



Facility Rental and Usage Policy

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INTRODUCTION

This policy contains general information and guidelines as set forth by the Plainfield Township Park District herein, thereafter this (District). It is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to the general policies and procedures described. Rather, this policy has been prepared as a general reference guide. The District reserves the right to unilaterally revise, supplement or discontinue any of the policies, guidelines, or procedures described in this policy.

When available, the District permits individuals, groups, and organizations to use its facilities for functions, meetings and events in order to facilitate public participation and to advance the interests of District through increased public support. Events hosted at the District must be educationally based, public service-oriented, or may be private functions approved by the District and within the guidelines stipulated in this policy. Facilities may be rented by any company or individual for fund-raising or promotional purposes through a special use permit and will require Executive Director approval.

Renters should be aware of the nature of the spaces they are using, and activities should be appropriate for such a setting. District facilities are limited and their use conditional. Thus, the District reserves the right to refuse facility rental due to concerns for the safety of the facility, its holdings and/or conflicts with the goals and purposes of the District. Events must not compete with, or detract from, the District's ongoing public activities. Moreover, the District shall not be held liable, and individuals and organizations using the District shall waive all claims, for injury or damage to person or property sustained by said organization or any guest of the renter resulting from or during the event.

DISCLAIMER

The District makes no representations whatsoever that any of its facilities and shelters are appropriate and/or compatible with any contemplated activity. Applicants and permit holders are solely responsible for determining if any facility or shelter is safe and appropriate for any intended use. Permit holders are expected to inspect any facility or shelter prior and subsequent to each use to identify any unsafe condition and shall promptly advise the District in writing of any perceived unsafe or dangerous condition.

The District reserves the right to refuse facility rental due to concerns for the safety of the facility, its holdings and/or conflicts with the goals and purposes of the District. Events must not compete with, or detract from, the District's ongoing public activities. Moreover, the District shall not be held liable, and individuals and organizations using the District shall waive all claims, for injury or damage to person or property sustained by said organization or any guest of the renter resulting from or during the event.

Renters should be aware of the nature of the spaces they are using, and activities should be appropriate for such a setting. District facilities are limited and their use conditional.

PROCESS FOR OBTAINING PERMITS

Indoor facilities - are eligible for private rental up to four months prior to the requested date. Renters are required to complete the following:

- Facility Rental Application and Agreement (*see Appendix A*)

Pool/Aquatics - is available for rental beginning May 1 or the first business day following for the reservation period of pool opening –pool closing. Renters are required to complete the following:

- Ottawa Street Pool Group Reservation Application OR Ottawa Street Pool Aquatic Facility Rental & Birthday Party Usage Application (*see Appendix A*)

Shelters - are available for rental beginning February 1 or the first business day following for the reservation period of April 15-October 15. Renters are required to complete the following:

- Shelter Reservation Form (*see Appendix A*)

Athletic Fields - are permitted and allocated in two time periods. This allocation is not intended to interrupt field assignments for teams and/or organizations during the course of a season that has already started.

Renters are required to do the following:

- Complete Athletic Field/Facility Use Application (*see Appendix A*)
- Sign and submit a Hold Harmless and Indemnity Agreement form (*see Appendix A*)
- Provide a certificate of insurance naming the “Plainfield Park District” as an “Additional Insured” prior to the issuance of a permit. Requirements listed on application.
- Submit a team roster (electronically in excel format) including a full listing of coach/player names and address. This information is required for verification of residency status.

Application Start Dates

Events/Dates

December 15

-affiliate organizations and all tournaments for the following calendar year.

