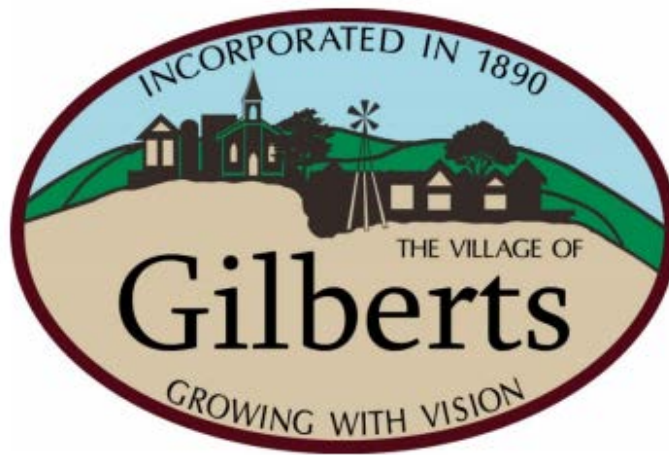


Village of Gilberts

Parks Policy



General Parks Rules and Regulations

The following rules and regulations shall apply to all Village of Gilberts parks, fields, courts, and other facilities, regardless of rental status:

- No alcoholic beverages or illegal drugs allowed.
- Use of the fields is subject to applicable provisions of the Village Code and state law.
- Use Village facilities at your own risk.
- Weapons of all types are prohibited.
- Cooking fires are restricted to grills.
- Pets must be leashed and pet excrement must be removed by pet owners.
- Do not use athletic fields when wet, improperly, or without supervision.
- Parking is limited to designated areas only.
- No swimming or boating.
- Speed limit is 10 mph.
- Run or jog only on designated trails.
- Parks close at dusk.
- Littering is prohibited in Village parks. Users are responsible for clean-up following an event and will be charged for any costs incurred by the Village for failure to comply.
- No person shall damage or destroy any park property of any kind or any property of others in a park or otherwise interfere with the use of a park by the public.
- Facilities such as jogging paths, basketball courts, and playgrounds are available to everyone using the parks (to share). They may not be reserved.
- Unless a field is rented, use of athletic fields is limited to 1.5 hours/day for a group
- The park area is open to the general public. Please be considerate of other parties using the park.

Athletic Court/Pickleball Rules and Regulations

The following rules and regulations shall apply to all Gilberts Athletic Courts:

- Sportsmanship and courtesy are expected at all times.
- Courts are for designated athletic uses only.
- No bikes, rollerblades, skateboards, or similar wheeled device on the courts.
- Gym/court shoes should be worn when playing on the courts.
- Use the courts at your own risk.
- No dogs allowed on any of the courts at any time.
- Court users shall also abide by the General Parks Rules and Regulations.

The following additional rules and regulations shall apply to all Gilberts Pickleball Courts:

- Unless a court is reserved, play is limited to one game to 11 when players are waiting and all other courts are being used.
 - Aside from reserved courts, if all courts are full, the first team to finish should relinquish the court to waiting players and may get back in line to play again.
 - Waiting players must place their paddle in the left most slot of the paddle stand to indicate they are waiting.
- Pickleball court users shall also abide by the General Parks Rules and Regulations, as well as the above Athletic Court Rules and Regulations.

Athletic Field Rental Policy

A. Introduction

1. The Village of Gilberts has available certain athletic field amenities that may be utilized and rented out. Those wishing to utilize a Village athletic field must abide by the policies set forth in this document. Any violation of this document may lead to a revocation of a permit, prohibition of future athletic rental, or other decision as the Village finds suitable.
2. Any organization wishing to rent an athletic field must fill out a rental application.

B. Field Applicability

1. The Village has multiple athletic fields that can be rented out:
 - i. Memorial Park – 355 Tyrrell Rd.
 1. Baseball Field (natural grass)
 - ii. Town Center Park – 301 Columbia Ln.
 1. Baseball Field (natural grass)
 - iii. Waitcus Park – Higgins Rd, just west of Railroad St.
 1. Baseball Field (natural grass)

C. Priority Given

1. From time to time, the Village's Public Works Department may need to conduct maintenance on the athletic fields. Due to all Village fields being natural grass, as opposed to synthetic turf, these fields require more frequent maintenance to ensure safer environments. If, at any time, maintenance needs to be conducted on a field that conflicts with a reserved timeslot, the Village will have priority.
 - i. If you are notified that maintenance must take place during your reservation time, please refer to Section F.3.
2. As the Village receives applications, occasions may arise where multiple organizations apply for the same field rental during the same date/time. Field rentals and block permits are on a first come, first served basis. However, in the event that 2 or more organizations apply for the same field and date/time on the same day, the Village reserves the right to determine who shall take precedence.

