

CATTAIL PARK BUILDING RENTAL AGREEMENT

Agreement made _____, 20 _____, between the City of Fulton, an Illinois Municipal Corporation, hereinafter referred to as City and _____ hereinafter referred to as Tenant.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City agrees to lease to Tenant and Tenant does hereby rent from the City, the city-owned building in Cattail Park, City of Fulton, Whiteside County, Illinois, on _____ (date) from _____ to 10:00 PM on said date.
2. Tenant represents that the premises are being rented for the sole purpose of use as a park facility and for no other purpose whatsoever.
3. Tenant who are residents of the City of Fulton shall pay to the City the sum of One Hundred Dollars (\$100.00) per day rental, payable in advance, as the Fulton City Hall. Tenants who are not residents of the City of Fulton shall pay to the City the sum of One Hundred Fifty Dollars (\$150.00) per day rental, payable in advance, at the Fulton City Hall. **NO REFUND OF RENTAL FEES WILL BE MADE UNDER ANY CIRCUMSTANCES.**
4. The City shall not furnish any services of any kind or nature whatsoever for Tenant.
5. Tenant agrees to surrender the premises and all equipment contained in the building to the City at 10:00 PM on the day of the lease in the same condition as of the date of the commencement of the lease, ordinary use and wear thereof only accepted.

6. The Tenant shall further pay the sum of One Hundred Dollars (\$100.00) in advance payable at City Hall as a deposit towards any damage caused to the building or premises, or for the cost of cleaning up the building after the Tenants use. The City agrees to return any portion of the One Hundred Dollars (\$100.00) deposit within fifteen (15) days of the date of the use of the building by the Tenant, for any portion of the deposit which has not been expended by the City to pay reasonable expenses for repairing any damage to the premises or for cleaning the premises after the Tenants use. If the sum of One Hundred Dollars (\$100.00) is insufficient to pay for such damage or cleaning expenses, the Tenant shall pay the addition amount within fifteen (15) days of the date of receiving a written itemization of the expenses or costs of repairs incurred by the City. If the premises or any portion of the building or any equipment contained therein during the period of the lease shall be damaged by the act, default or negligence of the Tenant or of any Tenant's agents, patrons, guests or any person admitted to the premises by Tenant, Tenant will pay to the City within fifteen (15) days upon written demand, such sum as shall be necessary to restore the premises or equipment contained therein to their present condition.

Tenant hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises or any portion of said building by the consent of Tenant or by or with the consent of any person acting for or on behalf of Tenant.

7. Tenant shall comply with all laws of the United States and of the State of Illinois and of all ordinances of the City of Fulton and the County of Whiteside, and all other rules and regulations of the Police and Fire Departments of the City of Fulton. The Fulton Police Department shall have the right to enter the premises and Tenant shall

hereby by entering into this agreement grant the Fulton Police Department permission to enter the premises at any time for any purpose or reason whatsoever, the agreement shall be declared immediately null and void and the City may re-enter and retake the building and the Fulton Police Department shall have the authority to close the Park and remove anybody from the building if in the opinion of any member of the Fulton Police Department such closure and removal would be in the best interests of the public health, safety, peace or welfare of the City.

8. Tenant will not cause or allow any alcoholic liquor to be sold on the premises. No alcoholic liquor shall be provided or consumed by any person under the age of 21 on the premises. Tenant shall show proof of dramshop insurance if liquor is to be provided.

9. Tenant shall not injure, or mar, or in any manner deface the premises or any equipment contained therein and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred, or defaced. Tenant will not drive or permit to be driven nails, hooks, tacks or screws into any part of the building or equipment contained therein and will not make or allow to be made any alterations of any kind to the building or equipment contained therein.

10. All equipment trusted to the care of the Tenant or on the demised premises during the term of this Lease which shall become lost, stolen or which shall disappear, shall be the sole responsibility of the Tenant and the Tenant shall be responsible to pay the full replacement cost to the City.

11. The Tenant agrees to abide by the rules and regulations of the park, a current copy of such rules and regulations shall be attached hereto, marked Exhibit "A", and be made a part hereof.

12. The City shall not be responsible for any damage or injury that may happen to Tenant or to Tenant's agents, guests, patrons or any property of the Tenants or Tenant's agents, patrons or guests, or any other person which may be invited on the premises by the Tenant, directly or indirectly, from any cause whatsoever.

13. Tenant hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage or injury on account of any claims, damages, or cause of actions or any liability whatsoever on account of or resulting from the use of the premises, during the term of this lease.

14. Tenant shall not assign this lease without written consent of the City.

15. Tenant agrees to pay all attorney's fees, costs and expenses incurred by the City in any suit filed by reason of the use of the premises by the Tenant for any reason whatsoever.

