

For Township Use Only – 815-385-5605 Fax# 815-385-5671

Rental Paid (Date) / /	Rental Amount \$	Receipt #	Date Scheduled in OT / /	Scheduled By
Deposit Paid (Date) / /	Deposit Amount \$	Receipt #	Key #	Host Liq. Liability? Y N

RENTAL AGREEMENT **FOR USE OF TOWNSHIP FACILITIES**

McHenry Township is pleased to make available its facilities for use by the public. The use of the Township facilities are available on a first come, first serve basis. Any individual, group, or organization that completes this Agreement may use the facility if the proposed use is approved. You and/or your group's use of the Township facilities described in this Agreement are subject to the terms and provisions of this Agreement as well as all other applicable Township ordinances, rules, and regulations. Township facilities cannot be used for commercial purposes.

_____ **Print Name**

_____ **Street Address**

City _____ **State** _____ **Zip Code** _____

Phone number(s): Home _____ Work/Cell _____

EMAIL: _____

_____ **RESIDENT** _____ **NON-RESIDENT**

1. WHICH TOWNSHIP FACILITY DO YOU WISH TO USE?

Township Hall

Seating Capacity (200)

_____ Johnsburg Rm

_____ McHenry Rm

Recreation Center

Non For Profit (Functions only)

_____ Lakemoor Rm

_____ Wonder Lake Rm

Whispering Hills Community Center

Seating Capacity (80)

_____ Whispering Hills Hall

McHenry Township Park

_____ Shelter # 1 2 3 4 5 6 7 8

2. WHICH DAY(s) DO YOU WISH TO RESERVE FOR YOUR USE?

3. DURING WHAT HOURS WILL YOU BE USING THE FACILITY?

_____ Till _____ Hall must be vacated no later than:
12:00 Midnight

4. **WE NEED INFORMATION ABOUT YOUR INTENDED USE:**

a. *Describe in detail your intended use of the Township facility:*

b. *Describe the number of people you anticipate attending your use:*

c. *Will alcohol* be served at your function?* *Yes* *No*

***If alcohol is going to be served at your function on Township property, the alcohol must be provided free of charge. No fee or other charge or exchange of services can be provided for as a condition of receiving alcohol. Evidence of host liquor liability insurance coverage must be provided naming the Township and its officials as an additional insured with policy limits of \$1,000,000 per event. Insurance must be in the name of the person or organization renting the facility.**

***** No cancelations 48 Hours prior to Event*****

****If you checked No and alcohol is found at your function, the Township reserves the right to terminate the function immediately and your total deposit will be withheld. This will be monitored.**

d. *Do you, or the group that you represent, have insurance coverage under a general liability insurance policy?* *Yes* *No*

If yes, please attach a copy of that policy to this Agreement. The Township may request that you contact your insurance provider and request that the Township be named as an additional insured for the day(s) of your intended use.

e. *If you are using the Town Hall for your function, please see attached addendum for additional costs and requirements.*

General Terms and Conditions:

5. **RENTAL PAYMENT.** The undersigned agrees that the undersigned shall be responsible for payment of the rental amount as follows: see fee schedule attached. Payment made within two weeks of event must be made in cash or money order. The undersigned also affirms and warrants that, if acting upon and under the authority of a specific organization, that organization shall also be responsible for the rental payment and shall be bound by all of the terms and provisions of this Agreement. The undersigned represents and warrants that he/she has authority to act on behalf of the organization and bind the organization to the terms and provisions of this Agreement.

6. **SECURITY DEPOSIT.** There shall be a security deposit paid in the amount of \$ _____ in cash or certified check to be held by the Township as security for performance of all of the terms and provisions of this Agreement. Upon full performance by the undersigned of all of the obligations due under this Agreement, the security deposit shall be returned to the undersigned. The security deposit does not bare interest. The primary reason for retaining a security deposit is to make sure that the undersigned returns the Township facility to its original condition prior to the use of the facility. **Any breach of any of the terms and provisions of this Agreement may result, in the Township's discretion, in the complete forfeiture of the entire security deposit.** In addition, the forfeiture of the security deposit shall not prevent the Township from taking any legal action that may be necessary to recover any costs and damages incurred as a result of the undersigned's use of the Township facility. **The Security Deposit will be refunded by mail after rental premises have been checked for any damages.**
7. **KEYS. Keys must be picked up one day prior or the day of reservation.** The key must be returned the next business day. There will be a **\$50** fee if the township must open the doors because renter failed to pick up a key. There is a **\$50** fee for lost keys.
8. **ALCOHOL.** If the undersigned has indicated pursuant to this Agreement that alcohol will not be served during the undersigns use of the facility, the undersigned is reminded, once again, that no alcohol shall be present at any time during the function. If people attending the function bring their own alcohol, the undersigned shall be responsible for advising those individuals to immediately leave the facility. If the undersigned has indicated above that alcohol will be served—**BUT NEVER SOLD**—during the function, the undersigned represents and warrants, that he/she has obtained the host liability insurance coverage as required by this Agreement. It is expected that the undersigned shall be responsible for monitoring alcohol use of those people attending the function and will act responsibly in monitoring that use. No one attending any function shall be allowed to leave the premises with any container of alcohol, open or closed, of any kind (other than the individual(s) responsible for bringing and removing the alcohol to the function).
9. **LIMITATION OF LIABILITY.** The Township shall not be liable for any damage occasioned by failure to keep the facility in repair and shall not be liable for any damage caused by any part of the facility or premises. The undersigned agrees to indemnify and hold harmless the Township from any damages or causes of action of any kind that might occur as a result of the undersigned's use of the facility. Furthermore, the Township shall not be liable for any damages of any kind in the event the Township facility becomes unusable by the undersigned for whatever reason.
10. **COMPLIANCE.** The undersigned will in every respect comply with the terms and provisions of this Agreement, as well as the ordinances, rules and regulations of the Township, as well as with all applicable laws, including the laws of the any municipality in which the Township facility is located.

