



# Lords Park Pavilion

2017

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**For more information call 847-931-6123**



## **GENERAL REGULATIONS**

- A. **Smoking is prohibited.**
- B. **No beverage containing alcohol is allowed.**
- C. **No open flames are allowed** in any part of the building. (**Food warmers are allowed.**)
- D. **Helium balloons are strictly prohibited.**
- E. All building equipment is to be operated by City employees only.
- F. Damage to any City-owned property, buildings or equipment incurred by the user will be added to the final bill. A Pavilion attendant, or other authorized City employee, will be on duty for any building use. Using a checklist, the attendant will inspect the building, with the user, at the beginning and conclusion of the function.
- G. Building users shall restrict their activities to the designated section(s) of the building. It is also the responsibility of the user to restrict patrons of their event to said areas.
- H. All events must be terminated at the time stated on the agreement or overtime charges will be assigned.
- I. For decorating purposes, drafting tape or painter's tape must be used instead of scotch-tape. Nothing may be taped on the windows. No nails, spikes, screws, etc. are to be driven into any part of the facility.
- J. The City reserves the right to remove from the building all effects remaining in the building after the scheduled user move out time and the right to store those items wherever it sees fit, in the name of the user, at the expense of the user, for no more than thirty (30) days. The City shall not be liable in any way for removing and storing any such effects.
- K. Deliveries on behalf of the user will be accepted at the user's risk, and the City in no way assumes any responsibility whatsoever for such deliveries. Delivery of catering items and/or other items will result in an additional charge of \$100 per delivery.

- L. It is understood and agreed that the use of the building shall be in conformance with all applicable Federal, State and local laws, ordinances and rules.
- M. The User may not obstruct any portion of the sidewalks, entries, halls, or vestibules, or any ways of access to public utilities in the building. User shall not bring, or permit anyone to bring, into the building anything that will increase the fire hazard of the building.
- N. Parking is on the street ONLY. The User is responsible for anyone attending or associated with the rental. The Pavilion is located in a residential area and guests are requested to show every consideration for neighboring residents.
- O. The individual who executes the contract is personally responsible for the terms of the contract and is the only individual who can make changes to the contract. The User is also responsible for any damage to the building or its content during his occupancy.
- P. No furniture may be brought into the building unless approved at the time of reservation.
- Q. Any fire alarms caused by guests or persons associated with the agreement will cause the user to be held liable for any charge that may be imposed by the Fire and/or Police Department(s).
- R. Chapter 12.12 Elgin Municipal Code, regarding Open Air Meetings may be necessary to follow if your event meets this code's qualifications.
- S. Chapter 13.25 Elgin Municipal Code, regarding Special Events in Public Places may be necessary to follow if your event meets this code's qualifications.
- T. We strongly recommend that your guests and any outside contractors in your event be advised of all rules.
- U. Hours of Operation: The Pavilion is available for use Sunday through Saturday 7:00 a.m. to 11:30 .p.m. The Pavilion is closed during the following holidays: Easter, Memorial Day, and July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.
- V. The Lords Park Lagoon Bridge may only be reserved with the rental of the Pavilion at no charge; however, it is in a public park and open to the public.
- W. The Lords Park Pavilion is in Cook County, so a Cook County marriage license is required for wedding ceremonies at this location.

## **RESERVATION SCHEDULE**

- A. Pavilion reservation may be booked as early as two (2) years in advance of event and no later than four (4) weeks prior to event.
- B. To reserve a date, renter must call (847) 931-6123 to request a booking appointment.

**FEES**

- A. User shall pay fees as provided herein. Fees shall include charges for building usage, equipment and services at rates set forth in this agreement.
  - Fees shall be estimated at the time this agreement is executed (estimated fees) but may increase based upon actual use as provided herein (additional charges).
- B. Renter shall pay a deposit at the time of application to hold reservation. The deposit schedule is as follows:
  - A \$500.00 security deposit is due at the time the reservation is made.
  - One month prior to the reservation date, the total rental fee must be paid in full.
  - After the event, the security deposit will be refunded providing that all guidelines regarding the rental were met.
- C. Any charges shall be paid to the City of Elgin in cash, check, money order, or charge (Visa, MasterCard, or Discover).
- D. **Pavilion User Fees:**
  - **MINIMUM 3 HOUR RENTAL**

Lord's Park Pavilion Rental		
Type	Resident	Non-resident
1 - 100 people	\$100/hr.	\$130/hr.
101-200 people	\$175/hr.	\$220/hr.
201-300 people	\$250/hr.	\$310/hr.

