

**City of Jacksonville – McGee Spaulding Pavilion, Nichols Park**  
**RECREATIONAL FACILITIES LEASE AND INDEMNIFICATION AGREEMENT**

Lease date and time: \_\_\_\_\_ 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 the rental rate, due and payable in full when this agreement is signed:  
 \$200 Non-For-Profit organizations (Must present Not-for-Profit documentation when signing contract.)  
 \$250 All others

Pavilion hours are 8:00 a.m. to 10:00 p.m. Monday through Thursday, and 8:00 a.m. through Midnight Friday, Saturday and Sunday. 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, 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, or his designee, 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 McGee Spaulding Pavilion, Nichols Park, 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:  
Mayor: ANDY EZARD

LESSEE:  
Name: \_\_\_\_\_

ATTEST:  
City Clerk: ANGELA SALYER

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

**RULES AND REGULATIONS FOR USE OF CITY PROPERTY**

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**MCGEE SPAULDING PAVILION  
NICHOLS PARK  
JACKSONVILLE, ILLINOIS**

Located on the south side of the main entrance to Nichols Park, the historic Pavilion provides year-round comfort for indoor gatherings. A beautiful hardwood floor, kitchen, portable stage, rest rooms, heating/air conditioning, tables and chairs for seating approximately 200 people and the expansive porch make the Pavilion an excellent gathering place. In order to keep the facility in excellent condition for all patrons, please observe the following rules and regulations:

- ◆ NO ALCOHOL IS ALLOWED ON THE PREMISES OR IN NICHOLS PARK
- ◆ Decorations will be limited to the TABLES ONLY. There is to be NO tape, thumbtacks, screws, nails or wire used on the floors, walls, ceilings or windows, inside or outside the Pavilion
- ◆ All events are to be concluded by midnight
- ◆ Lessee sets up and takes down tables and chairs
- ◆ All trash is to be put in trash bags and placed in trash receptacles

The building is furnished with:

- ◆ Small kitchen area with sink
- ◆ Folding tables and chairs
- ◆ Heating/air conditioning
- ◆ Electricity
- ◆ ADA compliant access to the building and restrooms

RESERVATIONS: Accepted in the City Clerk’s Office one calendar year in advance.

FEES:           \$200 Non-For-Profit organizations (Must present Not-for-Profit documentation when signing contract.)  
                  \$250 All others

Rental fees and completion of the contract are due and payable within five (5) business days of booking the Pavilion. A security deposit in the same amount as the rental fee is due at the time the key for the premises is obtained. Keys are to be obtained from the City Clerk’s Office the afternoon of a weekday booking, or Friday afternoon before a weekend booking, between the hours of 1:00 p.m. and 4:30 p.m. and are to be returned within 48 hours after the reserved date.

CANCELLATION POLICY: Fifty percent (50%) of the prepaid rent will be forfeited if the cancellation is made less than 60 days prior to the scheduled lease date.

*Failure to comply with all rules and regulations of this rental agreement may result in the forfeiture of deposit and denial of future rental requests.*