2nd Monday in January

-all April through July field rentals

2nd Monday in June

-all August through November field rentals

CLASSIFICATION OF RENTAL USERS

Organizations that wish to use a District facility or field shall be subject to a rental fee depending on the classification of the organization. Fees for each classification are shown in Fee Schedule Appendix. The six (6) classifications of agencies, organizations, or individuals are as follows:

Class I – agencies, organizations, and groups that are closely related to the District. Entities in this category are exempt from facility rental fees, but may be subject to district staff fee and equipment fee for activities on District property. This Class I may include the following:

1. Agencies, organizations, and groups directly associated with the District, and conducting activities for District residents (e.g., Lily Cache Special Recreation Association “LCSRA” with approval by the Executive Director, Director of Recreation or their designee);
2. Agencies, organizations, and groups conducting staff development programs, joint District cooperative ventures, in-service or other job-related training classes (e.g. District Risk Management Agency “PDRMA”); and

3. Agencies, organizations, and groups whose primary purpose is to provide financial support to the District (e.g. Friends of the Plainfield Park District).

Class II - are non-profit, service-oriented organizations and groups or Affiliate organization and groups that directly serve District residents (minimal of 80% District residents required). Entities in this category may be required to pay a facility usage fee, district staff fee, and equipment fee for activities on District property. Additionally, in order to maintain a Class II status, an organization may be required to provide evidence of charter, budget, exemption status, and roster resident participation proof. This Class II may include the following:

1. Youth organizations (e.g. Boy Scouts of America, Girl Scouts of America);
2. Affiliate (e.g. Plainfield Athletic Club "PAC", Plainfield Jr. Cats "PJC", Plainfield Soccer Association "PSA").

Affiliate Status would also require adherence to the following:

- Have over 200 District residents involved in their programs.
- Have its own volunteer board with a set of bylaws adopted to guide the board in policy-making decisions.
- Be registered as an Illinois not-for-profit corporation, and provide a copy of your Annual Report to the Secretary of State and any required Annual Reports to the Internal Revenue Service, Illinois Department of Revenue, Illinois Attorney General; *(Note: Federal law requires most tax-exempt nonprofit organizations to allow public inspection of their recent federal annual information returns (e.g. IRS Form 990 and Form 990 Schedule A) and their application for tax-exempt status (e.g. IRS Form 1023 or 1024))*
- Provide a summary of their annual budget showing all anticipated revenue, expenditures, and schedule of fees.
- Have established by-laws that must be compatible with the District's philosophy.
- Conduct background checks on Managers, Coaches, Board of Directors, and any other persons, volunteers, or hired workers who provide regular service to the organization and/or have repetitive access to, or contact with, players or teams. Anyone convicted of a crime involving moral turpitude shall not be allowed to work or volunteer with the organization.
- Have a "Code of Conduct" for coaches, administrators, players, and parents
- Appoint one or two Group Representatives to serve as the liaison between the group and District for purpose of scheduling, planning, and dealing with problems and issues that may arise. The Group Representative is expected to attend the District's annual athletic organization meeting. All correspondence between the organization and District shall be communicated through the designated District team member.
- Agree and understand that neither the group nor its officials, officers, members, employees or volunteers (collectively "group") are entitled to any benefits or protections afforded employees or volunteers of the District and are not bound by any obligations as employees of the District. The group will not be covered under provisions of the unemployment compensation insurance of the District or the workers' compensation insurance of the District and that any injury or property damage arising out of any group activity will be the group's sole responsibility and not the District's. Also, it is understood that the group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the District and therefore, the group will be solely responsible for its own actions. The District will in no way defend the group in matters of liability.
- Require signed and dated waivers be completed by all participants (in the case of minors, by their parent or legal guardian) carrying language as specified by the District below:

“In consideration of the permission extended to the undersigned to participate in _____ and for other good and valuable consideration, the undersigned voluntarily, knowingly, and expressly assumes the risk and liability and fully and forever release, discharge, indemnify, defend and hold harmless the District, its Board, officers, employees, volunteers, successors and assigns, from and against any and all claims, causes of action, bodily or personal injury claims, causes of action, bodily or personal injury claims, property damages, liability, costs, expenses including but not limited to attorneys’ fees, the undersigned now has or which may hereafter accrue, on account of, arising out of or in any manner relating to the undersigned’s participation in _____.”

