

**City of Jacksonville – Community Park Center (CPC)**  
**RECREATIONAL FACILITIES LEASE AND INDEMNIFICATION AGREEMENT**

Lease date: \_\_\_\_\_ Purpose of Event: \_\_\_\_\_

This agreement, made and entered into the date below, by and between the City of Jacksonville, Illinois, hereinafter referred to as the "CITY," and \_\_\_\_\_ hereinafter referred to as "LESSEE."

**WITNESSETH:**

1. For and in consideration of the payments made by the LESSEE, the CITY covenants and agrees to allow the LESSEE to use the above-specified property on the specified dates for the specified hours.
2. The LESSEE agrees to the strict adherence of the above-specified date(s) and hour(s), as well as the rules and regulations set forth for the use of said property/facility.
3. The CITY agrees to furnish all utilities, maintenance and other services necessary to keep said property/facility in a usable condition.
4. The LESSEE agrees to pay a rental rate, due and payable in full when this agreement is signed, for a time between:  

<u>8:00 a.m. to 5:00 p.m., Monday through Thursday:</u> \$150	<b>COMMERCIAL RATES:</b> <u>Monday through Thursday:</u> \$250
<u>5:00 p.m. to Midnight, Monday through Thursday:</u> \$150	<u>Friday, Saturday or Sunday:</u> \$300
<u>8:00 a.m. to Midnight, Friday, Saturday or Sunday:</u> \$200 Non-For-Profit organizations (Must present Not-for-Profit documentation when signing contract.) \$250 All others except commercial	

Cancellations that occur less than sixty (60) days prior to the scheduled lease date will be refunded to LESSEE at fifty percent (50%) of the pre-paid rental fees.

5. The LESSEE agrees to pay a security deposit in the SAME AMOUNT AS THE RENTAL FEE OR NO LESS THAN \$150.00, said payment to be made at the time the key to the premises is obtained in the City Clerk's Office. LESSEE shall be responsible for maintaining the premises in the same condition that existed at the time the lease term commenced, and shall be responsible for all clean-up upon conclusion of the lease term. Following the lease term, the Superintendent of Parks and Lakes Department shall inspect the premises. If the condition of the premises meets his approval, the full security deposit shall be refunded upon return of the key to the premises at the City Clerk's Office.

6. The City Clerk, with concurrence of the Parks and Lakes Committee, reserves the right to waive the requirements of Paragraphs 4 and 5 herein, provided that the prospective LESSEE executes a substitute Recreational Facilities Lease and Indemnification Agreement acceptable to the City of Jacksonville.

7. In the event the terms of this agreement are not followed by the LESSEE, the CITY reserves the right to deny the LESSEE future rental of the facility.

8. In the event the Parks and Lakes Committee of the City Council of the City of Jacksonville pass and approve new rates for the Community Park Center, the LESSEE will be subject to pay the approved rates. All contracts signed prior to the effective date of the resolution that sets forth the new rates will be subject to pay the approved rates. The City Clerk, in writing, will notify said LESSEE of the new rates passed by Council and any additional rates shall be payable by the LESSEE within one week of said notification.

9. The LESSEE does hereby covenant and agree to indemnify and save harmless the CITY from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all of its operations hereunder and does hereby agree to assume all risk in the operation of this AGREEMENT hereunder and shall be solely responsible and answerable for any and all accidents or injuries to persons or property.

IN WITNESS WHEREOF, the parties hereto have caused this instrument and copies of like tender and date, to be executed in their respective names by the respective authorized officers, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF JACKSONVILLE	LESSEE:	
Mayor: <u>Andy Ezard</u>	Name: _____	
ATTEST:	Address: _____	
City Clerk: <u>Skip Bradshaw</u>	Phone: _____	Cell: _____

Rental Fee Paid: \$ \_\_\_\_\_ CR #: \_\_\_\_\_

**Community Park Center**  
**1309 South Main Street**  
**Jacksonville, Illinois 62650**

The Community Park Center (CPC) was built in 2003 and is the main office of Parks Caretaker Adam Fletcher. The CPC is available to reserve throughout the year for special events and gatherings. To reserve please refer to the information below:

**To reserve the CPC please contact:**

- ◆ The City Clerk's Office between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday at (217) 479-4613
- ◆ An agreement must be signed and payment made within five (5) days of reservation. Please contact the City Clerk's Office *prior to completing an agreement to ensure dates requested are available*
- ◆ A security deposit in the SAME AMOUNT OF THE RENTAL FEE OR NO LESS THAN \$150.00 is required at the time the key to the premises is obtained
- ◆ **Cancellation policy:** Rental fees will be refunded in full if reservation is cancelled at least 60 days prior to event; half of the rental fee will be refunded if cancellation is received less than 60 days prior to event

**Accommodations:**

- ◆ Seating for approximately 125
- ◆ 26 6-foot long gray topped tables with seating for up to 8 per table
- ◆ 100 gray cushion chairs
- ◆ 100 beige folding chairs
- ◆ 1 speaker podium
- ◆ 1 U.S. flag and stand
- ◆ Handicap-accessible restrooms
- ◆ Kitchen facilities – refrigerator/freezer, microwave oven, three-compartment sink, ice machine, interior and exterior serving window

**Rules and regulations:**

- ◆ NO ALCOHOL IS ALLOWED AT ANY TIME on the premises or in the park
- ◆ Decorations will be limited to tables only. No tape, thumbtacks, screws, nails or wire is to be used on the floors, walls, ceiling or windows inside or outside the Center
- ◆ All events are to be concluded by midnight
- ◆ Dances and bands are not allowed
- ◆ Lessee sets up and takes down tables and chairs, and is responsible for ensuring the facility is properly cleaned and left in the same condition as found
- ◆ *Failure to comply with the rental agreement may result in the forfeiture of deposit and denial of future rental requests.*

**Rental Fees:**

- ◆ 8:00 a.m. to 5:00 p.m. Monday through Thursday ~ \$150.00
- ◆ 5:00 p.m. to Midnight Monday through Thursday ~ \$150.00
- ◆ 8:00 a.m. to Midnight Friday, Saturday or Sunday
  - ◆ Not-For-Profit organizations (Must present documentation) ~ \$200.00
  - ◆ All others except commercial ~ \$250.00
- ◆ COMMERCIAL RATES:
  - ◆ Monday through Thursday ~ \$250.00
  - ◆ Friday, Saturday or Sunday ~ \$300.00