use and Care of Facilities

1. Attendance at meetings in the Community Room must be limited to the stated capacity of the rooms. The Community Room has a capacity of 80 people.
2. Nails, tacks, tape, etc., are not to be used on the walls in the Rotunda or Community Room. Violation of this rule will result in the forfeiture of the deposit
3. The Community Room must be left clean and in good condition. All papers, cups, and other waste must be disposed of properly. Violation of this rule will result in the forfeiture of the deposit
4. Violation of this Policy and Agreement shall result in immediate revocation of authorization to use the Facilities, or denial of future requests to use the Facilities. Each organization and Applicant will be responsible for reimbursement to the

Village for any and all Village of New Lenox property lost, stolen, or damaged as a result of use of the Facilities.

5. Audiences have access to the Community Room and restrooms only. All other areas are prohibited due to security and safety concerns. The Village of New Lenox is not responsible for providing audio/Visual equipment or materials to meeting attendees.

IX. Restrictions

1. The Community Room and Pavilion are not available for commercial purposes.
2. No use of the Community Room or Pavilion may violate any Federal, State or Local law or ordinance, and all uses must be peaceable and orderly.
3. Organizations will be limited to their usage of the Community Room to twice per month and the Pavilion to once per month, and Facilities must be used for the purpose(s) stated within the Room Reservation Form.
4. Organizations meeting in the Community Room or at the Pavilion shall not use the Village for their mailing address or, even on a temporary basis, direct calls relating to their meetings to Village telephones
5. All groups of persons under 18 years of age must be attended by adult chaperones that will assume responsibility for the group's activities
6. Smoking is not allowed anywhere in the Village Hall.
7. No firearms or weapons are permitted anywhere on the Facilities except those held by sworn law enforcement personnel.
8. To be consistent with the State Official and Employees Ethics Act regulating political activity and to further prevent the Village from subsidizing political activity, the Community Room, Rotunda and the Pavilion sound and lighting system are not available for political activity. Political activity shall include but is not limited to the following:
 - (a) preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event;
 - (b) soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event;
 - (c) soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution;
 - (d) planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
 - (e) surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
 - (f) assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
 - (g) soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;

- (h) initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
- (i) making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
- (j) preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes;
- (k) distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
- (l) campaigning for any elective office or for or against any referendum question;
- (m) managing or working on a campaign for elective office or for or against any referendum question;
- (n) serving as a delegate, alternate, or proxy to a political party convention; and
- (o) participating in any recount or challenge to the outcome of any election, except to the extent that under subsection (d) of Section 6 of Article IV of the Illinois Constitution, each house of the General Assembly shall judge the elections, returns, and qualifications of its members.

Elected officials may use the Community Room for official district business. The Community Room may also be used as an official polling place.

9. The Community Room, Rotunda and Pavilion shall not be used to intentionally solicit contributions by public officials, by State employees, by candidates for elective office, by persons required to be registered under the Lobbyist Registration Act, or by any officers, employees, or agents of any political organization.

X. Rental Fee

There is no charge for use of the village's community room by other taxing bodies, civic organizations and/or not-for-profit organizations. A fee of \$90.00 per hour is charged for all other users of the Community Room.

The rental fee for use of the Pavilion shall be assessed to offset any and all Village costs related to a particular event. The fee is calculated according to the size of the event, with \$150 for a small event (25 persons) requiring little involvement by Village staff, \$250 for a medium sized event (25-100 persons), and \$500 for a large event (> 100 persons). Thus, the fee will depend upon the type and complexity of the event. Furthermore, if the Village allows use of the sound system, there will be an additional hourly fee of \$100 assigned to cover any Village costs. (Please see Section XXII of this document detailing the sound system.) With the Applicant's input, the fee will be calculated at the time of permit review. The rental fee shall be submitted with the application. All checks should be made payable to the Village of New Lenox

XI. Security and Maintenance Deposit

A refundable security and maintenance deposit of \$1,000.00 is required 72 hours prior to use of the Pavilion. For use of the Community Room the refundable security and maintenance deposit is \$200.00.

This deposit is assessed in addition to rental fees to cover the cost of any damages, maintenance fees, or the replacement of lost or stolen equipment. The deposit may also be used to cover additional payments for Village services, including overtime, additional

services or equipment. The deposit will be refunded in full or part based upon an assessment of the Facilities immediately after a group's use.

XII. Certificate of Insurance

To secure its obligation of indemnity, the organization using the Pavilion or Community Room must obtain liability insurance written in the name of the Applicant with the Village of New Lenox as additional insured. Liability coverage must be at least \$1,000,000 per occurrence for personal injury and \$100,000 per occurrence for property damage. A certificate of such insurance must be filed with the Village 72 hours before the Facilities may be used.

For events that require parking on adjacent private land or facilities, insurance certificates for those owners may be required. Their insurance requirements and limits may be different than the Village's.