D. Reservation Dates

1. For regular field rentals during a given calendar year, rental applications will be accepted beginning January 1 of the same calendar year.
2. For block permits and tournaments, rental applications will be accepted beginning October 1 of the preceding calendar year.

E. Fees

1. Field rental fees shall be subject to Village Board Approval, and may be modified per Village Board Approval from time to time.
2. Definitions
 - i. Resident – A resident of the Village of Gilberts.
 - ii. Non-Competitive Organization – An organization that (1) has 501(c)(3) status, and (2) does not require tryouts/minimum skill levels for team eligibility.
 - iii. Other Organization – All other organizations that do not meet the definition of Non-Competitive Organizations.
 - iv. Non-Resident – An individual who resides outside of the Village of Gilberts corporate boundaries.
3. The Board shall have the right to waive any applicable fees for non-competitive organizations as they deem fit.

F. Cancellations

1. Renters may cancel or reschedule reservations as they need. Cancellation or rescheduling requests must be made at least 7 calendar days prior to the reservation date in order to receive a full refund. If a request to cancel or reschedule a field reservation is made less than 7 calendar days prior to the reservation date, the Village reserves the right to withhold the original payment.
 - i. If the Village chooses to withhold a refund payment request less than 7 calendar days prior to the reservation date, and the renter is requesting a rescheduling, the original payment may not be used to pay for the new reservation.
2. If a cancellation or rescheduling request is made due to hazardous weather conditions, the Village will work with the renter to reschedule the field reservation. If the event cannot be rescheduled after a cancellation due to hazardous weather conditions, the Village will issue a reimbursement of applicable fees, but not for any deposits.

- i. A renter requesting a refund due to hazardous weather conditions must do so within 24 hours of the original rental date.
 - ii. Hazardous weather conditions must meet a definition of hazardous weather as defined by the National Weather Service.
3. If the Village determines it is in the best interest to cancel a field reservation due to field maintenance, the Village will make efforts to notify the renter as soon as possible. The Village will work with the renter to reschedule the field reservation. If the event cannot be rescheduled after a cancellation due to field maintenance, the Village will issue a reimbursement.
4. For tournament cancellations, please refer to Section G.
5. For block permit cancellations, please refer to Section I.

G. Tournaments

1. For the purposes of this policy, the term “tournament” will refer to any field reservation made for an entire weekend. Tournament reservations will include all day Saturday and Sunday.
2. Unless expressly provided otherwise, tournaments will be subject to all other rules and regulations of this policy.
3. All tournaments will be subject to the same fee, regardless of the user category.
4. A deposit will be required for all tournament reservations.
5. Tournament applications will be accepted per Section D.2, and on a first come, first served basis.
6. If a tournament is cancelled by the requestor more than 60 calendar days prior to the event, the Village will issue a refund of the rental fee and the deposit.
7. If a tournament is cancelled by the requestor less than 60 calendar days, but 30 or more calendar days prior to the event, the Village will issue a refund of the rental fee, but will not issue a refund of the deposit.
8. If a tournament is cancelled by the requestor less than 30 calendar days prior to the event, the Village will not issue a refund for the rental fee or the deposit.

9. After a tournament finishes, if the Village finds the field has been damaged, finds litter or rubbish, or otherwise not in a clean, orderly condition, the Village reserves the right to withhold up to the entire amount of the deposit to ameliorate these issues.
10. If a tournament is cancelled by the requestor due to hazardous weather, Section F.2 will control.

H. Registration Methods

1. In order to rent an athletic field, a completed rental application must be returned to Village Hall, along with the requisite payment. Applications will not be processed until proper payment is made for the rental.
2. Completed applications can be returned to Gilberts Village Hall, 87 Galligan Rd, Gilberts, IL 60136.

I. Block Permits

1. The Village will offer block permits for organizations looking to reserve multiple dates and times for field usage. Such permits will be subject to a programming agreement to be agreed upon by the organization and the Village.
2. In order to qualify for a block permit, organizations must request a minimum of 100 hours of field time. The maximum amount of hours the fee will cover is 750 hours.
 - i. Any amount of hours requested over 750 hours will be charged per hour based on the normal hourly fee for given categories.
3. Block permit applications will be accepted per Section D.2, and on a first come, first served basis.
4. There shall be no refunds or partial refunds of any amount for block permits.
5. In order to apply for a block permit, organizations shall be required to fill out a Programming Agreement. Such agreement shall be subject to review by the Village.

