



Resident Family Rental Reservation 2019

Administrative Office
One E. Crystal Lake Avenue
Crystal Lake, IL 60014
815-459-0680

Main Beach
300 Lake Shore Drive
Crystal Lake, IL 60014
815-477-5404

West Beach
2330 Lake Avenue
Crystal Lake, IL 60014

Reservation Date _____

Arrival / Departure Time _____

Party Name _____

Address _____

Contact Person _____

Email _____

Telephone #'s (C) _____

(H) _____

Resident admission is \$1 / person. Residents 3 years & under and Seniors 60 years & older are free. Each guest is \$4. (Children 3 years & under are free) Parking is free. (Must provide proof of residency)

Location: Main Beach: _____

West Beach: _____

Each guest will pay for themselves upon entering the park: _____

Host will pay for all guests prior to the end of event: _____

Number of reserved picnic tables @ \$10/each: _____

Picnic area: _____

Estimated number of guests: _____

Other: _____

Boat Rental:

Type and number of boats: _____

Time: _____

Fee: _____

Host Responsibilities

- Provide guest list by the Thursday prior to your reservations. Please note residents and non-residents.
- Inform Crystal Lake Park District staff of any tents, outside vendors or contractual services being used for this reservation at least one week prior to your reservation date.
- Upon arrival, please check in with front gate attendant.

Please submit request at least one week prior to reservation:

Kim Buscemi, Manager of Recreation Services

1 E. Crystal Lake Ave

Crystal Lake, IL 60014

kbuscemi@crystallakeparks.org

815-459-0680 ext. 1217

Additional Amenities

(Notice required at least one week in advance)

Additional Reserved Picnic Tables

\$10 per table

Tents brought into beach park area

10X10 or smaller pop-up tents – no charge

Staked in tents \$75

**all staked in tents require (5) day advance permission from Park District staff due to limited areas that can accommodate stakes in the ground

Group Boat Rental (Main Beach only)

Paddle Boat, Canoe, Rowboat, Kayak

\$10 per hour per boat

**children 12 years and younger must be accompanied by an adult guardian

**boat rental waivers required from all. Parent/guardian signatures required for those under 18 yrs.

Band Shell

\$175 – beach picnic tables are not to be moved into the band shell by guest. Beach picnic tables can be reserved for \$10/table and staff will move into the band shell.

Rental agreement required for above amenities.

If you need the assistance of a Park Police Officer, please call the Non-Emergency Police Department at 815-455-2313, or Police Emergency #911.

General Provisions

- A. As used in this Facility Rental Agreement, "Crystal Lake Park District" includes its officers, officials, agents, employees and volunteers.
 - B. As used in this Facility Rental Agreement, "premises" and "facilities" includes all rented facilities and common areas, including, but not limited to, parking facilities, restrooms, walkways, hallways, etc.
- NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:
1. The Crystal Lake Park District retains the right to cancel this agreement at any time and for any reason, including, but not limited to inclement weather, misconduct of the Renter (or any member of Renter's group) or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the Renter has breached any of its obligations under this Agreement.
 2. This rental agreement is entered in solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
 3. This agreement may not be assigned by Renter without the Crystal Lake Park District's prior written consent.
 4. This agreement represents the entire understanding between the parties. This agreement may be modified or altered only by further agreement, in writing, between the parties.
 5. This agreement must be signed by the Renter, age 21 or older, or an authorized agent or representative of Renter, and an authorized Crystal Lake Park District representative.
 6. Renter shall fully comply with all Crystal Lake Park District rules, a copy of which are attached and any other rules, regulations, and ordinances in connection with the use of the facility. Failure to comply with rules will result in forfeiture of field rental privileges.
 7. Renter agrees to protect, indemnify, save, defend, and hold harmless the Crystal Lake Park District, including its officers, officials, employees, agents and volunteers (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, causes of action, costs and expenses, (including reasonable attorney fees) which the Park District may become obligated by reason of any accident or injury (including death) arising indirectly or directly in connection with or under this use agreement, whether such loss, damage, injury or liability is contributed to by the negligence of the Crystal Lake Park District or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever.
 8. The Crystal Lake Park District reserves the right to amend the rental rules, as needed, to serve the best interests of the Park District.
 9. Renter must be present for the *entire* rental and your rental *will not* begin until you, the Renter, has entered the facility and checked in with the Park District official supervising the rental (if applicable).
 10. The Crystal Lake Park District retains the right to cancel or revoke this agreement at any time and for any reason, including, but not limited to inclement weather, misconduct of the Renter (or any member of Renter's group), for misuse of property, any misrepresentation of renter, for purposes deemed necessary for public safety or preservation of property, or if termination serves the interests of Park District residents, or because the Renter has breached any of its obligations under this Agreement. The Crystal Lake Park District reserves the right not to authorize future rentals if this agreement is cancelled or revoked for any reason.
 11. Either party hereto may cancel this Agreement by delivery of written notice to the other party at least two (2) weeks prior to the scheduled event as hereinbefore designated. If this Agreement is so canceled, by the Crystal Lake Park District, all fees and deposits will be returned to the Renter. In the event of cancellation by Renter two weeks or less prior to event, the facility deposit will not be refunded.
 12. Park District facilities cannot be used for fund-raisers, or for profit, unless prior permission is given by the Board of Commissioners.
 13. Any renter or food vendor planning to serve food and inviting the general public to attend must apply for, and acquire, a temporary health permit from the McHenry County Health Department. The health department certificate is due twenty-one (21) days prior to the event.
 14. The Crystal Lake Park District provides lifeguard staff when swim area is available for use. Renter fully understands and agrees that lifeguards are not responsible for supervising Renter's group. Lifeguards are responsible for enforcing rules and regulations and responding to emergencies.
 15. Admission fees cannot be charged or collected in a Park District facility.
 16. Interpretation of this agreement shall be governed by the laws of the State of Illinois.
 17. Vehicle traffic on the grass is prohibited. Vehicles must stay in designated parking lots.