- Agree and understand that the group is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any group position and/or activity and that the District is not responsible for any hiring or retention decision.
- Agree and understand that all fees, charges, general revenue, refunds, and expenditures shall be handled by the group, with bank accounts in the group’s own name.
- Comply with the Abused and Neglected Child Reporting Act as required by the statute.
- All activities sponsored by the group shall not discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, political affiliation, or gender. The organizations agree that it will not discriminate on the basis of disability and will comply with the Americans with Disability Act, as well as abide by all applicable State/Federal laws including Child Labor Laws.

Note: *Each organization’s affiliate status will be reviewed on an annual basis by the District. The number of affiliate organizations may be limited based upon available District resources.*

Class III – non-profit and taxing or governmental agencies that directly serve District residents. Entities in this category will be required to pay a facility usage fee, district staff fee, and equipment fee for activities on District. This Class III may include, but is not limited to, the following:

1. Churches and religious groups
2. Municipalities (Plainfield and Joliet)
3. Plainfield School District 202
4. Plainfield Fire Protection District
5. Plainfield Public Library
6. Townships (Plainfield and Wheatland)
7. YMCA

Note: *If the activities of the above groups do not directly serve District residents, Class IV rental rates apply.*

Class IV - are resident businesses, organizations, or individuals whose primary address is within the boundaries of the District. Entities and individuals in this category will be required to pay a deposit, facility usage fee, district staff fee, and equipment fee for usage of any District property. This Class IV may include the following:

1. Resident Individuals/Businesses
2. Home Owner Associations
3. Non-affiliate youth and adult organizations and teams (e.g., community sports teams or programs who have a participation/roster of 70% residency)
4. Political Individuals / Organizations based within boundaries (e.g., area legislators and elected officials) District Residents
5. Class IV entities not qualifying under Class III.

Note: *If the any of the above is running a rental as commercial or profit (e.g., profitable tournaments, fundraisers, or activities in which a profits is derived, Class VI rental rates apply.*

Class V - are non-resident businesses, organizations, or individuals whose address outside the boundaries of the District. Entities and individuals in this category will be required to pay a deposit, facility usage fee, district staff fee, and equipment fee for usage of any District property. This Class IV may include the following:

1. Non-Residents Individuals/Businesses
2. Non-resident youth and adult organizations and teams
3. Churches and religious groups other than those that fall under Category III

Class VI - include all commercial, for-profit individuals, organizations or groups regardless of the purpose for their use of District facilities and property. The fact that a for-profit individual, organization or group will donate profits or proceeds to the District or a public charity does not change their classification as a Class VI organization. Entities and individuals in this category will be required to pay a deposit, facility usage fee, district staff fee, and equipment fee for usage of any District property.

RENTAL RULES ANDS PROCEDURES

Reservations - Reservations must be made at least 10 business days in advance. Full payment is due at the time of reservation. **Applicants must be 21 or older.** The applicant is required provide a photo ID and to sign the application. Inquiries and application for rental use of the District facilities and shelters should be made through the designated District staff. At the time of application, and before any final decision may be made by the District staff, each organization or individual must provide a completed application and use agreement including: full information concerning the type and purpose of the event being planned, as well as time, number of guests, name of caterer (if applicable), name of individual or organization's representative responsible for payment of fees and damages.

Confirmation of the reservation for use of District facilities or shelters may be assumed only after receipt by the District staff of a signed copy of the appropriate Use Agreement and the full rental fee. The agreement will be sent to the renter stating the date and nature of the event as well as the rental fee. When properly signed and returned to the District staff along with the full rental fee, and subsequently signed by the District staff, the Agreement shall serve as a binding agreement between the applicant and the District. A copy of the signed agreement will be sent to the renter along with a copy of the receipt for payment. The receipt will act as the permit for use and must be with the renter during the rental on site. Use is restricted as stated in the appropriate agreement, established time limits must be strictly adhered to, and any change must be approved **in advance and in writing** by the District staff.

Any agreements requiring additional fees such as special use request, large groups (100 plus), or business rentals must also be approved by the Director of Recreation.