J. Signage

1. Any signage must follow the process as outlined in the Village's Sign Code (Section 10-9-2 of the Unified Development Ordinance).

K. Field Maintenance

1. All users of Village athletic fields are fully responsible for keeping facilities clean, orderly, and in acceptable conditions for the next organization.
2. All rubbish is to be properly disposed of in available receptacle bins.

Any violation of this policy, the Village of Gilberts General Parks Rules and Regulations, or any damage done to Village property may result in additional charges from the Village, as well as denials of future rental applications.

Athletic Court Rental Policy

A. Introduction

1. The Village of Gilberts has available certain athletic court amenities that may be utilized and rented out. Those wishing to utilize a Village athletic court must abide by the policies set forth in this document. Any violation of this document may lead to a revocation of a permit, prohibition of future athletic rental, or other decision as the Village finds suitable.
2. Any organization wishing to rent an athletic court must fill out a rental application.

B. Court Applicability

1. The Village has multiple athletic courts that can be rented out:
 - i. Freeman Park
 1. Pickleball Court x4
 2. Tennis Court
 3. Bocce Ball Court x2

C. Priority Given

1. From time to time, the Village's Public Works Department may need to conduct maintenance on the athletic courts, or may deem courts unsafe. If, at any time, maintenance needs to be conducted on a court or if the Public Works Department deems a court unsafe that conflicts with a reserved timeslot, the Village will have priority and no one may play on the court until the Public Works Department deems the court safe again.
 - i. If you are notified that maintenance must take place during your reservation time, please refer to Section F.3.
2. As the Village receives applications, occasions may arise where multiple organizations apply for the same court rental during the same date/time. Court rentals are on a first come, first served basis. However, in the event that 2 or more organizations apply for the same court and date/time on the same day, the Village reserves the right to determine who shall take precedence.

D. Reservation Dates

1. For court rentals during a given calendar year, rental applications will be accepted beginning January 1 of the same calendar year.

E. Fees

1. Court rental fees shall be subject to Village Board Approval, and may be modified per Village Board Approval from time to time.

F. Cancellations

1. Renters may cancel or reschedule reservations as they need.
Cancellation or rescheduling requests must be made at least 7 calendar days prior to the reservation date in order to receive a full refund. If a request to cancel or reschedule a court reservation is made less than 7 calendar days prior to the reservation date, the Village reserves the right to withhold the original payment.
 - i. If the Village chooses to withhold this payment, and the renter is requesting a rescheduling, the original payment may not be used to pay for the new reservation.
2. If a cancellation or rescheduling request is made due to hazardous weather conditions, the Village will work with the renter to reschedule the court reservation. If the event cannot be rescheduled after a cancellation due to hazardous weather conditions, the Village will issue a reimbursement of applicable fees.
 - i. A renter requesting a refund due to hazardous weather conditions must do so within 24 hours of the original rental date.
 - ii. Hazardous weather conditions must meet a definition of hazardous weather as defined by the National Weather Service.
3. If the Village determines it is in the best interest to cancel a court reservation due to court maintenance, the Village will make efforts to notify the renter as soon as possible. The Village will work with the renter to reschedule the court reservation. If the event cannot be rescheduled after a cancellation due to court maintenance, the Village will issue a reimbursement.

G. Pickleball

1. Unless expressly provided otherwise, pickleball courts will be subject to all other rules and regulations of this policy.
2. Cancellation request regulations are given in Section F.

3. Due to the high popularity of pickleball, it is in the best interest of the public to have dedicated times for open play. This will help ensure that as many people can enjoy the courts as reasonably possible. As such, no reservations may be made during the following times/days:
 - i. Open Play (All courts)
 1. Monday-Friday: 11:00 AM – 3:00 PM
 2. Saturday-Sunday: 9:00 AM – 2:00 PM
4. The Village has determined it best to block off times for organized open play reservations. This will allow resident organizations to reserve timeslots for large group play. Groups shall be comprised of a majority of Gilberts residents, and may reserve up to 8 hours per week. Qualifying organized open play groups will not be required to pay a reservation fee. The following timeslots will be available for organized open play:
 - i. Organized Open Play (courts 1 and 2)
 1. Monday-Friday: 9:00 AM – 11:00 AM
 2. Monday-Friday: 6:00 PM – 8:00 PM
5. If, during any organized open play times, a court is not in use, it shall be considered open play until a group specifically reserves a timeslot for it.

