



The Chano Pavilion

Fairmont City Library Center

4444 Collinsville Road

Fairmont City, IL 62201

Phone: 618-482-3966 / FAX: 618-482-4058

Rental Agreement

This agreement for rental of the **Chano Pavilion** is being conducted between the **Mississippi Valley Library District (MVL)** and the Renter, who is at least eighteen (18) years of age or older. The Renter agrees to be the legal authority to sign this agreement on behalf of the family or organization using the pavilion and has sufficient power, authority, and capacity to bind the family or organization.

Renter's Name _____

Address _____

City/State/Zip Code _____

Phone Number _____ Alt. Phone Number _____ Email _____

Event Description _____

Date _____ Number of Guests _____

Start (Time you will arrive) _____. End (Time you expect to complete clean up and leave) _____.

Will liquor or alcohol be served / consumed at your event? _____

- If yes, see Terms and Conditions #3. This must be provided 1 week before the event is hosted.

Will a bounce house, carnival rides, animal rides, and/or a petting zoo be used during the event? _____

- If yes, see Terms and Conditions #4. This must be provided 1 week before the event is hosted.

Any Special Needs or Conditions: Please use back of sheet to describe.

Fee for rentals:

- \$25.00 per hour for private or non-profit organizations during normal library hours. After hours reverts to \$50.00 per hour.
- \$50.00 per hour for businesses and any after hour rentals. Available 9am – 9pm. Monday-Sunday.
- \$100 key deposit (cash only) required if event is outside of library hours. Pick up 24 hours prior to rental and return the next business day.

Full Payment is required at the time of application.

Terms and Conditions For The Chano Pavilion

This contract is for a period and special conditions as defined in this contract.

1. The fee includes The Chano Pavilion, (14 ½) unmovable picnic tables, (2) trashcans, cigarette butt receptacle, electricity, lights, large grill, playground, yard. Inside access to drinking fountains, bathrooms, and mop closet with supplies.
2. Should the Library cancel this event after one hundred and twenty (120) hours from its execution, a full refund will be due to the Renter. Should the Renter cancel after one hundred and twenty (120) hours from its execution, the Library will retain ½ of the rental charge.
3. If liquor or alcohol will be served during the event, the Renter shall provide to the Library District a Home Owner's Insurance Certificate for Events with host liquor and/or alcohol liability insurance with a limit of \$500,000 or shall provide a special proof of insurance for this particular event.
4. If a bounce house, carnival rides, animal rides, and/or a petting zoo will be used during the event, the Renter shall provide to the Library District a Home Owner's Insurance Certificate for such events with a limit of \$500,000 or shall provide a special proof of insurance for this particular event.
5. Any and all damage to the pavilion, furnishings, playground, grounds and/or failure to return keys shall be the responsibility of the Renter to pay for repair or replacement. The Renter accepts the premises in an "as is" condition.
6. Renter shall release, discharge, indemnify, and hold harmless the MVL, its Directors, Officers, Employees, and/or Agents from any and all claims, causes of action, losses, judgments, costs (including attorney's fees), or other damages resulting from, arising out of, or relating in any way to the Renter's activities on the grounds and use of facilities. Renter understands and acknowledges the inherent nature of a playground and the nature of walking on and placing folding chairs on the grassy areas and that the grounds are not level surfaces.
7. The Renter has read, understands, and acknowledges Exhibit A attached to this Agreement and will abide by all of the conditions and have all guests abide by all of the conditions outlined thereof.

This Agreement has been read and accepted by the Renter: _____

Date: _____

The Representative of Mississippi Valley Library District: _____

Date: _____

Keys picked up/deposit paid (date): _____ By: _____ Staff: _____

Pavilion and all areas were cleaned up per agreement. Staff initials: _____.

Keys returned on (date): _____. Deposit returned on (date): _____.

Payment in cash, credit, or make checks payable to: Mississippi Valley Library District

(Amount): _____ has been received for payment of rental. Staff: _____. Date: _____

Exhibit A: The Chano Pavilion Agreement: Rules

- The Chano Pavilion shall not be occupied before 9:00am and shall be totally vacated by 9:00pm.
- Inside the Library is a smoke-free environment. Outside, please make sure everyone uses the cigarette butt receptacle. Do not throw butts on the floor of the pavilion, in the playground, or on the grounds.
- There shall be no open flames used inside the Library.
- The Renter is allowed to hang decorations in the pavilion using tape or string. No tacks, nails, or any other attachments that may leave holes, residue, or damage may be used.
- No parking of vehicles on the grass areas.
- The Renter agrees to keep areas clean and safe during the rental and to use areas in a reasonable manner.
- The Renter and/or guests shall not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any other person to do so including trees and landscaping.
- The Renter and/or guests shall not use any abusive, threatening, and/or insulting language, nor disturb the peace of neighbors with loud music, drunkenness, any indecent act, or behavior including public urination.
- The Renter and/or guests shall not create or maintain a threat constituting a clear and present danger to the health and safety of others or knowingly permit any other person on the premises to perform any of the above acts. Clear and present danger includes, but is not limited to, physical assault or the possession of a controlled substance unless obtained pursuant to a valid prescription.
- Animals must be kept on a leash and all animal waste (including dogs) must be picked up.
- The use of the playground equipment by adults is prohibited unless accompanying a child.
- No glass bottles or containers, fireworks, or open burning (ex: bonfires)
- The Renter must return area to the original set-up and is responsible for cleanup including bagging up trash and placing all trash in the trashcans located behind the library near the alley.
- Do not put hot coals in any trash containers or on the ground. Please leave hot coals in the grill.
- All persons while on the property shall also be subject to the ordinances of the Village of Fairmont City and all laws of the State of Illinois and the United States of America.
- After the area has been inspected and found to be in good condition, your rental paperwork will be shredded. If any damage or personal items are found the MVLDD will contact the person listed on the rental contract within 24 hours. Keys must be returned before deposit will be refunded.
- Failure to follow these rules will cause loss of deposit, bill for damages, and loss of future rentals.