

349 W. Birchwood Morton, IL 61550 Phone: (309)263-7429

Email: <a href="mailto:info@mortonparkdistrict.com">info@mortonparkdistrict.com</a>
Web: www.mortonparkdistrict.com

### **COMMISSIONERS:**

Shaun Bill Kris Goergen Tate Kaiser Mike Kaluza Kip Taufer

# The Barn at Bull Run Rental Agreement

Name of Organization,	/Event:	
Person Making Applica	ation (name):	
Address:		Home Phone:
		Cell Phone:
Email Address:		
Date Requested:	Day of W	/eek:
Hours Requested:	Total Exp	pected Attendance:
This Organization is a:	Charity ( )	Religious ( ) School ( ) Service ( ) Commercial ( ) Other ( ) explain:
Is this group based wit	thin the Morton Pa	ark District? Yes() No()
	, Section XII. "a.") a	loses at 11:00pm (Pursuant to MPD and all guests must exit the building by
	rentals that will in	equires a separate, approved "Alcoholn nvolve consumption or possession of (initial)
	_	chandise sold? Yes ( ) No ( ) be used:



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Rental Fees

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Resident Deposit: A refundable damage and clean-up deposit of \$180.00 is required for all rentals made payable at the time of reservation. Depositors forfeit \$90.00 of the deposit if rental is cancelled. Depositors forfeit the full deposit amount if rental is cancelled with less than 7 days' notice.

Non-Resident Deposit: A refundable damage and clean-up deposit of \$360.00 is required for all rentals made payable at the time of reservation. Depositors forfeit \$180.00 of the deposit if rental is cancelled. Depositors forfeit the full deposit amount if rental is cancelled with less than 7 days' notice.

### Rental Fees (Due at time of reservation)

Resident Rental Rate	\$180/hr.
	. ,
Non-Resident Rental Rate	\$360 /hr.

# RULES FOR USE OF The Barn at Bull Run

It is understood that all individuals, groups and organizations using The Barn at Bull Run will comply with all ordinances and rules set forth by the Park District and all laws of the State of Illinois and ordinances of the Village of Morton.

- 1. A refundable deposit of \$180.00/\$360.00 is required for all rentals. Depositors forfeit \$90.00/\$180.00 of the deposit if the rental is cancelled. The FULL deposit will be forfeited if the rental is cancelled with less than seven days' notice.
- 2. The Barn at Bull Run staff are responsible for the setting up of tables and chairs for all rentals.
- 3. The group will vacate the building at the hour requested in the contract or forfeit the FULL deposit.
- 4. Any event where a D.J. is present, music is required to cease no later than 10:45pm. It is the renter's responsibility to ensure that their D.J. complies with this requirement.
- 5. Organizations using the facility may not use it as a mailing address or storage area.



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- 6. The person who completed the rental agreement must be in attendance at all times of the rental.
- 7. The person who completed the rental agreement should supervise all their participants and leave the facility in an acceptable condition which includes taking down all decorations and disposing of all trash in the outside dumpster. <u>Please leave dish towels in kitchen as we will</u> wash them.
- 8. Alcoholic beverages are <u>PROHIBITED BY LAW</u> without a separate, approved "Alcohol Usage Application". Violators will be prosecuted.
- 9. All proposed decorations on Park District property must be specified and approved in the rental contract. NO USE OF NAILS, STAPLES, or TAPE FOR DECORATIONS WILL BE ALLOWED ON THE WALLS, CEILING, OR RAFTERS.
- 10. No confetti, glitter, or bubbles are allowed inside the Barn at Bull Run.
- 11. NO SMOKING or vaping is permitted in the facility, or within 15 feet of any entrance.
- 12. All activities shall be family-oriented and appropriate for attendance by persons of any age.