H. Registration Methods

1. In order to rent an athletic court, a completed rental application must be returned to Village Hall, along with the requisite payment. Applications will not be processed until proper payment is made for the rental.
2. Completed applications can be returned to Gilberts Village Hall, 87 Galligan Rd, Gilberts, IL 60136.

I. Signage

1. There shall be no signage permitted for any rentals of athletic courts.

J. Court Maintenance

1. All users of Village athletic courts are fully responsible for keeping courts clean, orderly, and in acceptable conditions for the next organization.
2. All rubbish is to be properly disposed of in available receptacle bins.

Any violation of these rules and regulations, the General Parks Rules and Regulations, the Athletic Court/Pickleball Rules and Regulations, or any damage done to Village property may result in additional charges from the Village, as well as denials of future rental applications.

Pavilion Rental Policy

A. Introduction

1. The Village of Gilberts has available pavilions that may be utilized and rented out. Those wishing to utilize a pavilion must abide by the policies set forth in this document. Any violation of this document may lead to a revocation of a permit, prohibition of future athletic rental, or other decision as the Village finds suitable.
2. Any person wishing to rent a pavilion must fill out an application.
3. Pavilion rentals are for the pavilion itself, only. The park area adjacent to each pavilion shall remain open to the general public.

B. Court Applicability

1. The Village has two pavilions that can be rented out:
 - i. Memorial Park Pavilion
 - ii. Waitcus Park Pavilion
 - iii. Freeman Park

C. Priority Given

1. Pavilion rentals are on a first come, first served basis.

D. Reservation Dates/Times

1. For pavilion rentals during a given calendar year, rental applications will be accepted beginning January 1 of the same calendar year.
2. Rentals can be made either for a full-day, or for 6-hour increments. Half-day timeslots are for the following hours:
 - i. 8:00 AM – 2:00 PM
 - ii. 2:00 PM – 8:00 PM

E. Fees

1. Pavilion rental fees shall be subject to Village Board Approval, and may be modified per Village Board Approval from time to time.

F. Cancellations

1. Renters may cancel or reschedule reservations as they need. Cancellation or rescheduling requests must be made at least 7 calendar days prior to the reservation date in order to receive a full refund. If a request to cancel or reschedule a court reservation is made less than 7 calendar days prior to the reservation date, the Village reserves the right to withhold the original payment.

- i. If the Village chooses to withhold this payment, and the renter is requesting a rescheduling, the original payment may not be used to pay for the new reservation.
2. If a cancellation or rescheduling request is made due to hazardous weather conditions, the Village will work with the renter to reschedule the court reservation. If the event cannot be rescheduled after a cancellation due to hazardous weather conditions, the Village will issue a reimbursement of applicable fees.
 - i. A renter requesting a refund due to hazardous weather conditions must do so within 24 hours of the original rental date.
 - ii. Hazardous weather conditions must meet a definition of hazardous weather as defined by the National Weather Service.

G. Registration Methods

1. In order to rent a pavilion, a completed rental application must be returned to Village Hall, along with the requisite payment. Applications will not be processed until proper payment is made for the rental.
2. Completed applications can be returned to Gilberts Village Hall, 87 Galligan Rd, Gilberts, IL 60136.

H. Pavilion Maintenance

1. All users of Village pavilions are fully responsible for keeping pavilions clean, orderly, and in acceptable conditions. This includes the pavilion, as well as any amenities at the pavilion.
2. All rubbish is to be properly disposed of in available receptacle bins.

Any violation of this policy, the General Parks Rules and Regulations, or any damage done to Village property may result in additional charges from the Village, as well as denials of future rental applications.

Splash Pad Policy

A. Introduction

1. The Village of Gilberts Town Center Park includes a splash pad that may be reserved. Those wishing to utilize the splash pad must abide by the policies set forth in this document. Any violation of this document may lead to a revocation of a reservation or prohibition of future reservation.
2. Any person wishing to reserve the splash pad must fill out an application.
3. The maximum capacity for the Splash Pad is 55 persons at any given time.

