

## FACILITY RENTAL AGREEMENT

(Event is confirmed only upon receipt of the Facility Rental Agreement, Deposit and Certificate of Insurance)

NAME OF EVENT \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

CATERER \_\_\_\_\_

Area requested	Time
<i>Full Gymnasium</i>	
<i>½ Gymnasium</i>	
<i>Pioneer Room</i>	
<i>Activity Room 2</i>	
<i>Indoor Pool</i>	
<i>Outdoor Pool</i>	
<i>Splash Pool</i>	
<i>Birthday Package?</i>	

**Date of Event:** \_\_\_\_\_

**# of Guests:** \_\_\_\_\_

**Pool Rentals Only:**  
**Age of swimmers:** \_\_\_\_\_

**Brief Description of the Event:**  
 \_\_\_\_\_

**Equipment and furnishings required:**  
 \_\_\_\_\_

Will music be played at the event? \_\_\_\_\_

Amplified music is limited to: Monday through Friday between Noon & 9 p.m.  
 Saturday between Noon & 10 p.m. Sundays between Noon & 9 p.m.

A reservation/damage deposit in the amount of \$100.00 is required for rentals over \$200. Rentals under \$200 must pay in full to be put on our calendar. A check made out to Replex must accompany this request. Payment in full must be received 7 days prior to the event. **Please refer to the Rental Terms & Conditions for information regarding cancellation policy.**

Replex hereby grants \_\_\_\_\_ (herein after called the Licensee) permission to use the facilities as outlined. Subject to the terms and conditions of this Agreement and affiliated documents contained herein and attached hereto all of which form part of this agreement.

The undersigned has read, and on behalf of the Licensee, agrees to be bound by this agreement and the terms and conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and the has sufficient power, authority and capacity to bind the Licensee with his/her signature.

PERSON RESPONSIBLE FOR EVENT: \_\_\_\_\_

Signature: \_\_\_\_\_

Replex Administration use only

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Deposit Received [ ] \$\_\_\_\_\_ [ ] Cash / [ ] Check / [ ] Debit/Credit

Confirmation of Booking by: \_\_\_\_\_ Date \_\_\_\_\_

Gym Rental Fees \_\_\_\_\_ Weight Room Fees \_\_\_\_\_

Indoor Pool Rental Fees \_\_\_\_\_ Outdoor Pool Rental Fees \_\_\_\_\_

Activity Room Rental Fees \_\_\_\_\_ Table & Chair Fees \_\_\_\_\_

Other Rental Fees \_\_\_\_\_ Cleaning Fee \_\_\_\_\_

Insurance Rider Fee \_\_\_\_\_ Birthday Party Pkg. \_\_\_\_\_

Total \_\_\_\_\_ Date Received \_\_\_\_\_

Paid in Full [ ]

Replex  
304 E Washington Street  
Le Roy, IL 61752

Phone: (309) 962-4800  
www.leroyreplex.org

Fax: (309) 962-4880  
Email: replex@frontier.com

## Terms and Conditions of Facility Rental Agreement

The Le Roy Recreation Center Authority Board reserves the right, entirely at its discretion, to accept or reject any application for the use of any facility or area under its jurisdiction.