- Tables and chairs included with rental fee.
- E. **Service Fees:**
  - There is a \$100 fee to contract with an outside rental company per delivery.
  - There is a \$100 fee per reservation date change.
  - A maintenance fee totaling 20% of the rental will be added to each rental.
- F. **Refunds:**
  - A \$100 fee will be charged for a cancelled reservation after the initial deposit is made.
  - **NO REFUNDS WILL BE PROCESSED AFTER FINAL PAYMENT IS MADE.**

## **OTHER CHARGES**

- A. In addition to the fee described in paragraph 3(A) herein, User shall also pay to the City such additional charges as may become due, due to the provision by the City of additional facility, equipment, material and services. Said additional charges shall be based upon the rate schedule contained herein.
- B. Such additional services, equipment or facilities include, but are not limited to, labor required for User's use of facilities, security guards, and service charge for special equipment required in setting up, operation and striking of event. The following designated representatives of User may request such additional services and or equipment, and such requests shall be deemed the request of the party of the User.
- C. The City may also require the User to obtain and pay for additional facilities, equipment and services which, in the sole opinion of the City, are necessary for the safe, orderly or efficient conduct of the event. User shall be liable for the payment of any additional facility, equipment or service requested by any employee, agent, contractor, assignee or sub-user of User.
- D. All charges shall be paid within thirty (30) days of billing, unless otherwise expressly authorized in writing by the City of Elgin. A charge of one percent (1%) per month will be assessed on all accounts not paid within thirty (30) days.

## **ADMISSIONS SURCHARGE**

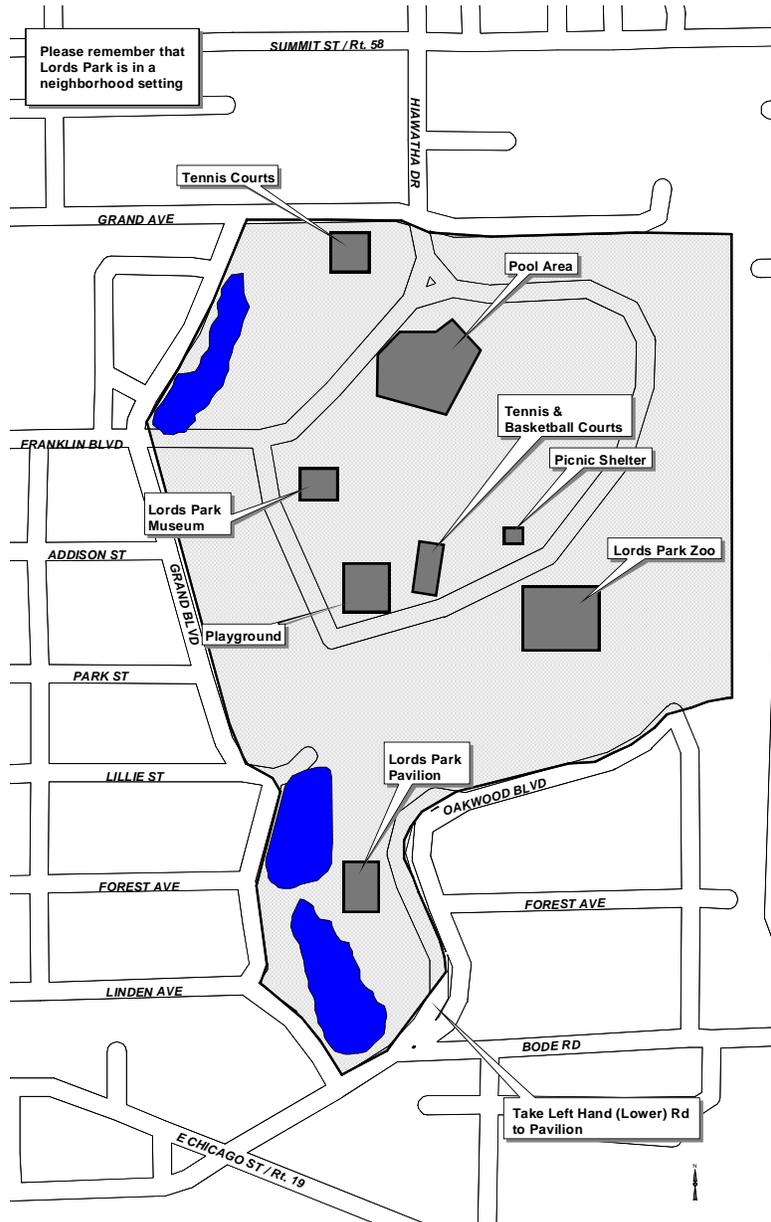
- A. A twenty-five (25%) admission surcharge shall be collected from every person who pays an admission charge to any event at the Pavilion for events coordinated by commercial entities. This surcharge shall be exclusive of any other applicable State or Federal surcharges and shall be collected at the time the User collects the admission charge. The User shall be acting as trustee for and on account of the City and shall pay over to the Finance Director of the City the surcharge under procedures prescribed by said Finance Director.
- B. Not for profit organizations are exempt from an admissions surcharge.
- C. The User of the Pavilion, for any event subject to the admissions surcharge, shall file surcharge returns showing surcharge receipts received on forms prescribed by the Finance Director. The returns shall be due on or before the seventh day (7th) day of the month following the use of the Pavilion.
- D. In addition to the rental deposit, a \$200 security deposit will be collected for any use agreement that will have an admission fee or open to the general public. Security Deposit check must be submitted no later than two (2) weeks prior to event made payable to the City of Elgin. Security deposit check will be returned to the user, following event, if no damage occurs to building or additional City services or equipment were needed.

