

RENTAL/USER AGREEMENT

TINLEY PARK PERFORMING ARTS CENTER

TERMS

- A. As used in this Agreement, "Tinley Park-Park District" includes its officers, officials, agents, employees, and volunteers.
- B. As used in this Agreement, "premises" and "facilities" includes all rented facilities and common areas, including but not limited to parking facilities, restrooms, walkways, hallways, etc.

NOW, THEREFORE, in consideration of the representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. User shall not enter, occupy, or use this listed facility(ies) until the time(s) and date(s) specified above.
2. User shall vacate the facility(ies) at the time(s) and date(s) indicated in the rental agreement or be charged a pro-rata amount of \$50 for every one-half (1/2) for going over scheduled rental time.
3. User shall remit the full balance due for the rental of said facility(ies) upon vacating of said facility/property(s) and immediately upon termination of rental period.
4. User shall be responsible for and will pay for any damage to Tinley Park-Park District property arising out of the use of the said facility(ies) pursuant to this Agreement.
5. Tinley Park-Park District does not assume any liability for property damaged, lost or stolen on the Tinley Park-Park District premises, or for personal injuries sustained on the premises during User's use of the premises and User hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that User may sustain as a result of this Agreement. The User further agrees to waive and release the Tinley Park-Park District from any and all losses, claims, suits or judgments or damages that User might sustain as a result of any and all activities connected with or associated with this Agreement.
6. No Tinley Park-Park District equipment or property shall be removed from the premises without written permission of the Tinley Park-Park District.
7. Unless otherwise permitted, no beer, liquor, wine or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the Tinley Park-Park District under this Agreement.
8. If applicable, the User will set up the rooms/facility for User's function. User will take down the room/facility after User's function. User agrees to wash, clean and put away all dishes, clean tables,

chairs and empty ash trays, bag all garbage and place on kitchen floor and/or restore the facility to its prior condition, ordinary wear and tear excepted.

9. User shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the Tinley Park-Park District's attention any potential dangers, safety hazards or problems. User is solely responsible for determining whether said facility(s) is safe, appropriate, and/or compatible for User's intended use.
10. User is solely responsible for providing all supervision at all times during User's use of any facility, including but not limited to the rented facility, and all common areas. Further, the User shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations pertaining to use of Tinley Park-Park District facilities.
11. User shall not permit any disorderly or unlawful use of the premises during the period of this Agreement.
12. This agreement for use of the Tinley Park-Park District facility(ies) will not be entered into by the Tinley Park-Park District unless said Agreement is signed by an authorized representative or agent of the User and delivered to the office of the Tinley Park-Park District at the above address with appropriate security deposit.
13. Either party hereto may cancel this Agreement by delivery of written notice to the other party at least one (1) week prior to the scheduled hour as hereinbefore designated. If this Agreement is so canceled 10 or more days prior to the first scheduled rental date, then a full refund will be issued. User will not be required to pay the fee hereinbefore designated. If cancellation by User occurs less than 10 days prior to the scheduled rental date, User authorizes the Tinley Park-Park District to charge the \$100 security deposit/cancellation fee.
14. It is fully understood and agreed by the parties that User shall fully defend, indemnify and hold harmless the Tinley Park-Park District, including its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.
15. User may be requested to provide a certificate of insurance verifying \$1,000,000 minimum general liability insurance naming the Tinley Park-Park District as an additional insured, accompanied by a properly executed additional insured endorsement using CG 2011 or equivalent, and specifying the date(s) and nature of the event no later than twenty-one (21) days prior to the event. If alcoholic beverages are being served or consumed, User must provide proof of Dram Shop and Liquor Liability insurance. User's insurance shall be primary insurance as respects the Tinley Park-Park District.
16. User shall comply with all applicable rules, regulations, ordinances & permit procedures.

17. This rental agreement may be revoked at any time at the discretion of the Tinley Park-Park District due to misrepresentation of User, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to the User.
18. This agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
19. This agreement may not be assigned by the User without the Tinley Park-Park District's prior written consent.
20. This agreement represents the entire understanding between the parties. This agreement may be modified or altered only by further agreement in writing between the parties.
21. Interpretation of this agreement shall be governed by the laws of the State of Illinois.
22. I understand under the Cook County Order 2021-11 effective January 3, 2022 that by holding a private party on the Tinley Park-Park District property if I am serving food and/or beverage for on-site consumption that I will check and confirm that all attendees above the age of 5 are vaccinated in accordance with the order.

Signature of Renter/User

Date