

## GENERAL POLICY AND CONDITIONS FOR GROUP OR ORGANIZATIONAL USE OF THE BANNOCKBURN OPEN SPACE SHELTER

The policy of the Village of Bannockburn shall be to allow use of the Bannockburn Open Space Shelter located at 2245 Telegraph Road ("**Shelter**") by individuals, groups, and organizations ("**Users**"), subject to compliance with the rules and regulations pertaining to the use of the Shelter set forth in this Policy ("**Rules and Regulations**").

The individual signing the application requesting permission to use the Shelter for a User ("**Permittee**") acknowledges that the Village obtained an OSLAD Grant from the Illinois Department of Natural Resources ("**IDNR**") to finance a portion of the construction costs of the Shelter. Use of the Shelter shall, therefore, comply with the conditions and restrictions imposed by the IDNR for the OSLAD Grant.

Permission to use the Shelter shall not constitute Village endorsement of the subject matter of the use or the beliefs and policies of the User.

The Village of Bannockburn has adopted the following Rules and Regulations regarding use of the Shelter:

### RULES and REGULATIONS

#### A. Application

1. No User shall be permitted to use the Shelter unless such User has applied for and obtained a permit from the Village of Bannockburn. An application for use of the Shelter shall be filed with the Village at least 30 days before any proposed use.
2. The Permittee shall be responsible for reviewing these Rules and Regulations and ensuring that the User follows such Rules and Regulations. The Permittee shall maintain the permit for the period of the approved use.
3. The Permittee shall be at least 21 years of age. The Permittee, or the Permittee's designated representative, shall be present at the Shelter during the period of the approved use and shall be responsible for all actions of the User, including without limitation monitoring the use of the Shelter and equipment and adequately supervising all Users of the Shelter, including minors.
4. The Permittee shall submit with the application a signed Hold Harmless Agreement, pursuant to which the Permittee shall assume responsibility, and defend the Village, at Permittee's expense, for any injury or damage resulting from the use of the Shelter.
5. The Permittee shall be required to sign an inspection checklist at the time of rental of the Shelter. **The Permittee shall allow at least 15 minutes for this pre-rental inspection.**
6. The Village reserves the right to refuse the use of the Shelter by any User that has previously violated these Rules and Regulations.

**B. General Regulations Regarding Use of the Shelter**

1. The Village of Bannockburn shall have priority to use the Shelter.
2. The Village shall impose an hourly fee for use of the Shelter, in the amount set forth in Section C of these Rules and Regulations.
3. The Shelter shall be available for use from 9:00 AM to dusk daily.
4. Regularly scheduled meetings shall not be permitted in the Shelter.
5. No more than 49 persons shall be permitted inside the Shelter at any given time.
6. Use of the Shelter shall be in compliance with all federal, state, and local laws, ordinances, rules, and regulations including without limitation applicable pyrotechnics regulations and the Americans with Disabilities Act of 1990, as amended from time to time.
7. GAMBLING OF ANY NATURE, EITHER INSIDE THE SHELTER OR OUTDOORS, SHALL NOT BE PERMITTED.
8. CONSUMPTION OF ANY ALCOHOLIC BEVERAGE, EITHER INSIDE THE SHELTER OR OUTDOORS, SHALL NOT BE PERMITTED UNLESS THE PERMITTEE OBTAINS PRIOR WRITTEN APPROVAL OF THE VILLAGE BOARD OF TRUSTEES.
9. USE OF TOBACCO PRODUCTS IN THE SHELTER SHALL NOT BE PERMITTED.
10. With the exception of support or guide dogs accompanying a disabled person, no animals shall be permitted in the Shelter.
11. No overnight functions shall be permitted at the Shelter.
12. The Village shall not be responsible for any lost or damaged property.
13. Village staff shall open and close the Shelter and shall have the right to monitor the activities at the Shelter to ensure that the User is complying with these rules and regulations.
14. The permit for use of the Shelter may be revoked by the Village at any time for any failure of the User to comply with these Rules and Regulations.
15. Any User that removes or damages Village property or equipment shall be responsible for reimbursing the Village for its costs incurred in repairing or replacing such property or equipment, and shall be subject to the payment of fines and any other penalty permitted by law.
16. Nothing shall be attached to the walls, ceiling, floor, furniture, equipment, or doors of the Shelter.

17. The picnic tables located on the veranda of the Shelter shall be available for use by the User.
18. The posting of any advertisement for a product or service shall be prohibited. No for-profit making activities (including without limitation sales of goods or services for the purpose of gain) shall be permitted by and User for the Shelter or Open Space.
19. Adequate adult supervision of any minor shall be provided at all times. The Village encourages a minimum adult to child ratio of 1:8.
20. Parking is limited at the Shelter, and Users are encouraged to car-pool or walk to the Shelter. Limited parking may be available north of the Shelter at the Village Hall. Parking in a manner that restricts the movement of emergency vehicles shall be prohibited and shall subject the violator to penalties in accordance with applicable law.
21. Motorized vehicles shall not be permitted on paths or grass unless the Permittee receives prior written approval from the Village Board of Trustees. In the event such approval is given, the Village shall require the Permittee to obtain and show evidence of additional liability insurance and damage deposit.
22. The use of electronic sound equipment, such as loudspeakers, public address systems, or amplifiers, or live bands shall not be permitted unless the Permittee has obtained the prior written approval of the Village Board of Trustees. Under no circumstance shall the use of such electronic sound equipment extend past dusk.
23. Interior access to the washrooms at the Shelter shall be restricted to the Users.
24. Use of the fireplace shall be subject to the following restrictions:
  - Use of the fireplace shall be restricted to the period between Labor Day and Memorial Day;
  - The Permittee or the Permittee's designated representative shall remain at the Shelter until the fire is completely extinguished.
  - Use of the fireplace shall be at the User's own risk.
25. The Village shall not be responsible for providing paper goods or other items necessary for serving refreshments.
26. The User shall be responsible for setting up the Shelter and outdoor area for its own use. The Village may provide limited tables and chairs, subject to availability. The User shall supply any additional equipment required for its use.
27. The User shall be responsible for cleaning and restoring the Shelter to the condition existing prior to its use. Any User that fails to satisfactorily clean up and restore the Shelter and outdoor area following its use shall be subject to

forfeit of the cleaning fee deposit required pursuant to Subsection C.3 of this Policy and payment to the Village of any additional costs incurred by the Village in cleaning the Shelter.