B. Priority Given

1. Splash pad rentals are on a first come, first served basis.

C. Reservation Rules

1. For splash pad reservations during a given calendar year, applications will be accepted beginning January 1 of the same calendar year.
2. Reservations are for 4-hour increments: 8:00 AM – 12:00 PM or 1:00 PM – 5:00 PM.
3. Organized groups of 5 or more individuals must register for a time block.
 - i. Non-registration of a group of 5 or more individuals may lead to expulsion from the splash pad for the remainder of the day.
4. A given group may only reserve 1 time block per week.
5. The maximum number of a single group is 25 persons.
6. Registration of a group's use of the splash pad does **not** entitle the group to have exclusive use of the pad. Other individuals may use the splash pad during the reservation time, as long as the total number of users is no greater than 55 persons.

D. Fees

1. There are no fees associated with registering for the splash pad.

E. Registration Methods

1. In order to register for the splash pad, a completed rental application must be returned to Village Hall at 87 Galligan Rd, Gilberts, IL 60136.

F. Signage

1. There shall be no signage permitted for any splash pad reservation.

G. Splash Pad Maintenance

1. All users of Village splash pad are fully responsible for keeping it clean, orderly, and in acceptable conditions.
2. All rubbish is to be properly disposed of in available receptacle bins.

Any violation of this policy, the General Parks Rules and Regulations, or any damage done to Village property may result in additional charges from the Village, as well as denials of future rental applications.

**VILLAGE OF GILBERTS
ATHLETIC FIELD RESERVATION APPLICATION**

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136.
If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Athletic Field Rental Policy prior to completing this form.

**IF YOU ARE REQUESTING A COURT, TOURNAMENT, OR PAVILION
RESERVATION, OR BLOCK PERMIT, DO NOT FILL OUT THIS FORM.**

Date: _____ Applicant Name: _____

Please check one of the following:

Resident Non-Competitive Organization
Non-Resident Competitive Organization

Field Requested (check one):

Memorial Park Baseball Field Waitcus Park Baseball Field
Town Center Park Baseball Field

Date Requested: _____ Time: _____ to _____

Event Type (check one): Practice Game Other

If "Other," please explain: _____

Primary Contact: _____

Address: _____

Phone: _____ Email: _____

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I have read and understand the rules and regulations listed in the Village’s “General Parks Rules and Regulations” and the “Athletic Field Rental Policy” and agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code, removal from the park, and/or forfeiture of use of Village facilities, including denial of future reservations applications.

I (“Applicant”) hereby agree to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys’ fees, arising out of or related to (i) the acts and/or omissions of Applicant or Applicant’s employees, agents, or volunteers, (ii) the use of the Facilities by Applicant or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Facilities during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Applicant will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys’ fees, incurred by reason of Applicant’s breach of any of its obligations under this Agreement.

Applicant Signature

Village Representative

Date

Date Application Received

Emergency Contact Number

**VILLAGE OF GILBERTS
TOURNAMENT RESERVATION APPLICATION**

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136.
If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Athletic Facility Rental Policy prior to completing this form.

IF YOU ARE REQUESTING A NON-TOURNAMENT RESERVATION OR A BLOCK PERMIT, DO NOT FILL OUT THIS FORM.

Date: _____ Applicant Name: _____

Address: _____

Phone: _____ Email: _____

Facility Requested (check one):

Memorial Park Baseball Field Waitcus Park Baseball Field

Town Center Park Baseball Field

Tournament reservations will last an entire weekend, including all day Saturday and Sunday.
Please list the dates you would like to reserve: _____ to _____

Primary Contact: _____

Phone: _____ Email: _____

Please list all participating teams in the tournament:

_____	_____
_____	_____
_____	_____

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I have read and understand the rules and regulations listed in the Village’s “General Parks Rules and Regulations” and the “Athletic Field Rental Policy” and agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code, removal from the park, and/or forfeiture of use of Village facilities, including denial of future reservations applications.

I (“Applicant”) hereby agree to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys’ fees, arising out of or related to (i) the acts and/or omissions of Applicant or Applicant’s employees, agents, or volunteers, (ii) the use of the Facilities by Applicant or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Facilities during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Applicant will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys’ fees, incurred by reason of Applicant’s breach of any of its obligations under this Agreement.

Applicant Signature

Village Representative

Date

Date Application Received

Emergency Contact Number

**VILLAGE OF GILBERTS
ATHLETIC COURT RESERVATION APPLICATION**

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136.
If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Athletic Court Rental Policy prior to completing this form.