XIII. Liability

In consideration for the use of the Facilities, the Applicant agrees to indemnify, hold harmless and defend the Village of New Lenox from any and all liability or loss that the Village of New Lenox may sustain as a result of claims, demands, costs, or judgments arising from the Applicant's use of the Facilities during the period of time the Applicant uses the Facilities.

XIV. Severability

If any provision, clause, sentence, paragraph, section, or part of this Policy and Agreement, or application thereof, to any person, organization, entity or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Policy and Agreement, and this Policy and Agreement shall be in full force and effect as if such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

XV. Cancellation by the Village

If for any reason, in the judgment of the Village Facility Committee, the Community Room, Rotunda, or Pavilion should not be used, then the Village reserves the right to terminate the contract or re-schedule a use. The Applicant agrees that its only claim upon the Village shall be for the refund of any monies paid for the use of the Facilities. The Applicant waives any claim for damages for compensation other than the return of rental fees in the event that this contract is terminated.

Every attempt will be made to allow Applicants the use of the Facilities as requested. However, through an unforeseen circumstance, should the Village require the Facilities, the Village shall reserve the right to cancel any scheduled use of the Facilities by the Applicant. Although the Village shall have no obligation to notify any Applicant of such cancellation, the Village will notify the Applicant as soon as practical.

XVI. Refund Policy

Cancellation of reservations by fault of the Applicant must be made in writing to the Village and will result in loss of the fees paid according to the following schedule:

One week to one month prior to the event: 100%

One month or more prior to the event: 50%

The Village will refund the complete maintenance and security deposit if all the conditions of this Policy and Agreement are met.

XVII. Food and Beverages

Regarding events at the Pavilion, food and beverages must be disposed of and removed from the New Lenox Commons immediately upon conclusion of the event. Permission for selling any concessions must be obtained from the Village. The restroom/concession building is available for such purpose. The event sponsor is responsible for attaining the necessary temporary food event permit from the Will County Health Department

XVIII. Concessions

Sponsors may request permission to allow sales of food and beverages at Pavilion events. Food and beverage preparation and sales must be in compliance with the Village Code and all other applicable codes and regulations. A New Lenox business license is required for all concessionaires. The event sponsor is responsible for clean up and garbage removal. The Concession Building in the Commons is available (upon request) for concessions. The Concession Building is not equipped for food preparation. Pre-packaged foods and beverages may be distributed from the counter. The rental fee of \$100.00 for use of the Concession Stand shall be assessed to offset any and all Village costs related to a particular event. Event sponsors are required to obtain keys from the Village at the Village Hall during normal working hours (8:30 a.m. - 5:00 p.m. Monday through Friday) prior to the event and return the keys immediately after the event. A key deposit (\$100) will be required to ensure the prompt return of keys. Potable water is available at the Concession building. The event sponsor is responsible for any and all damage to the service building during the event. The event sponsor is responsible for attaining the necessary temporary food event permit from the Will County Health Department.

XIX. Restrooms

Restrooms for events at the Pavilion are available in the Commons Concession Building. Keys for the restrooms may be obtained at the Village Hall during normal working hours (8:30 a.m. - 5:00 p.m. weekdays) prior to the event. Restrooms will be locked immediately after the event and keys returned to the Village promptly. A key deposit (\$100) will be required to ensure the prompt return of the keys. The event sponsor is responsible for cleaning and removing trash, as well as any and all damage to the service building during the event.

XX. Substances of an Explosive or Highly Flammable Nature

Regarding the Pavilion in accordance with the New Lenox Municipal Code, individuals or organizations will not use or permit the use upon the Facilities of any substances of any explosive or highly flammable nature. Exceptions may be granted by the Village for artistic reasons if the request is made in writing and the group can prove that the safety of participants is not threatened by the use of such items.

XXI. Lighting and Sound Equipment

Due to the highly technical nature of the light and sound equipment in the Pavilion, the Village of New Lenox will provide staffing to run this equipment. The event sponsors will reimburse the Village, prior to the event, the cost staffing the event. Estimated costs per hour are based on the day of the event and the length of the event. Please refer to Section X of this document.

XXII. Stage Work/Set Design/Rigging

Event sponsors for the Pavilion are responsible for any stage equipment or backdrops. Event sponsors are responsible to communicate with the Village to determine what type of backdrops, scenery or other items can be hung from the Pavilion

XXIII. Storage

No storage is available at the Village Hall or Pavilion. All materials (other than backdrops) and equipment must be removed immediately after each event. The Village is not responsible for damage to any materials or equipment. Any costs incurred by the Village for disposal of materials left at the Facilities will be subtracted from the Security and Maintenance Deposit.

