



Pool Rental Agreement

W/O#: _____

Date: _____

For Internal Use ONLY

Name of Individual: _____ Date of Application: _____

Organization Name: _____

Address: _____ City / Zip Code: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-Mail Address: _____

Date of Event: _____ Headcount Expected: _____

Begin Time: _____ End Time: _____
(from time you "walk-in" to decorate) (until time you "walk-out" include clean-up)

Purpose of Event: _____

Payment Fees

Total Fee: _____ Payment Method (Check One): VISA Master Card Discover American Express Cash Check (#: _____)

Cardholder Name (Please Print) _____ Card Number _____ Expiration Date _____

Security Code _____ Billing Zip Code _____

Signature _____ Date _____

Facility Needed

Langendorf Park: F-Shelter & Grove F N-Shelter & Grove N H-Shelter & Grove H

Kraken Cove: Private Pool Party Lawn A Lawn B Program Room Splashpad

Birthday Party: Jellyfish Jamboree Mermaid and Matey

Recitals

- A. As used in this Agreement, "Barrington 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 recitals and 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 above or be charged for overtime use. Rental times include any and all decorating and clean-up time required for your rental (**from the time you "walk-in" until the time you "walk-out"**). Applicant is responsible for removing/discarding all decorations, table coverings and food items. Park district staff will remove trash placed in receptacles as needed. All facilities must be left in the same condition as they were found. **Failure to do so may result in the loss of the security deposit.**

3. User shall remit the full balance due for the rental of said facility at the time the reservation is made. To reserve a facility **full payment** is required and applicant's signature on the completed rental application. **If paying by check, please submit a separate check for the \$100 security deposit which will be shredded after the rental, if there are no issues. (\$250 security deposit required if event will be serving alcohol). Applicant may be responsible for additional fees if damages exceed security deposit.**
4. The applicant, listed as the authorized representative, must be 25 years or older and present during the entire time of the rental. Applicant must stay until their entire party has departed (i.e. guests, DJs, caterers, etc.) Applicant is responsible for the conduct of their invited guests and for any damages and negligent breakage that might occur during the rental.
5. Room rentals include set-up of all tables and chairs and use of kitchen where applicable. It does not include additional rooms, park personnel, table linens, or any electronic equipment (additional fee applies for electronic equipment). Use of any equipment, other than that furnished with facilities rented, must have prior approval and under no circumstance may equipment be moved by anyone other than park district staff.
6. User shall be responsible for and will pay for any damage to Barrington Park District property arising out of the use of the said facility(ies) pursuant to this Agreement.
7. Barrington Park District does not assume any liability for property damaged, lost or stolen on the Barrington Park District's 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. User further agrees to waive and release the Barrington 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.
8. That no Barrington Park District equipment or property shall be removed from the premises without written permission of the Barrington Park District.
9. **It is agreed that no alcohol is permitted in any park district facility EXCEPT for the John Sullivan Room at Langendorf Park, the Jewel Tea Pavilion and the Lodge at Citizens Park. Special procedures, a signed contract and alcohol surcharge fees are required. Failure to adhere to this policy forfeits your security deposit and criminal charges may apply. Food trucks are not allowed on any Park District property.**
10. User shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the Barrington Park District's attention any potential dangers, safety hazards or problems. User is solely responsible for determining whether said facility(ies) is safe, appropriate, and/or compatible for User's intended use.
11. User is solely responsible for providing any and 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, User shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations pertaining to use of Barrington Park District facilities.
12. User shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
13. **ALL OF THE FOLLOWING ARE PROHIBITED: smoking in any building, driving on park district property that's not a designated area, animals on park district grounds, lighting effects employing actual fire (this prohibits the use of candles), lighted lanterns, fireworks or torches, etc., confetti, rice, glitter, flower petals, silly string, glue guns, etc., and wax or abrasive materials on the floors.**
14. No inflatable toys or "carnival" devices are allowed on park district property without special permission. All "approved" requests must accompany a certificate of insurance naming the Barrington Park District as additionally insured and payment of \$25 per item (dunk tank charge is \$50). The rental company and the patron shall provide a certificate of insurance verifying \$1,000,000 minimum general liability insurance naming the Barrington 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. Patron's insurance shall be primary insurance as respects the Barrington Park District. Any insurance or self-insurance maintained by the Barrington Park District shall be in excess of patron's insurance and shall not contribute with it. For the patron to purchase "individual" insurance, please visit the Park District website, www.barringtonparkdistrict.org. On the bottom of the page, right click on "Rentals" and then right click on "Event Helper.com."
15. **If renting a tent, all tents must be weighted or barreled not staked.** Any rental equipment, i.e. tents, tables, chairs, etc. is to be picked up when the rental ends. If rental equipment is not picked up after the rental, any & all equipment will be stored outside not inside the facility. The Barrington Park District is **NOT** held liable for any rental equipment left out overnight.
16. Youth activities require a 1 to 10 adult/youth chaperone ratio. Adults must be 25 years old or older and must be present at all times during the event.
17. That this agreement for use of the Barrington Park District facility(ies) will not be entered into by the Barrington Park District unless said Agreement is signed by an authorized representative or agent of User and delivered to the Office of the Barrington Park District at the above address with full payment and appropriate security deposit.
18. That 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 herein before designated (30 days for the Jewel Tea Pavilion). If this Agreement is so canceled prior to (1) week (30 days for the Pavilion), User will be issued a refund minus a 10% processing fee. If a cancellation is requested less that (1) week (30 days for the Pavilion) no refund will be issued.
19. It is fully understood and agreed by the parties that User shall fully defend, indemnify and hold harmless the Barrington 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.
20. User shall provide a certificate of insurance verifying \$1,000,000 minimum general liability insurance naming the Barrington 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 use a preapproved caterer to provide and serve the alcohol. Dram Shop and Liquor Liability insurance must also be provided. Caterer's insurance shall be primary insurance as respects the

Barrington Park District. Any insurance or self-insurance maintained by the Barrington Park District shall be in excess of User's insurance and shall not contribute with it.

User's insurer shall agree to waive all rights of subrogation against the Barrington Park District.

This insurance requirement may be waived or modified upon written approval by the Barrington Park District.

- 21. If anyone requests to rent a facility for a program that the park district currently offers, the Barrington Park District reserves the right to deny the rental due to a "conflict of interest".
- 22. User shall comply with any and all applicable rules, regulations, ordinances and permit procedures.
- 23. This rental agreement may be revoked at any time at the discretion of the Barrington 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 User.
- 24. 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.
- 25. This agreement may not be assigned by User without the Barrington Park Districts prior written consent.
- 26. 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.
- 27. Interpretation of this agreement shall be governed by the laws of the State of Illinois.

Signature of person, 25 yrs. old or older, who will arrive at opening time, remain until closing time, and be held responsible for the proper conduct of the group as specified in the rental rules & regulations which have been read & will be adhered too. Any additional time or damages to park district property will be automatically charged to credit card on file or loss of security deposit. I HAVE READ AND FULLY UNDERSTAND THE GENERAL RENTAL RULES, REGULATIONS & WAIVER, warning of risk, assumption of risk and waiver and release of all claims.

Date: _____

User: _____

Signature: _____
(a duly authorized representative)

Printed name: _____

Address: _____

Phone: (H) _____ (B) _____

Barrington Park District Authorized Signature by: _____ Title: _____