Age/Supervision Requirements

1. You must be 21 years of age to rent a facility.
2. Renter is solely responsible for the actions of any member of Renter's group and shall provide adequate adult supervision (age 21 or older) of Renter's group at all times.
3. Renter shall minimally provide one adult supervisor for every ten children ages six and older (1:10 ratio) and one adult supervisor for every eight children under the age of six (1:8 ratio).
4. Renter shall ensure that there is at least one adult supervisor fluent in English and on site at all times during Renter's use of the facility.

Vendors and Contractual Services

1. At the time of the reservation, the Renter will furnish the Crystal Lake Park District with a list of any vendors or contractual services they will be using during its rental and the vendor will furnish insurance as outlined below. Any vendor or contractual service that the Renter is using for the rental must follow the same insurance requirements as the Renter. Food vendors must also supply a current health department certificate. The insurance certificate is due twenty-one (21) days prior to the event.

Conduct-Safety

1. Facilities may not be used for any business or organization for any uses or activities that require any local, county, state or federal licensing. Any Renter found violating this procedure will have its rental terminated immediately and shall forfeit all rental fees and its deposit.
2. Renter shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
3. Gambling and games of chance are strictly prohibited.
4. Pets are prohibited in Park District buildings and beaches (exception: Service Animals. Renter shall be responsible for and will pay for any damage to Crystal Lake Park District property arising out of the use of the said facility pursuant to this Agreement.
5. Renter is solely responsible for the safety and security of any property brought to the facility. The Crystal Lake Park District is not responsible for lost, stolen or damaged personal items.
6. The Crystal Lake Park District does not assume any liability for property damaged, lost or stolen on the Crystal Lake Park District premises during Renter's use of the premises and Renter hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity that Renter may sustain as a result of this Agreement.
7. Renter further agrees to waive and release the Crystal Lake Park District from any and all losses, claims, suits or judgments or damages that Renter might sustain as a result of any and all activities connected with or associated with this Agreement.
8. No Crystal Lake Park District equipment or property shall be removed from the premises.
9. Renter shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the Crystal Lake Park District's attention any potential dangers, safety hazards or problems. Renter is solely responsible for determining whether said facility is safe, appropriate and/or compatible for Renter's intended use.
10. Advertising or public promotion of a picnic or event must have prior approval of the Crystal Lake Park District.
11. No advertising, soliciting or sale of any item is allowed on park property.
12. No smoking is allowed in any Park District facility
13. Tape, glue, push pins, nails or other fastening devices may NOT be used to attach decorations, signs, posters or affix tablecloths.

Beach Rules

1. No one may enter the water without a lifeguard in the stand. Swimmers must follow lifeguard's instructions.
2. Swimmers must stay within the roped off area. Blue Buoys indicate water over 3 feet deep. Red Buoys indicate water over 5 feet deep.
3. No floats allowed beyond 3 foot buoy line. Floatation devices must be inspected by staff to ensure proper type and U.S. Coast Guard approved. A limited number of floatation devices are on hand for swimmers to use.
4. Athletic games or sports must be conducted in designated areas and not upon the bathing beach or in the water, where injury or inconvenience to others might result.
5. No Diving allowed.
6. No food or drink in the water.
7. Children under the age of the age of 11 must be accompanied by a person 16 years of age or older.
8. The lake water is not suitable for drinking. It is recommended swimmers shower and towel dry after leaving the water.
9. All infants must wear rubber or plastic pants. All swimmers must wear proper swimwear. No street clothes allowed.
10. Persons under the influence of alcohol or exhibiting erratic behavior will not be permitted in the beach area.
11. Admission to the beach may be refused to all persons suspected to have contagious diseases or infectious conditions.
12. Staff has the right to restrict behavior of patrons.
13. No pets allowed. Licensed service animals are exempt.
14. Do not feed the geese or other wildlife.
15. Obey lightning detection system rules for shelter.
16. Grill equipment and supplies must be brought in through the front gate only. Only charcoal grills will be permitted.
17. Drop-off catering supplies must be brought in through the front gate only.
18. Tents should be no larger than an EZ-Up size, 10ft by 10ft.
19. Beer and wine permitted in picnic areas only.
20. Glass containers are not permitted on the beach or playground.
21. Use receptacles provided for trash, charcoal, and recycling.
22. Crystal Lake Park District special events may restrict coolers in certain areas of the park.
23. No bicycles, skateboards, or roller skates allowed beyond gates between Memorial Day and Labor Day.
24. In an emergency, call 9-1-1.
25. Swim break rest periods are scheduled for 2:15PM and 4:15PM daily for everyone's safety. Additional rest periods may be run every hour on the hour depending on the temperature.
26. No walk-in boats, paddle boards, rubber rafts (all boats must go through the boat launch area with a purchased boat launch key card).

