



**The Chano Pavilion**  
*Part of the Mississippi Valley Library District*  
 4444 Collinsville Road  
 Fairmont City, IL 62201  
 Library Phone: 618-482-3966

## Rental Agreement

This agreement for rental of the **Chano Pavilion** is hereby entered into between the **Mississippi Valley Library District (MVL D)** and the **Renter** listed below, who is at least eighteen (18) years of age or older. The Renter warrants that they have the legal authority to sign this agreement on behalf of the organization using the Chano Pavilion (**Organization**) and has sufficient power, authority, and capacity to bind the Organization.

Renter's Name \_\_\_\_\_

Organization (if any): \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Alternate Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Event Description \_\_\_\_\_

Event 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? Y / N**

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

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

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

**Please use additional sheets to describe special needs or conditions.**

**Rental fees:**

- \$25.00 per hour for non-profit groups during MVL D service hours.
- \$50.00 per hour for businesses.
- \$50.00 per hour for rentals extending beyond MVL D service hours (applicable only for hours beyond normal service hours). **All rentals must be completed and MVL D grounds vacated by 9:00 PM in compliance with Village of Fairmont City's curfew.**
- \$25 key deposit (cash or check) required if event is scheduled beyond MVL D service hours. Key must be picked up by the Renter 24 hours prior (or 48 hours if the FCLC is closed 24 hours prior) to rental and returned the next business day.
- **50% payment to MVL D is required at the time of application to confirm event registration. Final payment is due to MVL D the week prior to the event.**

# Terms and Conditions

This contract is for a period and 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. The Renter may commence setup no earlier than the stated start time listed in this agreement and must complete the event, including cleanup, by the stated end time or the Village of Fairmont City's curfew of 9:00 PM, whichever is earlier.
2. If the Renter cancels the event, the MVLD must be notified at least 48 hours prior to the scheduled event for a full refund. The MVLD will retain half the rental fee for notice of cancellation given less than 48 hours in advance. The MVLD will refund the fees in full if the MVLD initiates the cancellation and a suitable alternative date or time cannot be arranged.
3. If liquor or alcohol will be served during the event, the Renter shall provide to the MVLD a Liquor Liability/Dramshop Certificate for Events with host liquor and/or alcohol liability coverage 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 MVLD a Commercial General Liability 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, Fairmont City Library Center (FCLC), furnishings, playground, or grounds and/or failure to return key 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, defend and hold harmless the MVLD, 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 danger of using a playground and of walking on and placing folding chairs on the grassy areas. Renter acknowledges that the grounds of the Chano Pavilion are not level surfaces and MVLD does not guarantee safety of the Chano Pavilion.
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.
8. The Renter has received a copy of the MVLD's Meeting Spaces Policy and will abide by all of the conditions of this Policy.

This Agreement has been read and accepted by the Renter: \_\_\_\_\_  
Date: \_\_\_\_\_

Representative of Mississippi Valley Library District: \_\_\_\_\_  
Date: \_\_\_\_\_

Key picked up/deposit paid (date): \_\_\_\_\_ By: \_\_\_\_\_ Staff: \_\_\_\_\_

Pavilion and all areas were cleaned up per agreement. Staff initials: \_\_\_\_\_  
Key returned on (date): \_\_\_\_\_ Deposit returned on (date): \_\_\_\_\_

## **Payment accepted in cash, credit, or checks payable to Mississippi Valley Library District**

Deposit Payment: \_\_\_\_\_ has been received. Staff \_\_\_\_\_ Date: \_\_\_\_\_  
Final Payment: \_\_\_\_\_ has been received. Staff \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit A: Rules for Use of the Chano Pavilion

- The Chano Pavilion shall not be occupied before 9:00 AM and shall be totally vacated by 9:00 PM.
- Inside the FCLC is a smoke-free environment. Outside, smokers must use 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 FCLC.
- 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.
- Parking of vehicles on the grass areas is prohibited.
- 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 – including but not limited to trees and landscaping – or knowingly permit any other person to do so.
- The Renter and/or guests shall not use any threatening language, nor disturb the peace of neighbors with loud music, drunkenness, any disruptive or unlawful 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. All animal waste must be picked up.
- The use of playground equipment by adults is prohibited unless accompanying a child.
- No glass bottles or containers, fireworks, or open burning (example: bonfires) are allowed.
- The Renter must return the area to the original set-up and is responsible for cleanup, including bagging up trash and placing all trash in the trash cans located behind the library near the alley.
- Please leave hot coals in the grill. Do not put hot coals in any trash containers or on the ground.
- All persons while on the Chano Pavilion 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.
- FCLC building and grounds will be inspected by MVL staff after the rental is completed. If any damage or personal items are found the MVL staff will contact the person listed on the rental contract within 48 hours. It is the responsibility of the Renter to reimburse the MVL staff in full for damage that results in cost to the MVL staff.
- Keys must be returned before the key deposit will be refunded. Failure to return keys will result in loss of the key deposit, plus the responsibility of the Renter to reimburse the MVL staff for any additional costs above and beyond the deposit amount incurred by the MVL staff as a result of re-keying the FCLC.
- Failure to follow these rules will cause loss of deposit, bill for damages, and loss of future rentals.