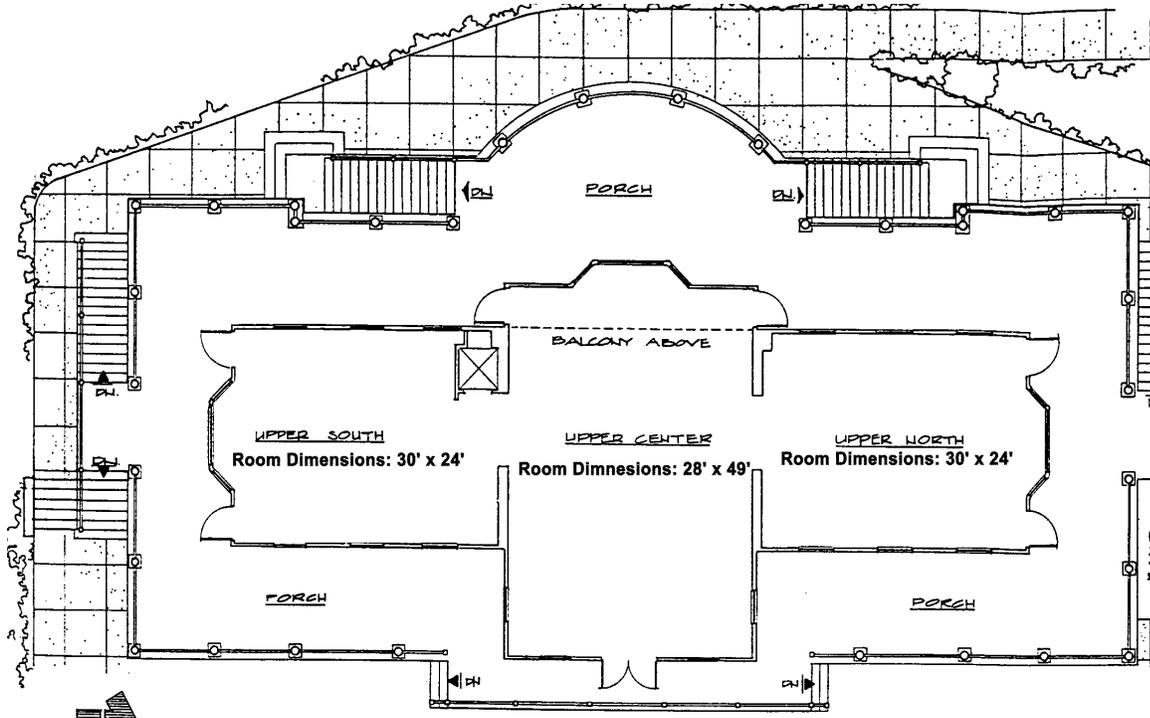
## TERMS OF OCCUPANCY

- A. User shall use and occupy said premises in a safe and careful manner and shall comply with all municipal, state and federal laws and rules and regulations pertaining to the Pavilion and all other rules and regulations prescribed by the Fire and Police Departments and other governmental authorities, as may be in force and effect during the tenancy. User shall not do any act or suffer any act to be done during the term of this use agreement, which will in any way mar, deface, alter or damage any part of said Pavilion.
- B. In case said premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike or other unforeseen occurrence not within City's control, shall render the fulfillment of this use agreement by User impossible, then and thereupon this Use Agreement shall terminate and the User shall pay fees for said premises only up to the time of such termination at the rate herein specified, and User hereby waives any claim for damage or compensation should this use agreement be so terminated.
- C. User agrees that the City may, with cause, terminate this entire agreement prior to City's receipt and acceptance by written receipt, of the full fee agreed to herein at any time prior to the payment by User in full of the agreed fee. Unless such termination be on account of breach of or default on the part of the User, the amount of fee paid by User shall be prorated to the date of such termination.
