



Facility Rental Agreement

It is the Harvard Community Senior Center's desire that all patrons who periodically rent the Harvard Community Senior Center building are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and, if representing an organization on whose behalf the Facility rental is being made (collectively the "Renter"), are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

RENTER INFORMATION

Contact name _____

Phone #: _____ Home or Cell

E-Mail: _____

Organization Name (IF Applicable) _____

Address, City, State, Zip _____

EVENT INFORMATION

Description of event _____

Date of event _____ Estimated attendance _____

Time event begins (incl. set up) _____ Time event ends (incl. clean up) _____

Open to the public? *Yes No* Will minors be present? *Yes No*

Admission fee charged? *Yes No* Will there be music? *Yes No*

Type of music (if any) _____

Will food be served? *Yes No* Will food be sold? *Yes No*

Will alcohol be served? *Yes* No*

***If YES. A copy of dram shop insurance and city of Harvard use waiver must be provided 1 week prior to the event**

6817 Harvard Hills Road Harvard, IL 60033 (815) 943 - 2740



Harvard Community Senior Center Agreement Contract

(Renter keeps)

CONDITIONS OF USE

A. RESERVATIONS

1. Renters should make reservations well in advance of the intended date of use because many dates fill quickly.
2. The Facility is not considered rented until (1) Renter delivers to the Harvard Community Senior Center the Facility Use Agreement, rental fee, deposit, certificate of insurance naming the Harvard Community Senior Center and the city of Harvard as additional insureds if alcohol is to be served, written evidence of permits and licenses and a city of Harvard Use Waiver if alcohol is to be served, and any other items deemed necessary by the Harvard Community Senior Center; and (2) the Harvard Community Senior Center, in its sole discretion, approves such rental in writing.
3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.
4. Renter shall provide the Harvard Community Senior Center Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall not use the Harvard Community Senior Center's name to suggest endorsement or sponsorship of the event without prior written approval of the Harvard Community Senior Center Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any Harvard Community Senior Center officers, employees, or agents to visit the event described in this agreement.
9. Renter shall be responsible for picking up the keys to the Facility from the Harvard Community Senior Center or Harvard Public Library prior to the event. Renter shall return keys immediately following the event to the Harvard Community Senior Center.
10. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the Harvard Community Senior Center.

B. FEES

1. The Harvard Community Senior Center requires the rental fee and a deposit from Renter prior to the event
2. Senior Center Members, City Residents, Senior Center Sponsors, and other non-profit organizations pay discounted rates per the approved 2018 FEES
3. Rental Fees are not refundable and deposits will be returned after property is found to be undamaged and clean
4. The Harvard Community Senior Center may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
5. Renter is responsible for any lost keys, and any costs that the Harvard Community Senior Center might incur to replace and/or re-key the Facility.
6. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Harvard Community Senior Center as a result of same and these fees shall be billed to Renter

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless both the Harvard Community Senior Center and the city of Harvard, their officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents.
2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Harvard Community Senior Center's facilities and adjoining property to the Harvard Community Senior Center Manager or his/her designee, in writing and as soon as practicable.
3. Renter waives any right of recovery against the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents
4. Renter waives any right of recovery against the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the Harvard Community Senior Center and the city of Harvard, and their officers, employees, or agents seek recovery against Renter.

D. SECURITY

Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. Neither the Harvard Community Senior Center or the city of Harvard is responsible for providing this supervision. However, the Harvard Community Senior Center or the city of Harvard may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Harvard Community Senior Center Manager or his/her designee.
6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Harvard Community Senior Center as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take Harvard Community Senior Center property outside of the Facility for any reason without the prior written approval of the Harvard Community Senior Center Manager or his/her designee.
2. Renter shall not use Harvard Community Senior Center equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Harvard Community Senior Center Manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. The Harvard Community Senior Center does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.

G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Gambling of any kind by Renters is not permitted at the Facility unless agreed to in writing by both the Harvard Community Senior Center and the city of Harvard
4. Smoking is not permitted at the Facility.
5. No animals are permitted at the Facility, with the exception of guide dogs.

6. If Renter violates any part of this agreement or reports false information to the Harvard Community Senior Center, the Harvard Community Senior Center may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.

7. The Harvard Community Senior Center may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

8. Any person aggrieved by the Harvard Community Senior Center's decision with respect to this agreement may appeal to the Harvard Community Senior Center Executive Director or his/her designee in writing no later than five (5) days after the Harvard Community Senior Center's decision has been communicated to the aggrieved party.

9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



I am the Individual Renter or an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature: _____

PrintName: _____

Organization: _____

Address: _____

E-Mail: _____

Telephone: _____ *Home or Cell*

Harvard Community Senior Center Use Only

City Residency Verified by (2):

- Driver's License #
- Tax Bill #
- Water Bill #
- Gas Bill #

FEE Category Check All That Apply:

- Senior Center Current Member (\$50 Deposit/ \$40/day)
- Harvard City Resident (\$50 Deposit/ \$60/day)
- Senior Center Current Sponsor (\$50 Deposit/ \$40/day)
- 501(C)(3) Organization (\$50 Deposit/ \$70/day)
- Non-Residents (all Others) (\$75 Deposit/ \$100/day)

Rental fee \$ _____ Deposit fee \$ _____ Total paid\$ _____

Cash OR Paid By Check # _____

Date Approved by

Deposit returned: Date: _____ By: _____