Insurance

All organizations, businesses, leagues and family events over 100 people must carry insurance as outlined below:

1. Renter shall maintain general liability insurance for bodily injury, personal injury and property damage during the term of this agreement, specifically including contractual liability coverage. The insurance shall be by an endorsement naming the Crystal Lake Park District it's officers, its officials, employees, agents and volunteers as additional insured and shall contain no special limitation on the scope of protection afforded the Crystal Lake Park District. The insurance shall have limits of not less than \$1,000,000 per occurrence for injury or death. Renter's insurance shall be primary insurance as respects the Crystal Lake Park District and any indemnified party. Any insurance or self-insurance maintained by the Crystal Lake Park District shall be in excess of Renter's insurance and shall not contribute with it. Renter's insurer shall agree to waive all rights of subrogation against the Crystal Lake Park District. The general liability insurance endorsement is due no later than twenty-one (21) days prior to the event.
2. If alcoholic beverages are being served, renter must also provide proof of Dram Shop and Host Liquor Liability insurance. The proof of Dram Shop and Liquor Liability insurance endorsement is due no later than twenty-one (21) days prior to the event.
3. Renter shall provide a certificate of insurance verifying compliance with the above insurance requirements and naming the Crystal Lake Park District as an additional insured, accompanied by a properly executed additional insured endorsement using CG 2011 or equivalent, and specifying the rental date(s) no later than twenty-one (21) days prior to the rental date(s).
4. Renter's insurer shall agree to waive all rights of subrogation against the Crystal Lake Park District.
5. Insurance and Host Liquor Liability can be purchased through the Park District. This insurance is supplied by Market Access Corporation of Palatine. Payment for this insurance must be made in advance. The Park District will submit the application for the insurance. Once the Park District is in receipt of the insurance binder, the Renter will be contacted to pick up a copy of the insurance certificate.
6. Market Access Cancellation Clause: Should the described policy be canceled before the expiration date thereof, the company will endeavor to mail 10 days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Alcohol

The service of alcohol (beer, wine and champagne) on Crystal Lake Park District property is a privilege and not a right. The renter and the renter's invitees shall be required to adhere to all rules and regulations imposed by the State of Illinois, the City of Crystal Lake and the Crystal Lake Park District regarding the service of alcohol. All such rules and regulations will be strictly enforced.

1. Renter must purchase additional insurance through the Park District, which includes Dram Shop and Liquor Liability coverage or provide additional insurance at their own cost that totals a \$2,000,000 aggregate limit which includes Dram Shop and Liquor Liability coverage. The cost of this additional insurance through the Park District will be an additional fee and the cost of providing personal insurance will be at the cost of the renter.
2. Additional insurance must include the Crystal Lake Park District as additionally insured.
3. The application and fees must be submitted a minimum of sixty (60) days prior to event.
4. Only beer, wine and champagne are permitted to be served. Whenever the term "alcoholic beverage" appears herein, it shall refer only to beer, wine and champagne.
5. Any alcoholic beverages on Park District premises may only be obtained through a retail sale and cannot be homemade.
6. No alcoholic beverages may be sold to guests or invitees and it may only be served to invited guests 21 years of age or older. ID's will be checked at the discretion of the Park District.
7. No alcoholic beverages may be consumed outside of the building, shelter or picnic area that is being rented.
8. No alcoholic beverages may be served or consumed in any parking lot or within 30 feet of any parking lot.
9. The service of alcoholic beverages will only be allowed on the date for the specific event and can be served only in cans, paper cups or plastic glasses or cups.

This agreement must be signed by the Renter, age 21 or older, or an authorized agent or representative of Renter, and an authorized Crystal Lake Park District representative.

Renter's Signature: _____ Date: _____
(A Duly Authorized Representative)

Renter's Printed Name: _____

Crystal Lake Park District Authorized Signature: _____ Date: _____