### **C. Fees, Deposit, and Insurance**

1. The hourly rental fee of the Shelter shall be \$50.00 for residents and \$100.00 for non-residents, with a minimum charge of \$100.00. Rental fees shall be charged in half hour increments. Fees paid for Shelter permits are non-refundable. Users desiring to secure a rain date must obtain and pay for a second permit.
2. The Permittee shall pay to the Village, at the time of application, a security deposit in the amount of \$200.00 for events with less than 50 attendees. For events with greater than 49 attendees, a Permittee shall pay to the Village, at the time of application, a security deposit in the amount of \$200.00 for every increment of 50 attendees or fraction thereof. Security deposits shall be refunded to the Permittee within ten working days following the rental, unless the Village determines that the deposit is required to reimburse the Village for any damages resulting from the Permittee's use of the Shelter.
3. In addition to the security deposit required in Subsection C.2 of this Policy, the Permittee shall pay to the Village, at the time of application, a cleaning fee deposit in the amount of \$50.00 for events with less than 50 attendees. For events with greater than 49 attendees, the Permittee shall pay to the Village, at the time of application, a cleaning fee deposit in the amount of \$150.00. The cleaning fee deposit shall be refunded to the Permittee within ten working days following the rental, unless the Village determines that the deposit is required to reimburse the Village for any cleaning costs incurred as a result of the Permittee's use of the Shelter.
4. In addition to the security deposit required in Subsection C.2 of this Policy and the cleaning deposit required in Subsection C.3 of this Policy, if the Permittee is planning on erecting a tent or other structure, the Permittee shall pay to the Village, at the time of application, an infrastructure deposit in the amount of \$500.00. The infrastructure deposit shall be refunded to the Permittee within ten working days following the rental, unless the Village determines that the deposit is required to reimburse the Village for any damages resulting from the Permittee's use of the Shelter.
5. The Village may require a Permittee to purchase and show evidence of Public Liability Insurance naming the Village of Bannockburn as an additional insured, in an amount not less than \$1,000,000.00 or Occurrence and Property Damage Insurance in an amount not less than \$500,000.00, or both.

**PLEASE BE CAREFUL AND CONSIDERATE  
WHEN USING THE SHELTER.**

**THANK YOU**

**Village of Bannockburn  
2275 Telegraph Road  
Bannockburn, IL 60015  
847-945-6080**

**APPLICATION FOR USE OF THE SHELTER**

***Please Print***

Date: \_\_\_\_\_

Organization / or Individual Name				
If applicable – Organization Representative's Name				
Address (Street, City, State, Zip)				
E-mail Address			Phone	
Purpose of Organization				
Are you a Not-For-Profit Organization?	Yes		No	
Purpose of the Organization (if applicable)				
Date Requested		Time: From		To

**(MINIMUM 30 DAYS PRIOR TO REQUESTED DATE IS REQUIRED)**

Nature of Activity/Event				
Estimated Attendance _____	Estimated Number of Vehicles _____			
Special Request(s) [ <i>which may require additional &amp; separate Village Board approvals</i> ]				

**As the authorized representative of the organization, I certify that I have read and understand the Rules and Regulations pertaining to the use of the Shelter and agree to abide by them.**

Signature of Applicant \_\_\_\_\_

Application For Use Approved By:	
Title:	Date:
Application Fee Paid (Min \$100 fee & \$50/hr for Residents / \$100/hr for non-residents)      \$	Amount of Deposit Paid (Security) (Cleaning) (Tent, etc.)      \$

Village of Bannockburn  
Bannockburn, IL 60015

**HOLD HARMLESS AGREEMENT**

(TO BE SUBMITTED WITH APPLICATION  
FOR THE USE OF THE SHELTER)

DATE:

\_\_\_\_\_

TO: Village of Bannockburn  
2275 Telegraph Road  
Bannockburn, IL 60015

RE: Use of the Village's Shelter

We/I

\_\_\_\_\_

(Name of individual, organization, or group)

("Participant") agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that the Participant or any third party may sustain as a result of the use of the Shelter. Further, the Participant shall, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that it may have against the Village and its officers, agents, servants, and employees, arising out of, connected with, or in any way related to the use of the Shelter. Participant shall, and does hereby, indemnify, hold harmless, and defend the Village and its officers, agents, servants, and employees from and against any and all claims of every kind, known and unknown, present and future, arising out of, connected with, or in any way related to the use of the Shelter.

It is further agreed and understood that the Village of Bannockburn assumes no obligation or responsibility in connection with the Participant's use of the Shelter. The Participant further agrees to assume all costs for damage to the Shelter and its contents during the period of the Participant's authorized use of the Shelter and as a result of such use of the Shelter and its contents.

Signature

\_\_\_\_\_

(Authorized representative)

Title

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, \_\_\_\_\_ a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally  
known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared  
before me this day and acknowledged that he/she/they signed and delivered said instrument as his/her/their  
free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day \_\_\_\_\_ 201 \_\_\_\_ .

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

(SEAL)