

6817 Harvard Hills Road Harvard, IL 60033 (815) 943 - 2740

#### HARVARD COMMUNITY SENIOR CENTER

#### FACILITY RENTAL AGREEMENT

It is the Harvard Community Senior Center's desire that everyone who rent the Harvard Community Senior Center building are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and, if representing an organization on whose behalf the Facility rental is being made (collectively the "Renter"), are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

### 1. **RENTER INFORMATION**

Contact name		
Telephone: Home/Cell	Work	
E-Mail:		
Organization Name (IF Applicable)		
Address, City, State, Zip		

# 2. EVENT INFORMATION

Description of event					
Date of event Es		Estin	Estimated attendance		
Time event begins (incl. so Open to the public?	Yes	No	Time event ends (incl. clean up) Will minors be present? Yes No		(12 Hour Maximum)
Admission fee charged? Will there be music?	Yes Yes	No No	If yes, type of music		
Will food be served?	Yes	No	Will food be sold? Ye		No
Will alcohol be <u>served</u> ?	Yes	No			
•••	- <b>-</b>		rance with a rider naming the Harv 1 week prior to the event.	ard (	Community Senior Center as
Will alcohol be <u>sold</u> ?	Yes	No			

If YES. A copy of dram shop insurance coverage and city of Harvard use waiver must be provided 1 week prior to the event

# 3. CONDITIONS OF USE

### A. **RESERVATIONS**

- 1. Renters should make reservations well in advance of the intended date of use because many dates fill quickly.
- 2. The Facility is not considered rented until (1) Renter delivers to the Harvard Community Senior Center the Facility Use Agreement, rental fee, Facility Manager Fee, deposit, certificate of insurance naming the Harvard Community Senior Center and the city of Harvard as additional insureds if alcohol is to be served; and if alcohol is to be sold, written evidence of dram shop insurance, permits and licenses and a city of Harvard Use, and any other items deemed necessary by the Harvard Community Senior Center; and (2) the Harvard Community Senior Center, in its sole discretion, approves such rental in writing.
- 3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served/sold, a person who is at least twenty-one (21) years of age must sign this agreement.
- 4. Renter shall provide the Harvard Community Senior Center Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
- 5. Renter shall be responsible for securing all required permits and licenses.
- 6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
- Renter shall not use the Harvard Community Senior Center's name to suggest endorsement or sponsorship of the event without prior written approval of the Harvard Community Senior Center Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- 8. Renter shall permit any Harvard Community Senior Center officers, employees, or agents to visit the event described in this agreement.
- 9. Renter shall be responsible for picking up the keys to the Facility from the Harvard Public Library prior to the event. Renter shall return keys immediately following the event to the Harvard Public Library in the walk up book drop. (Library Hours as of 6/23/2021 Friday 9AM-5PM, Saturday 9AM-1PM, Closed on Sunday)
- 10. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the Harvard Community Senior Center.

### B. FEES

- 1. The Harvard Community Senior Center requires the hourly rental fee, a non-refundable Facility Manager fee and a deposit from Renter prior to the event. A Covid-Cleaning Fee of \$30 will be added to all rentals in 2022 until the Senior Center fully reopens and regular cleaning services resume.
- 2. Rental Fees are hourly, with a 4 hour minimum and a 12 hour maximum
- 3. Senior Center Members, City Residents, Senior Center Sponsors, and other non-profit organizations pay discounted rates per the approved 2022 fee schedule
- 4. Rental Fees and the Facility Manager Fee are not refundable and deposits will be returned within 21 days after property is found to be undamaged and clean.
- 5. The Harvard Community Senior Center may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
- 6. Renter is responsible for any lost keys, and any costs that the Harvard Community Senior Center might incur to replace and/or re-key the Facility.

2022 HCSC Rental Agreement Revised Approved 1/24/2022 HCSC Representative Initial For Key \_\_\_\_\_

7. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Harvard Community Senior Center as a result of same and these fees shall be billed to Renter.

### C. INDEMNIFICATION AND INSURANCE

- 1. Renter shall indemnify, defend, and hold harmless both the Harvard Community Senior Center and the city of Harvard, their officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents.
- 2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Harvard Community Senior Center's facilities and adjoining property to the Harvard Community Senior Center Manager or his/her designee, in writing and as soon as practicable.
- 3. Renter waives any right of recovery against the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents
- 4. Renter waives any right of recovery against the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if t the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents seek recovery against Renter.

### D. SECURITY

Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. Neither the Harvard Community Senior Center or the city of Harvard is responsible for providing this supervision. The Harvard Community Senior Center and the city of Harvard's facility security includes cameras and video recordings for monitoring the use and activities and the Renter understands and agrees that images of individuals using the facility may be recorded. The Harvard Community Senior Center or the city of Harvard may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

### E. SET UP / CLEAN UP / DECORATIONS

- 1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
- 2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
- 3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
- 4. Renter shall be responsible for all clean-up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition. A Facility Manager shall inspect the premises before and after the event to assure compliance.
- 5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Harvard Community Senior Center Manager or his/her designee.

6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. A Facility Manager shall inspect the premises before and after the event for any damage. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Harvard Community Senior Center as a result.

#### F. EQUIPMENT / ACCESSORIES

- 1. Renter shall not remove, relocate, or take Harvard Community Senior Center property outside of the Facility for any reason without the prior written approval of the Harvard Community Senior Center Manager or his/her designee.
- 2. Renter shall not use Harvard Community Senior Center equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Harvard Community Senior Center Manager or his/her designee.
- 3. Renter shall not drive motorized vehicles on field or green space.
- 4. The Harvard Community Senior Center does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.

### G. MISCELLANEOUS

- 1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
- 2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
- 3. Gambling of any kind by Renters is not permitted at the Facility unless agreed to in writing by both the Harvard Community Senior Center and the city of Harvard
- 4. Smoking is not permitted at the Facility.
- 5. No animals are permitted at the Facility, with the exception of guide dogs.
- 6. If Renter violates any part of this agreement or reports false information to the Harvard Community Senior Center, the Harvard Community Senior Center may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
- 7. The Harvard Community Senior Center may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
- 8. Any person aggrieved by the Harvard Community Senior Center's decision with respect to this agreement may appeal to the Harvard Community Senior Center Executive Director or his/her designee in writing no later than five (5) days after the Harvard Community Senior Center's decision has been communicated to the aggrieved party.
- 9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

# **Authorization**

I am the Individual Renter or an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature Print name Organization Address E-Mail: Telephone: Home										
Harvard Community Senior Center Use Only										
		Tax Bill #								
□ Water Bill #		□ Gas Bill #								
□ Checking Acct#		Bank Name								
FEE Category Check ANY Tha	t Apply:									
□ Senior Center Current Mem	ber	Harvard City Resident								
□ Senior Center Current Spons	sor	□ 501(C)(3) Non Profit Organization								
Rental fee \$ Deposit f □ Paid By Check # Date		□ Cash	wid Fee <u>\$ 50</u> Total paid \$							
Deposit returned	Date	By								
2022 FEES (\$20 Facility Manager Fee and \$30 Covid Cleaning Fee Applies to All Rentals)HCSC Member/SponsorHarvard Resident501(c)(3) Non ProfitAll OthersDepositDepositDepositDeposit\$ 50.00\$ 75.00\$ 75.00\$ 100.00HCSC Member/SponsorHarvard Resident501(c)(3) Non ProfitAll OthersHourly FeeHourly FeeHourly FeeHourly Fee4 hour MinimumHourly FeeHourly FeeHourly Fee\$ 10.00\$12.00\$15.00\$20.00										