11. **DEFAULT BY USER.** If any default is made in the payment of the required rent, or security deposit, or in any of the terms and provisions of this Agreement, the Township may at any time declare this Agreement terminated and prevent the undersign's use of the facility, as well as the use of any Township facility in the future.
12. **NO SMOKING.** No smoking of any kind shall be permitted in any Township facility. This provision shall be strictly enforced.
13. **NO PETS OR ANIMALS.** No pets or animals shall be allowed during the undersigned's intended use of the Township facility unless otherwise authorized in writing by the Township.
14. **VACATE PREMISES.**
 - All rentals must allocate an hour for tear down and begin at **11:00 pm.**
 - All guests must be out of facility and off McHenry Township premises no later than **Midnight.**
 - Additional cleaning fees may apply and deducted from your deposit for spills, stains or additional trash pickup in facility or on Township grounds.
 - Actions such as: going over hours, over capacity or facility and park damage will be subject for withholding the rental deposit.
15. **Hall set up** – Renter is responsible for both setup and breakdown of all tables and chairs. Tables and chairs must be stacked on the carts the way they were found and returned to storage rooms.
16. **PAYMENT OF COSTS.** The undersigned covenants and agrees to pay all of the Township's reasonable attorney's fees, costs and expenses with respect to the Township's enforcement of the terms and provisions of this Agreement. Any litigation involving the terms and provisions of this Agreement shall take place in 19th Judicial Circuit, McHenry County, Illinois.

I the undersigned do hereby acknowledge, represent, and warrant that I have read the above terms and provisions of this Agreement, that I understand them, and that I agree to abide by the terms and conditions.

Signature

Date

Non-for-Profit Groups Only

Name of Organization represented by undersigned:

Brief description of purpose of Organization:

Organization's Address: _____

Names of Officers of Organization:

President/Director: _____

Address: _____

Phone Number: _____

Vice President/Director: _____

Address: _____

Phone Number: _____

Secretary/Director: _____

Address: _____

PhoneNumber: _____

Treasurer/Director: _____

Address: _____

Phone Number: _____

I, the undersigned do represent and warrant that I have authority to act on behalf of the above named Organization and in doing so I acknowledge that I am making that Organization responsible for the terms and provisions of this Agreement.

Signature

Date

Print Name

Addendum for Town Hall

Alcohol

- Private Security will be required at your event if alcohol is served for **\$300** and is nonrefundable and is due with your deposit.
- Alcoholic beverages are prohibited from being served after **11pm** in the facility or on Township grounds.
- Bottled Alcohol drinks must be poured into and served with plastic cups.
- Alcohol beverages of any kind are not allowed in any open space, including picnic shelter or the exterior of the rental facility.
- Serving alcohol anyone under the age of 21 is cause for a rental to be immediately terminated and deposit withheld.
- No fee or other charge or exchange of services can be provided for as a condition of receiving alcohol.
- Evidence of host liquor liability insurance coverage must be provided naming **McHenry Township and its officials** as an additional insured with policy limits of **\$1,000,000** per event. Insurance must be in the name of the person or organization renting the facility.
- McHenry Township will review each rental requesting that alcohol be allowed. McHenry Township reserves the right to deny any group permission to serve or have alcohol on the premises.

Security

- Private security will be arranged for **\$300** and will be required at your event when alcohol is being served.
- Security will be arranged through McHenry Township and is the financial responsibility of the renter.
- No cancelations for security will be accepted **48 hours** prior to the Event. Renters will be required to pay the \$300.
- McHenry Township will collect security fees payment as part of the rental agreement fees and is nonrefundable.

Not Allowed

- **Fog or smoke machines.** The Township will deduct from renter's deposit the cost of a fire department visit from an activated alarm.
- **Glitter or confetti.** Charges for additional clean-up will be deducted from renter's deposit.

McHenry Township Hall Facility

RENTAL CLEAN-UP CHECKLIST

It is the responsibility of the Renter; or their designated responsible party, to see that the facility is left in the same condition as it was received prior to their event. The following items must be checked off upon completion of a renter's event. The Checklist must be signed by the renter and/or the responsible party and returned with your key. Any areas not cleaned appropriately may result in all or part of the **Deposit being withheld**. The McHenry Township encourages you to recycle. Bins for glass, aluminum and paper are provided.

GENERAL CLEANLINESS: (Includes foyer, bathrooms and grounds).

- All flowers, decorations and balloons removed. (**NO GLITTER ALLOWED**)
- All equipment, dishes, linens and rental equipment brought in by renter removed
- Hard Floors swept and free of spills.
- All trash containers emptied and relined and placed outside.
(A deduction of rental deposit will be made for excess of garbage of more than **10 Bags** for disposal)
- Chairs and tables put back in original location.
- All outside grounds cleaned.

KITCHENETTE:

- Wipe down Sink, Counter, Coffee Maker, Microwave, portable bar and refrigerator.
- Remove items, dishes, excess food, and/or beverages from refrigerator, freezer, etc.
- Please provide the time you left the Township Premises. ____ : ____ a.m. or p.m.

SIGNED: _____
Renter/Responsible Party

DATE: _____