



MOKENA COMMUNITY PARK DISTRICT
2023 YUNKER FARM SPLASH PARK
PARTY APPLICATION

CONTACT INFORMATION

Today's Date: _____ Name _____

Contact Number _____ / _____ - _____ 2nd Contact Number _____ / _____ - _____

Address _____

City _____ Zip _____ E-mail _____

PARTY INFORMATION 1.5 hours of exclusive Splash Pad and Barn use

Name of Birthday Child _____ Age _____

First Choice Party Date _____ Second Choice Date _____ Time: _____

Times: Thursday-Tuesday (no Wednesday) 10:00am-11:30am or daily 6pm-7:30pm May 30 – August 13
After August 13, weekend parties can be requested but will be approved based on the availability of staff

Cost: \$175 resident / \$250 non-resident **plus** refundable damage deposit \$100 resident / \$200 non-resident

Splash Pad Capacity is: 60

Number of people in attendance: _____

Please note: You may bring in food, but no onsite cooking is allowed.

The Barn building is available to the lessee regardless of the weather conditions on the day of the party. If the splash pad is closed for more than 30 minutes of the party by Park District staff, a 50% refund will be given.

I have read the Hold Harmless and the Rules and Guidelines. I understand that my signature confirms my agreement with the aforementioned documents and is required in order to reserve this facility. This application DOES NOT guarantee rental approval or availability of space. **Please initial by #3 and 4.**

RECITALS

- A. As used in this Agreement, "Mokena Community Park District" includes its officers, officials, agents, employees and volunteers.
- B. As used in this Agreement, "Premises" and "Facilities" includes all leased facilities and common areas, including but not limited to parking, facilities, restrooms, walkways, hallways, etc.

NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Lessee (s) shall secure by paying in full including a \$100/Resident or \$200/Non-resident refundable security deposit.
2. After the rental is booked, there will be a \$50 charge for rescheduling. There are no refunds for cancellation. If the Lessee (s) does not show the day of the rental, this will constitute a forfeiture of the rental fee and deposit.

3. The Barn building is available to the lessee regardless of the weather conditions on the day of the party. If the splash pad is closed for more than 30 minutes of the party by Park District staff, a 50% refund will be given. INTITAL _____

4. Facility use is the time designated on the application. Access to the rental space is 15 minutes prior to the rental start time. At the end of the rented time, all trash must be in trash bags and the facility left in the same condition it was found. All guests must be cleared out of the facility at the end of the rental time. INTITAL _____

5. Lessee may bring in food, but no onsite cooking is allowed (i.e. grills, microwaves, etc). Alcohol is not allowed at Splash Pad Parties.

6. Lessee (s) will receive written notification if any or all of the deposit was held due to violations of this Agreement.

7. Lessee (s) shall be responsible for inspecting the facility and bringing to the Mokena Community Park District's attention any potential dangers, safety hazards or problems. Lessee (s) is solely responsible for determining whether said facility (s) is safe, appropriate, and/or compatible for Lessee's intended use.

8. The Lessee (s) shall not enter, occupy or use this listed facility until or after the time (s) and date (s) specified above.

9. It is fully understood and agreed by the parties that the Lessee (s) guarantees to defend, indemnify and hold harmless the Mokena Community Park District, its officers, it's officers as individuals, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) relating in any way to threatened or actual court proceedings, lawsuits and damages involving injury to or death of any person or persons whosoever, caused by, connected with or arising directly or indirectly, wholly or in part, from any use or operation of the Park District premises resulting in any manner from the use authorization granted by the officers. It being further understood and agreed that the Mokena Community Park District assumes no obligation or responsibility in connection with the use of Park District buildings or grounds.

10. That (I) (We), will be responsible for and will pay for any damage to Mokena Community Park District property arising out of the use of the said facility pursuant to this Agreement.

11. Lessee (s) and guests will not charge any admission or ticket fees for any event; in addition, will not utilize the space for the purpose of advertising or promotion of outside organizations without prior written authorization from the Mokena Community Park District Executive Director.