1. The complete control of the facility and equipment shall at all times remain in the Le Roy Recreation Center Authority Board through its management, supervisory, custodial and maintenance employees, excluding contents supplied by the LICENSEE or its members.
2. The LICENSEE shall obey and observe all laws, by-laws, and regulations of the City of Le Roy, Le Roy Park District, and Le Roy Recreation Center Authority Board, of McLean County, Illinois.
3. HOLD HARMLESS: LICENSEE personally, and jointly and severally, agrees to indemnify and hold harmless the Le Roy Recreation Center Authority Board, City of Le Roy and the Le Roy Park District of the City of Le Roy, Mc Lean County, Illinois harmless from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises or the occupancy or use by the Licensee of the leased premises, or any part thereof, or occasioned wholly or in part by any act or omission of the Licensee or by anyone permitted to be on the leased premises by the licensee. If Replex shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold harmless, Replex, Le Roy Recreation Center Authority Board, City of Le Roy and the Le Roy Park District of Mc Lean County, Illinois and shall pay all costs, expenses and reasonable legal fees incurred or paid by Replex/Le Roy Recreation Center Authority Board, City of Le Roy and the Le Roy Park District of Mc Lean County, Illinois in connection with such litigation. The Licensee shall also pay all costs, expense and legal fees that may be incurred or paid by Replex in enforcing the terms covenants and conditions of this Agreement, unless a court of law shall decide otherwise.
4. INSURANCE: The LICENSEE shall obtain and maintain general liability insurance at it's own expense, in a form satisfactory to the Replex/Le Roy Recreation Center Authority Board, City of Le Roy and the Le Roy Park District of McLean County, Illinois and in an amount not less than five hundred thousand (\$500,000) dollars and provide evidence of this insurance prior to use of occupation of Corporation facilities to Replex Management. Such insurance shall include the Replex/Le Roy Recreation Center Authority Board, City of Le Roy and the Le Roy Park District of the City of Le Roy, McLean County, Illinois as additional insured with respect to the LICENSEE'S operations and obligations under this agreement. Further, such insurance shall not be cancelled or permitted to lapse unless the insurer notified Replex in writing at least thirty (30) days prior to the date of cancellation or expiration. Replex reserves the right to request, such other amounts and types of insurance as it may reasonably require, failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
5. The LICENSEE is responsible for arranging their catering service utilizing the approved caterers and for the full cost of all materials necessary for the event, i.e., furniture, linens, cutlery, china, food and beverage.
6. Replex staff will clean and clear the rental space in its entirety, in accordance with its standard practices prior to the event set up.
7. The LICENSEE or affiliated caterer shall clean the rental space in its entirety following completion of the event to the satisfaction of Replex management.
8. It is further agreed that Replex reserves the right to terminate this agreement, to claim all costs of breach against the LICENSEE, to prosecute or suspend, or otherwise penalize the LICENSEE or other representative for violation of the conditions contained herein.
9. The LICENSEE shall ensure:
  - a. That the maximum number of persons using the facilities shall not exceed the approved capacity of the facility in use (see information sheets for applicable facility).
  - b. That law and order is preserved.
  - c. That no alcoholic beverages will be permitted on the premises unless expressly provided herein.
  - d. That the type of program or entertainment to be provided during the term of license by the Licensee shall at all times conform with Replex/Le Roy Recreation Center Authority Board, City of Le Roy and the Le Roy Park District of Mc Lean County, Illinois law. Amplified music may be permitted on the grounds during operating hours with prior consent from Replex management.
  - e. That vehicles will only be parked on facility grounds in designated parking areas only.
  - f. That no changes or alterations shall be made to any facilities unless expressly permitted and provided for in this agreement. No tape or other attachments are permitted on walls, windows or glass doors.
  - g. That confetti is not permitted on the premises of Replex.
  - h. During the event and at the end of the event, all garbage must be removed from the kitchen, washrooms and other common areas of the building that were utilized.
  - i. That any broken glass, food or beverage spills that may result in personal injury or damage to the facility or furnishings are attended to immediately.
  - j. The washrooms/locker rooms utilized are left in reasonably good condition.

- k. That all items brought in for the event shall be removed from the facility by the end of the event, unless expressly provided herein.
- 10. NOTWITHSTANDING the use granted by the license, facilities will not be available on days during which facilities have been closed by the administration because of inclement weather or other reasons.
- 11. The LICENSEE shall be financially responsible to Replex in respect of any or all property damage or vandalism arising out of the use of the facility or area granted under this agreement. Minimum charge for damage is \$100.00
- 12. **FOR ALCOHOL SPECIAL OCCASION PERMIT HOLDERS**
  - a. Alcoholic beverages may be sold or served free under the authority of a Special Occasion Permit. All alcoholic beverages must be removed from the service area within one half hour after expiration of the permit.
  - b. Except where there is an adequate supply of food to serve to the persons attending the event, NO ALCOHOLIC BEVERAGES shall be sold or served under the authority of the special occasion permit.
  - c. Only alcoholic beverages authorized on the permit are to be consumed and it is the responsibility of the permit holder to see that no alcoholic beverages are brought in through any other sources than those specified in the permit.
  - d. It is an offense to serve alcoholic beverages to any person under the age of 21 years and it is the responsibility of the permit holder to ensure minors are not served.
  - e. It is the responsibility of the permit holder and his/her assistants, or delegates to ensure that no drunkenness is caused or brought about through the operation of the permit, and to ensure the safe departure of the guests.
  - f. The permit holder must be present until the closing of the bar.
  - g. The permit should expire no later than 10:00 p.m. and the facility vacated by 11:00 p.m. unless otherwise stated.
  - h. The Licensee must ensure that guests do not take alcoholic beverages out of the licensed area.
  - i. We require that the alcohol permit be obtained by the licensee or the caterer one week prior to the function. A copy must be delivered to Replex management offices, and one copy must go to the bartenders for display during the function.
- 13. Special conditions may be attached to this agreement by and attested thereto.
- 14. A \$50 cleaning fee will be assessed for full-gym rentals in which food or beverages will be present.
- 15. Cancellation Policy:
  - a. Activity Room and/or gym rentals: If the event is cancelled...
    - i. 30 days or more prior to the event, licensee will be given full refund.
    - ii. Between 7 and 29 days before the event , the licensee will be given a 75% refund or the option to reschedule.
    - iii. Less than 7 days before the event, the licensee will be given a 50% refund or the option to reschedule.
  - b. Pool rentals: If the event is cancelled...
    - i. 30 days or more prior to the event, licensee will be given full refund.
    - ii. Between 7 and 29 days before the event, the licensee will be given a 50% refund or the option to reschedule.
    - iii. 3 days or less before the event, the licensee will be given no refund or transfer date. See manager for special exceptions or emergency situations.

**PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE LICENSEE TO ENSURE THAT THE CATERER AND ALL PERSONNEL PERTAINING TO THE EVENT ARE AWARE OF AND LIKEWISE ABIDE BY THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT.**

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