

Phone #: (815) 385-5605 Fax #: (815) 385-5671

This Section is For Township Use Only

Rental Paid (Date)	Rental Amount \$	Security Amount \$	Receipt #	Scheduled By:
NB Rental Paid(Date)	NB Rent Amount \$	Receipt #	Entry Code #	Host Liq. Liability? Y N
Deposit Paid (Date)	Deposit Amount \$	Receipt #	Payment Due Date:	

**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: _____

Are you a McHenry Township Resident? Yes _____ No _____

1. WHICH TOWNSHIP FACILITY DO YOU WISH TO USE?

Township Hall

3703 N. Richmond Rd, Johnsburg, IL 60051

Seating Capacity (200)

____ Johnsburg Rm

____ McHenry Rm

Recreation Center

3519 N. Richmond Rd, Johnsburg, IL 60051

Seating Capacity (60)

____ Lakemoor Rm

____ Wonder Lake Rm

Whispering Hills Community Center

4708 Jeffrey St, Johnsburg, IL 60051

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 EVENT?

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

From _____ Until _____ (Facility must be vacated by **12:00 Midnight**)

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

a. *Describe 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.*

(See next page for Terms and Conditions)

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 during business hours (Mon-Fri 8:30am to 4:30 pm - excluding holidays) the week of your event.** The key/card must be returned the same day of your event in the designated drop box or to the Township office by the next business day. The renter will be fined **\$50** for any key returned and/or picked up late. There is a **\$100** fee for lost keys.

8. **ALCOHOL.** If the undersigned has indicated pursuant to this Agreement that alcohol will not be served during the undersigned's 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 undersigns 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 cleanup beginning at **11:00 pm.**
 - All guests must vacate 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 22nd Judicial Circuit, McHenry County, Illinois.

(Disclaimer, Waiver & Hold Harmless to follow)

DISCLAIMER, WAIVER & HOLD HARMLESS:

I certify that all of the information I provided on this form is true and correct. I understand that McHenry Township may verify this information and that misrepresentation may result in the denial of reservation or additional fees.

I understand that McHenry Township will not be responsible for any property left unattended in the facility, and that I am responsible for reporting incidents of vandalism or illegal activity in the facility by notifying facility staff.

In addition, I declare that the information contained in this application is true and correct to the best of my knowledge. I hereby attest that I am at least 18 years of age and authorized to bind the event, sponsor, and/or its employees, agents or volunteers associated or to be associated with the activity for which approval is being sought to the terms of this agreement. I agree to reimburse McHenry Township for any and all loss incurred by it in repairing or replacing damage to McHenry Township property proximately caused by the applicant, its officers, employees, agents, monitors, or any other persons attending or forming the special event of rental who were or should have been under my control. I further agree to defend without costs, indemnify, and hold harmless McHenry Township, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of, or alleged to arise out of, the event which was proximately caused by the actions of the applicant, its officers, employees, agenda, including monitors or persons attending or joining in the event who were responsible or should have been under the control of the application.

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