EXHIBIT A

RULES AND REGULATIONS

- A. The park shall close at 10:00 PM each day, and no one shall be permitted on the park premises after said closing time.
- B. No person shall be allowed to burn any materials in the park at any time, except during park hours' individuals may start a fire in a charcoal burner or a fire ring.
- C. Parking shall only be permitted in designated parking areas, as determined by City Council. No parking shall be permitted along or on any roadway in the park area.
- D. All pets in the park area shall be on a leash.
- E. The building located in the park area shall be available for public use on a reservation basis only. Reservations shall be made with the City Clerk on a first come, first served basis. Residents of the City of Fulton desiring to use the building shall pay rent in the amount of One Hundred Dollars (\$100.00) per day and shall pay a damage deposit in the amount of One Hundred Dollars (\$100.00). Anyone who is not a resident of the City of Fulton and desires to use the building shall pay rent in the amount of One Hundred Fifty Dollars (\$150.00) per day and shall pay a damage deposit in the amount of One Hundred Dollars (\$100.00). The damage deposit shall be refundable in full if the building is left in a satisfactory condition after its use. The City Council may by motion require that all individuals desiring to rent the building shall sign a rental agreement. Such agreement shall include a provision that the Fulton Police Department shall have the right to enter the premises at any time for any purpose whatsoever and if any member of the Fulton Police Department is refused permission to enter the premises at any time, the agreement shall be declared immediately null and void and the City may enter the building. The rental agreement shall further provide that the Fulton Police Department shall have the authority to close the park and remove anybody from the building if in the

opinion of any member of the Fulton Police Department such closure and removal would be in the best interest of the public health, safety, peace, or welfare.

F. No gasoline motorized water craft shall be launched from any area in the park.

G. Any violation for any rules provided for the park use shall be subject to the general penalty provision of the Ordinances of the City of Fulton

H. No more than fifty people shall be allowed in the building on the park premises at any time for any reason whatsoever.

I. Winter Rentals: please turn heat down to 55 degrees before you leave.

Summer Rentals: please turn air conditioning off before you leave.

J. NO PHONE SERVICE WILL BE AVAILABLE IN THE CATTAIL

BUILDING.

CATTAIL PARK BUILDING

CLEAN UP GUIDELINES

IN ORDER FOR YOUR \$100.00 DEPOSIT TO BE RETURNED THE FOLLOWING CLEAN UP MUST BE DONE:

- 1. FLOOR SWEPT, INCLUDING UNDER CHAIRS AND TABLES.**
- 2. ALL FOOD AND SPILLAGE WIPED FROM CHAIR SEATS AND BACKS.**
- 3. FLOOR MUST BE MOPPED IF THERE WAS ANY SPILLAGE OR TRACKING IN THE BUILDING.**
- 4. ALL TABLE TOPS CLEANED WITH SOAPY WATER AND DRIED.**
- 5. ALL COUNTER TOPS CLEANED WITH SOAPY WATER AND DRIED.**
- 6. ANY SPILLAGE IN REFRIGERATOR AND OR RANGE CLEANED.**
- 7. ALL GARBAGE REMOVED FROM THE PREMISES AND PLACED IN OUTSIDE RECEPTACLE.**
- 8. OUTSIDE PORCH SWEPT AND CLEANED. IF THERE IS ANY SPILLAGE ON OUTSIDE PORCH, IT NEEDS TO BE MOPPED.**
- 9. NO TACK OR NAIL HOLES OR PAINT PEELING FOUND.**

CLEANING SUPPLIES AND A GARBAGE BAG IS FURNISED FOR YOUR CLEANUP; YOU DO NOT HAVE TO REPLACE ANY OF THE SUPPLIES THAT YOU USE.

PLEASE ENJOY THE BUILDING, BUT LEAVE IT CLEAN FOR THE NEXT GUESTS.

Cattail Park Building Rental Form

Name: _____

Rental Date: _____ From: _____ to 10:00pm

Renter Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Driver's License Number and State: _____

I certify that I have received a copy of and agree to the terms of the Cattail Park Building Rental Agreement, Rules and Regulations, and Clean Up Guidelines.

I certify to the City of Fulton, IL that no alcoholic beverages will be provided to anyone during the time of my Rental Agreement and agree to surrender the premises and all equipment contained in the building, in the event that I or anyone else provides alcoholic beverages. This does not prevent the consumption of alcoholic beverages that are brought to the building by an individual and consumed only by the individual.

Signature: _____

Date: _____

City of Fulton Authorized Agent: _____

City Hall use only

Deposit received: Cash or Check # _____

Deposit returned: _____ Staff Initials: _____