XXIV. Damages

The Village reserves the right to retain all or part of the Security and Maintenance Deposit for damage and disorder that occurs during a particular groups' use. Costs incurred in excess of this deposit for repairing damages not due to normal wear and tear will be billed to the renting organization within ten (10) days of the occurrence. Payment must be made within thirty (30) days of completed Facility usage.

XXV. Exceptions

Any exceptions to regulations listed above must be requested at least thirty days prior to the event.

XXVI. Property and Equipment

Permanent equipment must not be removed or altered under any circumstances. Use of ladders is restricted to Village staff or individuals certified by the Village.

XXVII. Event Set Up and Clean Up

The event sponsor for events at the Pavilion will be responsible for all activities related to setting up for an event and cleaning up after an event. The Commons and Pavilion must be returned to the condition prior to setting up the event. All litter and debris must be picked up and removed from the site immediately upon conclusion of the event or at the end of the day for events over a period of time. If Village personnel are required to assist with either set up or clean up, staff time and equipment charges will be assessed at a "hireback" rate reflecting the cost of hours performed outside the normal work day as applicable. For events in the Community Room, the Applicant will provide detailed information to the Village regarding the number of attendees and the preferred arrangement of the room one week prior to the event.

XXVIII. Admission Fees

The New Lenox Commons and Pavilion are intended for use by the general public. Admission fees will not be charged for events without the approval of the Village.

In consideration for the use of the Facilities, Applicant agrees to, and will comply with, the terms and conditions of this Policy and Agreement. Applicant acknowledges receiving a copy of this Policy and Agreement.

Applicant _____ **Date** _____

**Representative of the
Village of New Lenox** _____ **Date** _____

Village of New Lenox

1 Veterans Parkway
New Lenox, IL 60451
815 462-6400

Office Use Only

Date Received: _____
Date Approved: _____
Approved By: _____
Deposit Received: _____
Cert. of Insurance Rec: _____

New Lenox Facilities Agreement for Use

Date Submitted: _____

Applicant (Individual or Organization): _____

Address: _____ City: _____ ZIP: _____

Phone: _____ Event Duration: _____

Date(s) of Event: _____

Circle Day(s) Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Description and Purpose of Event: _____

Circle Each That Applies:

Community Room: Yes / No Rotunda: Yes / No

Pavilion: Yes / No Sound System: Yes / No Stage Lighting: Yes / No

Concession Stand Restrooms: Yes / No Concession Stand: Yes / No

Number of People Anticipated: _____

In consideration for such Agreement for Use, the Applicant (and Responsible Party, if applicable) agrees, jointly and severally:

1. To pay in consideration of the approval to use the Community Room, Rotunda or Pavilion the sum of \$ _____, payable at the time of submission of the Agreement for Use application to the Village of New Lenox. If this Agreement for Use is not executed by and on behalf of the Village of New Lenox, the said sum shall be returned to the payer. The Agreement for Use shall become effective only on the date of the execution by the Village of New Lenox.
2. To comply with and abide by all rules and regulations of the Village of New Lenox, including the Community Room Use Policy and Agreement set forth above.
3. To be liable and to reimburse the Village of New Lenox for any and all damages and injury done to property of the Village of New Lenox, whether by Applicant or any other person using the Facilities pursuant to this Agreement for Use.
4. To hold harmless and indemnify the Village of New Lenox, its agents, employees and Trustees, for any loss, injury or claim therefore made or suffered by any person or persons using the Facilities during the period specified above.
5. Applicant shall not use the name of the Village of New Lenox in conducting any activity upon or use of the Facilities.
6. The Village of New Lenox does not extend its liability coverage, if any, to Applicant, Responsible Party and any other person or property using Facilities under this Agreement for Use.
7. No admission fees may be collected without Village Facility Committee approval.

This Agreement for Use is granted for the date(s) and time(s) indicated above. The Village of New Lenox, at its sole and unfettered election, may cancel this Agreement for Use at any time without notice.

Signature by the Applicant below indicates that the Applicant is a duly authorized representative of the organization utilizing the Village of New Lenox Community Room or the New Lenox Commons and has read the above Agreement for Use. The Applicant agrees to release the Village of New Lenox and its employees, agents, and elected officials of any liability which the undersigned, Applicant and the persons using the Facilities pursuant hereto, may incur while using the Facilities.

Applicant's signature (Individual or Organization)

Print Name

Responsible Party or Organization

Date

the Village of New Lenox
"Home Of Proud Americans"

Community Room Reservation Form

Name of Organization: _____

Applicant's Name: _____

Address: _____

Telephone: (h) _____ (w) _____ (c) _____

Alternate Contact: _____

Telephone: (h) _____ (w) _____ (c) _____

Address: _____

Date(s)/Time(s) Requested: _____

Standing Request (Please Circle): _____ **Yes / No** _____

Anticipated Attendance: _____

Purpose of Event (Describe briefly what will occur during your use of the Village Facilities):

FOR OFFICE USE ONLY

Reservation Taken By: _____

Comments: _____