**IF YOU ARE REQUESTING A FIELD, PAVILION, OR TOURNAMENT
RESERVATION, OR A BLOCK PERMIT, DO NOT FILL OUT THIS FORM.**

**IF YOU ARE A QUALIFYING ORGANIZED OPEN PLAY GROUP, PLEASE FILL
OUT THE ORGANIZED OPEN PLAY APPLICATION.**

Date: _____ Applicant Name: _____

Please check one of the following:

Resident Non-Resident

Court Requested (check one):

Freeman Park:

Pickleball Court 1

Pickleball Court 3

Bocce Court 1

Pickleball Court 2

Pickleball Court 4

Bocce Court 2

Tennis Court

Date Requested: _____ Time: _____ to _____

Primary Contact: _____

Address: _____

Phone: _____ Email: _____

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I have read and understand the rules and regulations listed in the Village’s “General Parks Rules and Regulations” and the “Athletic Court Rental Policy” and agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code, removal from the park, and/or forfeiture of use of Village facilities, including denial of future reservations applications.

I (“Applicant”) hereby agree to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys’ fees, arising out of or related to (i) the acts and/or omissions of Applicant or Applicant’s employees, agents, or volunteers, (ii) the use of the Facilities by Applicant or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Facilities during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Applicant will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys’ fees, incurred by reason of Applicant’s breach of any of its obligations under this Agreement.

Applicant Signature

Village Representative

Date

Date Application Received

Emergency Contact Number

**VILLAGE OF GILBERTS
ORGANIZED OPEN PLAY
ATHLETIC COURT RESERVATION APPLICATION**

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136.
If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Athletic Court Rental Policy prior to completing this form.

***THIS IS AN APPLICATION FOR QUALIFYING ORGANIZED OPEN PLAY
GROUPS. PLEASE ENSURE YOU QUALIFY PRIOR TO FILLING THIS FORM OUT.***

Date: _____ Applicant Name: _____

Court Requested (check one):
Freeman Park:

Pickleball Court 1

Pickleball Court 2

Dates, Days, and Times Requested: _____

Primary Contact: _____

Address: _____

Phone: _____

Email: _____

I have read and understand the rules and regulations listed in this document and I agree to abide by them. I have read and understand the rules and regulations listed in the Village’s “General Parks Rules and Regulations” and the “Athletic Court Rental Policy” and agree to abide by them. I understand that the violation of any rule or regulation by me or by any member in my party may subject the violator to fines as provided by the Village Code, removal from the park, and/or forfeiture of use of Village facilities, including denial of future reservations applications.

I (“Applicant”) hereby agree to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys’ fees, arising out of or related to (i) the acts and/or omissions of Applicant or Applicant’s employees, agents, or volunteers, (ii) the use of the Facilities by Applicant or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Facilities during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Applicant will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys’ fees, incurred by reason of Applicant’s breach of any of its obligations under this Agreement.

Applicant Signature

Village Representative

Date

Date Application Received

Emergency Contact Number

VILLAGE OF GILBERTS
20 [] RECREATIONAL PROGRAMMING AGREEMENT

THIS RECREATIONAL PROGRAMMING AGREEMENT (“*Agreement*”) is made this _____ day of _____, 20 [] by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and (*insert entity name*) (hereinafter referred to as the “*Programmer*”).

A. FIELD USAGE. For calendar year 20 [], the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A.

B. VILLAGE RESPONSIBILITIES. The Village agrees to provide the following services for the Fields:

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.
3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.
4. The Village’s designated non-emergency contact as for questions regarding the Fields is [], who may be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-2861.

C. PROGRAMMER OBLIGATIONS. Programmer will be responsible for the following:

1. Programmer will provide all necessary equipment for the Recreational Activities.
2. Programmer will restore the Fields after each use to the same condition as Programmer found the Fields, including the removal of any garbage or debris (water bottles, paper, etc.) as reasonably determined by the Village’s Public Works Director.
3. Programmer may not store any equipment at the Fields without the express written consent of the Village.
4. Programmer will be responsible for inspecting the Fields and determining whether they are safe and suitable for the Recreational Activities.
5. Programmer will be responsible for monitoring weather conditions while using the Fields, and will be responsible for determining if the Recreational Activities should be suspended or cancelled due to inclement or dangerous weather.