## **Application Process**

- 1. Groups desiring to rent The Barn at Bull Run must make a formal application at the Morton Park District Office, 349 W. Birchwood or by calling the Park District at (309)263-7429.
- 2. Rental applications will be accepted no sooner than 18 months prior to the scheduled event. Applications must be submitted at least one week prior to the requested date.
- 3. All information requested by the Morton Park District must be submitted on the application and the Park District reserves the right to classify all organizations.
- 4. All rentals will be issued on a first-come, first-serve basis after Park District activities/programs have been scheduled.
- 5. An adult representative for all groups of minors must make application in person. An adult chaperone ratio of one adult per ten minors is required.
- 6. Proof of insurance identifying the Morton Park District as additionally insured may be required by the Morton Park District for any Commercial Enterprise.
- The supplying of inaccurate information in the application or violation of Park District rules will
  be cause for forfeiture of full deposit and revocation of the application as well as future
  applications.
- 8. The Morton Park District is not responsible for accidents, injury, or loss of individual's property on Park District Property.
- 9. The Morton Park District reserves the right to deny rental or subsequent use of any of its facilities or equipment.



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#### ASSUMPTION OF RISK AND WAIVER OF LIABILITY

In consideration for the participation of the below-referenced individual (the "participant") or individuals ("participants") in the booked rental set forth below and entry into and use of Morton Pool, Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities, I hereby release, covenant not to sue, discharge, and hold harmless the Park District, its Commissioners, employees, agents, contractors, insurers, attorneys and representatives, on behalf of myself and the participant(s), from and for any claims for any injury or damage to myself and/or the participant(s), including, but not limited to, personal injury, disability, death, illness, damage, property damage, loss, claim, liability, or expense, of any kind, that I or the participant(s) may experience or incur in connection with my or the participant(s)' attendance of and/or participation in Park District programs and/or use of Park District facilities, specifically including, but not limited to, the Park District program(s) set forth below and the use of the Morton Pool, Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities therefor ("Claims"), including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this assumption of risk, waiver and release includes and covers, but is not limited to, any Claims of myself and the participant(s) based on the actions, omissions, or negligence of the Park District, its Commissioners, employees, agents, contractors, insurers, attorneys and/or representatives.

In consideration for the participation of the participant(s) in the booked rental set forth below and entry into and use of the Morton Pool, Morton Recreation Center, Freedom Hall, Barn at Bull Run and any other Park District park(s) and/or facilities, I acknowledge and voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or the participant(s), on behalf of myself and the participant(s), including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I and/or the participant(s) may experience or incur in connection with my or the participant(s)'s attendance of and/or participation in Park District programs and/or use of Park District facilities, specifically including, but not limited to, the booked rental set forth below and the use of the Morton Pool, Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities therefor.

By signing this assumption of risk, waiver and release agreement, I agree for myself and/or for the participant(s) to follow all federal and state laws and regulations and all Park District rules and regulations ("Federal and State Regulations and Park District Rules") while participating in, attending and/or spectating at Park District programs and rentals, including, but not limited to, participating in, attending and/or spectating at the booked rental set forth below and using the Morton Pool, Morton Recreation Center, Freedom Hall, Barn at Bull Run and other Park District park(s) and/or facilities therefor.

I further understand and acknowledge that the Park District may immediately revoke my and/or the participant(s)' attendance at and/or participation in the booked rental set forth below or any other Park District program and/or my or the participant(s)'s use of the Morton Pool, Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities, at any time, for violation of and/or failure to follow and adhere to the Federal and State Regulations and Park District Rules.

#### RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of the Park District accepting the participant(s) for this booked rental, I hereby for myself, the participant(s) and the heirs, executors and administrators of myself and the participant(s), waive and release any and all rights, claims or causes of action which I and/or the participant(s) may have against the Park District for any loss, damage or injury arising out of any activity booked on Park District property. If a participant is a minor, I do further agree to indemnify and hold harmless the Park District, its

Commissioners, officers and employees, from any claim for any loss, damage or injury sustained by the minor, including reasonable attorney fees incurred in defense thereof. No participant herein has any physical disability which would prevent him/her from participating in this booked rental or which would be aggravated by participation in this booked rental. I and the participant(s) understand that no medical insurance is provided for rental participants, and I and the rental participant(s) agree to accept full responsibility in case of an injury. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS ABOVE-REFERENCED ASSUMPTION OF RISK, WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE AND RELEASE THE RIGHTS OF MYSELF AND THE PARTICIPANT(S) CONCERNING LIABILITY AS DESCRIBED ABOVE, ON BEHALF OF MYSELF AND THE PARTICIPANT(S).

Printed Name: _	
Signature:	
Date:	