The District will charge fees to recover costs to operate, maintain and administer the use of facilities.

Food and Beverage - Renters must provide their own food and beverages or they may utilize professional catering. Renters are responsible for their own catering, linens, dishes, and catering supplies. Any equipment or decorations brought on site must be delivered and picked up within the reserved time.

Kitchen Use - Kitchen use is allowed in designated facilities per the facility usage agreements. (may require an additional fee)

1. Renter is responsible for the condition of the kitchen and for the caterer in charge of renter's event. Linens/Towels/Cloths/Dishes/Utensils are the responsibility of the renter.

2. Kitchen must be returned to the same condition in which it was found at the beginning of the event.
3. Renter shall be responsible for clean-up cost if done by the District.
4. District facility attendant must sign off on kitchen before the deposit can be refunded.

Alcohol Usage - Alcohol is permitted in District facilities and shelters only when a special use permit has been completed per District ordinances and approved by the Director of Recreation. All renters must:

1. Submit proof of event insurance and secure appropriate licensing per the municipality in which it is located and the State of Illinois when applicable. The District has the ability to work with the renter to secure additional insurance if such coverage is not currently possessed.
2. The serving of alcohol will be limited to weekend Friday evening and Saturday and Sunday rentals in designated facilities and shelters.
3. Alcohol will not be permitted while other programs and events are being conducted in the host facility.
4. Alcohol will not be allowed outside of the permitted use area and will not be allowed in common building areas, outside of the designated rental premises, or in the parking lot.
5. Cost of security is the responsibility of the renter and will be secured by the District and charged back to the renter at a rate of direct cost plus 25%.

The District reserves the right to deny any alcohol usage at its sole discretion.

Cancellations, Permit Changes, Reschedules, New Requests

All cancellations set forth by the renter must be in writing and will be subject to a cancellation fee. If the cancellation request is not received at least 5 business days prior to the party NO REFUND will be issued.

Any permit changes, reschedules or new requests for use of District facilities must be submitted in writing by the designated Group or Designated Group Representative a minimum of ten (10) business days prior to the requested use date. Scheduling requests received less than five (5) business days prior to the requested use date will be processed as resources allow. Scheduling of facilities and shelters will be based on availability.

A rental may be cancelled at any time by the District to ensure the safety of all guests. Examples include, but not limited to: power outage, maintenance issues or other unsafe conditions. In the event we cancel your rental, you may request an additional make-up date or receive a full refund. Every attempt will be made to reschedule, however due to other scheduling commitments, space availability cannot be guaranteed. Only one (1) rescheduling of a rental is permitted under normal circumstances and must contact the district within five days of the original rental date. A rental that cannot be rescheduled will be cancelled.

GENERAL INDEMNIFICATION

The renter agrees that it will pay for all damages to any property of the District resulting directly or indirectly from the conduct of any member, officer, employee, agent or guest of the organization, or any of its invitees. The renter also agrees that it will hold harmless and indemnify the District from and against any and all liability which may be imposed upon it for any injury to persons or property caused by the renter or any other person in connection with the renter's use of the facility named in this agreement.

Businesses and Organizations agree and understand that neither the group nor its officials, officers, members, employees or volunteers (collectively "Group") are entitled to any benefits or protections afforded employees or volunteers of the District and are not bound by any obligations as employees of the District. Groups will not be covered under provisions of the unemployment compensation insurance of the District or the workers' compensation insurance of the District and that any injury or property damage arising out of any Group activity will be the group's sole responsibility and not the District's. Also, it is understood that the Group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the District and therefore, the Group will be solely responsible for its own actions. The District will not defend the group in matters of liability.

The Facility Manager will interpret the language of the Facility and Shelter Rental and Usage Policy as established by the District. An appeal of the Facility Manager's decision may be made to the Director of Recreation and must be submitted in writing with justification within ten (10) business days from the decision. The Director of Recreation will make a final decision within five (5) business days of the submitted appeal. Any other further action would need to be submitted to the District Board of Commissioners by the next eligible Board meeting.