- D. **Total occupancy on both floors shall not exceed 300.**
- E. User accepts the building, its furnishing, fixtures, and equipment in as is condition and state of repair and agrees that upon the end of the term of which the building has been used, it will be vacated and surrendered up to the City in the same condition as provided. All repairs, replacements and clean-up required to return the building and its furnishings, fixtures and equipment to its present condition shall be at the expense of the User.
- F. All ordinances of the CITY OF ELGIN, the attached Pavilion Building Procedures, Rules for Fire Safety, and Terms and Conditions, are incorporated herein and made a part by reference. User agrees to abide by and follow all rules, regulation and procedures incorporated with this agreement.
- G. The User may not sublease the building or any part thereof without express written permission of the City.
- H. **Building rental refers to Pavilion interior. Exterior grounds and porch may not be rented.** The porch may be used in combination with interior rental; however, use of city tables and chairs on porch is prohibited.

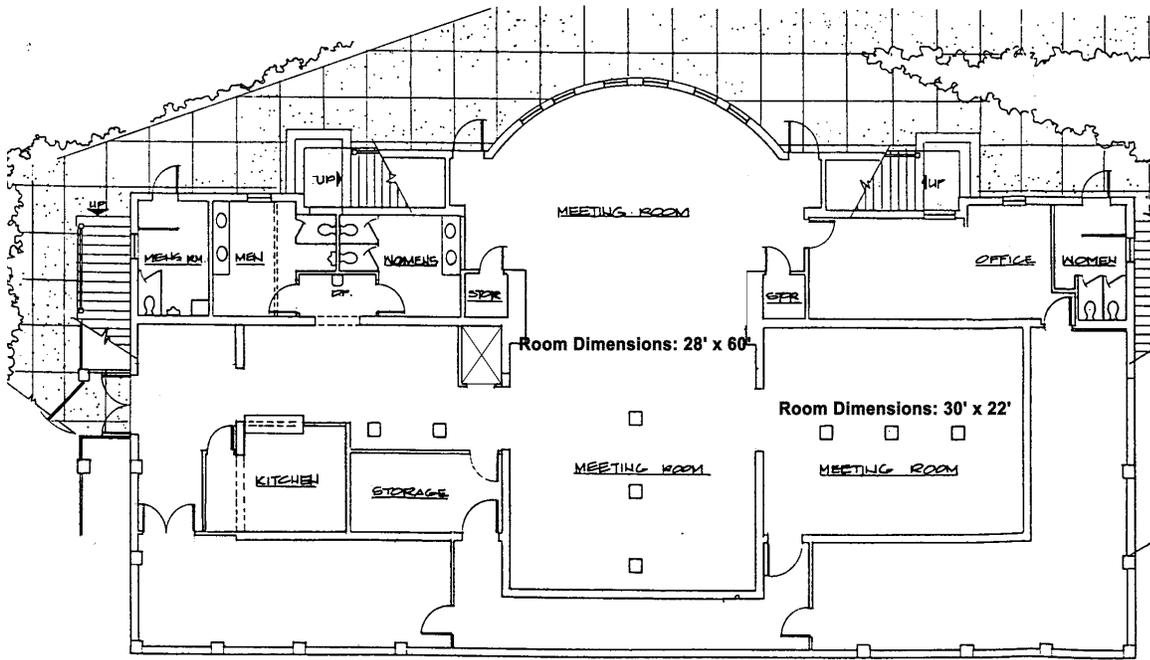
## MERGER

This agreement represents the entire agreement between the parties hereto. No amendment or modification to the terms of this agreement shall be enforceable without a signed instrument evidencing such modification or amendment.





UPPER FLOOR PLAN



LOWER FLOOR PLAN