12. Illegal substances, smoking, and gambling are strictly prohibited in any facility or on the grounds of public property owned by the Mokena Community Park District. Those persons in violation are subject to arrest. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the Mokena Community Park District under this Agreement.

13. That no Mokena Community Park District equipment or property shall be removed from the premises without permission of the Mokena Community Park District Executive Director. Tables and chairs are to remain inside the building at all times.

14. I (We), agree to wash tables, chairs, floors, bag all garbage, and restore the facility to its original condition. All food, beverages, and decorations must be cleaned up and placed into waste bags prior to leaving.

15. I (We), are responsible for any excessive damage including but not limited to floor scrapes and significant amounts of food or stains found on chairs, floors, and tables.

16. I (We), agree that items may not be attached to any wall, floor, window, or ceiling with nails, tape, staples or any other substance in order to prevent damages to the room. No rice, birdseed, confetti, or glitter or any type will be permitted. All candlelight must be covered and/or contained.

17. Lessee (s) shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.

18. Lessee (s) is solely responsible for providing any and all supervision at all times during Lessee (s) use of any facility, including but not limited to the leased facility, and all common areas. Further, Lessee (s) shall be responsible for ensuring that Lessee’s guests and invitees comply with all applicable rules and regulations pertaining to use of the Mokena Community Park District facilities.
19. Lessee (s) agrees to allow Mokena Community Park District staff or Police Officers to enter the facility without notice during the rental period. If any violation of this Agreement is discovered, staff or officers will terminate the function immediately.
20. Lessee (s) shall comply with any and all applicable ordinances and policies.
21. Lessee (s) will not use any inflatable device as part of their rental.
22. The Mokena Community Park District reserves the right to relocate any event due to unforeseen circumstances.
23. The Mokena Community Park District reserves the right to require security or liability insurance for any event.
24. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge establish or impose any legal duty to any third party.
25. This Agreement represents the entire understanding between the parties. This agreement may be modified or altered only by further agreement in writing between the parties.

Violation Fee	
Violation	Fees
Alcohol without approval	Forfeit of Deposit
Police being called to or terminating event	Forfeit of Deposit
Smoking inside facility	\$200
Clean-up charges	\$35/hr 2 hour minimum
Charging Admission	Forfeit of Deposit
Damages of wall, floors, ceiling, etc.	Cost of repairs
Entering facility early or leaving late	Forfeit of Deposit

I (we) have fully read and understand the Building Rental Agreement and assume complete responsibility for the rental

Date: _____ DOB: _____

Signature: _____

Printed name: _____

Mokena Community Park District
HOLD HARMLESS AGREEMENT

(To be submitted with request for use of facilities)

Date: _____

To: Mokena Community Park District
10925 La Porte Road
Mokena, IL 60448-1638

Subject: Use of Park District Facilities

Area Requested: _____

Date Requested: _____

We, _____
(name of organization, group, or individual)

agree to defend, indemnify and hold the Mokena Community Park District, Will and Cook Counties, Illinois, its Board of Commissioners, its Board members as individuals, and its employees free and harmless of any and all liability, costs and expenses (including attorneys fees and costs) related in any way to threatened or actual court proceedings, lawsuits and damages involving injury to or death of any person or persons whatsoever, caused by, connected with or arising directly or indirectly, wholly or in part, from any use or operation of the Park District premises resulting in any manner from the use authorization granted by the Board of Commissioners. It being further understood and agreed that the Mokena Community Park District assumes no obligation or responsibility in connection with the use of Park District buildings or grounds. It is understood that prior to usage, we have pre-inspected on this date the above named area and do hereby acknowledge the stated area is free of any hazard(s). We further agree to assume all cost of damage to Park District grounds, buildings, or building contents during the period of our authorized use of such facilities and as a result of such use of those Park District grounds, buildings, or building contents.

By: _____
(signature of individual requesting event)

Please Print

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____