6. Programmer will be responsible for any and all equipment or other personal property brought onto the Fields by Programmer or the participants in the Recreational Activities. The Village will not be responsible for any lost, damaged, or stolen property brought onto the Fields.
7. Programmer will comply with all applicable local, state, and federal laws applicable to Programmer and the Recreational Activities. Programmer will not discriminate or refuse to allow an individual to participate in the Recreational Activities on basis of race, creed, color, sex, sexual orientation, military service status, age, national origin, matriculation, disability, or any other class protected by local, state, or federal law.
8. Programmer will be responsible for the safety of all participants in the Recreational Activities, including ensuring all of Programmer's employees and volunteers are qualified and capable of supervising the Recreational Activities.
9. Programmer must include the Village of Gilberts as a released party in the Programmer's waiver and release of liability for participants in the Recreational Activities. Programmer must provide the form waiver and release of liability for the Village's review and approval before Programmer uses the Fields.

D. TERM OF AGREEMENT. This Agreement shall be in effect from (*insert term start date*), 20__ to (*insert term end date*), 20__. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

E. INDEMNIFICATION. Programmer will, and hereby agrees to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys' fees, arising out of or related to (i) the acts and/or omissions of Programmer or Programmer's employees, agents, or volunteers, (ii) the use of the Fields by Programmer or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Fields during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Programmer will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys' fees, incurred by reason of Programmer's breach of any of its obligations under this Agreement.

F. INSURANCE. Programmer will carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$2,000,000.00. Programmer will add the Village as an additional insured party on any policy for the use of the Fields by Programmer. Programmer will provide a certificate of insurance evidencing such coverage to the Village Clerk prior to any use of the Fields by Programmer.

G. MISCELLANEOUS.

1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.
2. Programmer may not assign this Agreement without the express written consent of the Village.
3. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement
4. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any legal action commenced with respect to this Agreement shall be commenced and prosecuted only in a court of proper jurisdiction in Kane County, Illinois.
6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, court costs, and any other collection costs.
8. This Agreement is made solely between the Parties, and is not intended, and shall not be construed, to create any rights of, or duties or obligations to, any third party.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date written above.

Village of Gilberts

(Insert Programmer Name)

Brian Bourdeau, Village Administrator

(authorized signatory)

EXHIBIT A

Schedule of Recreational Activities

4851-4064-5766, v. 1

PAVILION RESERVATION APPLICATION

Please complete this form and return to the Village Hall at 87 Galligan Rd, Gilberts, IL 60136.
If you have any questions, you can contact the Village at 847-428-2861.

Please review the Village's Pavilion Rental Policy prior to completing this form.

IF YOU ARE REQUESTING AN ATHLETIC FIELD, COURT, OR TOURNAMENT RENTAL, OR A BLOCK PERMIT, DO NOT FILL OUT THIS FORM.

Name of Applicant: _____ Date: _____

Pavilion requested: Memorial Park Waitcus Park
Freeman Park

Please check one: Resident Non-Resident Charitable Organization

Date Requested: _____ Purpose of Function: _____

Time Requested: 8:00 AM – 2:00 PM All Day
2:00 PM – 8:00 PM

Anticipated number of persons who will be attending: _____

Address: _____

Phone: _____

Email Address: _____

I have read and understand the rules and regulations listed in this document, and I agree to abide by them. I have read and understand the rules and regulations listed in the Village's "General Parks Rules and Regulations" and the "Pavilion Rental Policy" and agree to abide by them. I understand that the violation of them by any member in my party will result in denial of future reservation applications, my removal from the parks, and possibly, my, or someone in my party's arrest by the Village of Gilberts Police Department.

If you find that your reservation must be cancelled, please contact the park office as soon as possible, so that someone also may use the shelter. **Refunds will be granted only if cancellation is made at least 7 calendar days prior to the date of your reservation.** Further reservations will not be accepted until 1 week after current reservation expires. Facilities such as volleyball courts, jogging paths, basketball courts, and playgrounds are available to everyone using the parks to share. They may not be reserved. Please be considerate of other parties using the park.

Applicant Signature

Village of Gilberts Reviewer

Date

Date

Emergency Contact Number

Pavilion Rental Hold Harmless Agreement

This agreement is made this _____ day of _____, 20__ at Gilberts, IL, between the Village of Gilberts, (herein referred to as “The Village”) and (**your name-please print**) _____ (herein referred to as “The Lessee”).

