

**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 #	Pass Code #	Host Liq. Liability? Y N

**RENTAL AGREEMENT/RESERVATIONS  
FOR USE OF TOWNSHIP FACILITIES/SHELTERS**

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

**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 12:00 Midnight

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

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

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

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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:**

**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.

5. **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.**
6. **KEYS.** Keys must be picked up one day (before 2:30pm) prior to the day of reservation. The key/card must be returned that day in the Township drop box or to the Township office by the next business day or renter will be fined **\$50** for any key returned late. There is a **\$100** fee for lost keys.
7. **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).
8. **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.
9. **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.

10. **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.
11. **NO SMOKING.** No smoking of any kind shall be permitted in any Township facility. This provision shall be strictly enforced.
12. **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.
13. **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.
14. **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.
15. **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 19<sup>th</sup> 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

# Addendum for Town Hall

## Alcohol

- Private Security will be required at your event if alcohol is provided 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 provided.
- 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 Rental/Reservation Fees 2023

### Whispering Hills Community Center

Maximum Occupancy – 80 persons	Rental	Deposit
Resident Fee	\$200.00	\$100.00
Non-Resident Fee	\$300.00	\$100.00
Weekend Rate (Non-Profit)	\$100.00	\$75.00
Weekday Rate (Non-Profit)	N/C	N/C
<i>Alcohol Permitted (with Host Liquor Liability Insurance at Renter's expense)</i>		

### McHenry Township Recreation Center (Wonder Lk Rm-Lakemoor Rm)

Maximum Occupancy – 60 persons	Rental	Deposit
Resident Fee	\$100.00	\$75.00
Non-Resident Fee	\$200.00	\$75.00
Weekday Rate (Non-Profit)	N/C	N/C
<i>Alcohol Permitted (with Host Liquor Liability Insurance at Renter's expense)</i>		

### McHenry Township Hall (Johnsburg-McHenry Rm)

Maximum Occupancy – 200 persons	Rental	Deposit
Resident Fee	\$400.00	\$600.00
Non-Resident Fee	\$700.00	\$600.00
Alcohol At Event	+\$300.00	
Setup Night Before Rental Date (6pm – 11pm)	\$100.00	
Weekend Rate (Non-Profit)	\$100.00	\$150.00
Weekday Rate (Non-Profit)	N/C	N/C
<i>Alcohol Permitted (with Host Liquor Liability Insurance at Renter's Expense)</i>		

### Park Shelters 1-7 (Weekend Rates)

1-4 Seats 20 persons , 5-7 Seats 40-60 persons	Rental	Deposit
Resident	\$0.00	\$100.00
Non-Resident	\$50.00	\$100.00
Weekday Rate (Non-Profit)	N/C	N/C
<i>Alcohol Permitted (with Host Liquor Liability Insurance at Renter's expense)</i>		

### **Making The Reservation**

A reservation is held when the front office receives a DEPOSIT and RENTAL AGREEMENT for the date, time, and facility specified per agreement.

### **Payment Methods**

All payments must be made through certified check, cash, or personal check (if at least two weeks prior to the event); we do not accept credit or debit cards. All payments must be placed in the name of the person named on the Rental Agreement.

### **Key Cards**

Failure to pick up facility keys resulting in Township personnel called to allow entrance to the facility will result in a **\$50.00** fee that will be deducted from your deposit.

### **Host Liquor Liability Insurance**

Any individual (community league member or not), organization or company renting a facility for a private function where alcohol will be served are required to provide the Township with proof of host liquor liability insurance which names McHenry Township and its Officials as “additionally insured”. This insurance can usually be purchased through the company who provides your homeowner’s insurance. The insurance must be in the name of the person or organization renting the facility.

### **Refunds**

McHenry Township can provide you will a full refund of your deposit as long as you cancel **14 days** prior to the event. McHenry Township reserves the right to keep 50% of the deposit in the eventuality that the event is cancelled **48 hours** prior to the event. Certain exceptions do apply.

For any questions, please call the Township at (815)385-5605. Host Liquor Liability Insurance can be faxed to (815)385-5671.