The Village holds the title to real estate commonly known as (please circle one) **Memorial / Waitcus / Freeman** Park in Gilberts, IL, along with all the buildings and accessories thereon. The Lessee has requested to use portions of (please circle one) **Memorial / Waitcus / Freeman** Park including the pavilion for the purpose of a picnic. NOW,

THEREFORE, for good and valuable consideration, the Village and the Lessee agree as follows:

1. The Lessee shall have the right to use portions of (please circle one) **Memorial / Waitcus / Freeman** Park, including the pavilion for the purpose of a picnic on the _____ day of _____, 20__.

2. In consideration of the use of (please circle one) **Memorial / Waitcus / Freeman** Park including the pavilion for the purpose of a picnic, the Lessee shall save and hold harmless the Village from any and all claims, demands, causes of action, litigation or liability related to damages to the Lessee or to the property of the Lessee or to any third parties of the Lessee using (please circle one) **Memorial / Waitcus / Freeman** Park, including the pavilion for the purpose of a picnic on the _____ day of _____, 20__.

<p><u>Reservation Notes</u></p> <p>Corporations/organizations over 50 people are required to send a Certificate of Insurance naming the Village of Gilberts as co-insured for the date of the function.</p> <p>Residents will be required to show proof of resident status.</p> <p>Charitable Organizations will be required to show proof of 501(c)(3) status.</p>	<p><u>For your safety, please follow the rules and regulations:</u></p> <ul style="list-style-type: none"> No alcoholic beverages or illegal drugs allowed State and Village laws apply in the parks Weapons of all types are prohibited Cooking fires are restricted to grills Pets must be leashed Pet excrement must be removed by pet owners Do not use equipment when wet, improperly, or without supervision Park in designated areas only No swimming or boating Speed limit – 10 MPH Run or jog only on designated trails Parks close at Dusk
<p>Reservations are for Pavilion only. The park area will be open to the general public.</p> <p><u>In case of an emergency, call 911</u></p>	

SPLASH PAD REGISTRATION APPLICATION

Please complete the form below and return to Village Hall, 87 Galligan Rd. Gilberts, IL, 60136.
Office hours: 8:30am – 4:30pm (Monday-Friday)

Name of Applicant: _____

Name of Organization: _____

Date Requested: _____ Time: _____

Anticipated number of persons who will be attending: _____

Contact Person (name, please print): _____

Address: _____

Phone: _____

I have read and understand the rules and regulations listed in this document, and I agree to abide by them. I have read and understand the rules and regulations listed in the Village’s “General Parks Rules and Regulations” and the “Splash Pad Policy” and agree to abide by them. I understand that the violation of them by any member in my party will result in denial of future registration applications, my removal from the parks, and possibly, my, or someone in my party’s arrest by the Village of Gilberts Police Department.

If you find that your registration must be cancelled, please contact the park office as soon as possible, so that someone also may use the splash pad. Facilities such as playgrounds are available for everyone using the parks to share. They may not be reserved. Please be considerate of other parties using the park.

Applicant Signature

Village of Gilberts Reviewer

Date

Date

Emergency Contact Number

Splash Pad Registration Hold Harmless Agreement

This agreement is made this _____ day of _____, 20__ at Gilberts, IL, between the Village of Gilberts, (herein referred to as “The Village”) and **(your name-please print)** _____ (herein referred to as “The Lessee”).

The Village holds the title to real estate commonly known as Town Center Park Splash Pad in Gilberts, IL, along with all the buildings and accessories thereon. The Lessee has requested to use portions of splash pad. NOW, THEREFORE, for good and valuable consideration, the Village and the Lessee agree as follows:

1. The Lessee shall have the right to use portions of splash pad on the _____ day of _____, 20__.

2. In consideration of the use of splash pad, the Lessee shall save and hold harmless the Village from any and all claims, demands, causes of action, litigation or liability related to damages to the Lessee or to the property of the Lessee or to any third parties of the Lessee using the splash pad on the _____ day of _____, 20__.

For your safety, please follow the rules and regulations:

- Use of the Splash Pad by organized groups is allowed from 8 a.m. to noon and 1:00 p.m. to 5:00 p.m. on days the Splash Pad is open.
- Organized groups of five (5) or more individuals must register with the Village Clerk for a time block per standard village park/pavilion registration procedures.
- A group may only reserve one time block per week with no priority for rescheduling due to weather.
- The cumulative number of group visitors for any time block will not exceed 25 persons.
- Non-registration of a group is grounds for the group to be expelled from the pad for the remainder of the day.
- The Splash Pad's capacity is determined to be 55 persons for purposes of administration.

Registrations are for Splash Pad only.
The park area will be open to the general public.

In case of an emergency, call 911