

# Phillips Park Weekday Commercial Rental Request



**Monday-Thursday: 10 a.m. to 5 p.m.**  
**Friday: Noon to 6 p.m.**  
**Minimum of 15 Guests**

## EVENT INFORMATION

Requested Date(s): \_\_\_\_\_

Arrival Time: \_\_\_\_\_ Departure Time: \_\_\_\_\_

Expected # of Children: \_\_\_\_\_ Expected # of Adults: \_\_\_\_\_

Type	# of children	# of adults	Total Cost	Total Due
Resident			x \$6 each	\$
Non-resident			x \$7 each	\$

*No refunds on unused entries. Additional guests pay daily entry rate on site.*

## CONTACT INFORMATION

Group Name: \_\_\_\_\_

Group Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Day-of Contact Name \_\_\_\_\_ Phone #: \_\_\_\_\_

## TO SECURE YOUR REQUEST:

The following forms and certificates are necessary before your event can be booked. Please complete all forms and return together to lfichtel@fvpd.net.

- Rental Request Form
- 50% Deposit
- Certificate of Insurance for \$1,000,000 listing FVPD as the additional insured
- 501(c)3 Form (if requested)

A 50% deposit is due at the time of booking. You may submit a check made payment to Fox Valley Park District (2121 W. Indian Trails Road, Aurora, IL 60506) or pay by credit card over the phone (608-907-9600). The remaining balance is due 14 days prior to your event. **Payment CANNOT be made at the outdoor aquatic centers.** In order to properly protect all our guests, we ask that you read the enclosed rules and make these rules known to all group members before entering the park.

## OFFICE USE ONLY

- Deposit       COI       Paid in Full

# Phillips Park Weekday Commercial Rental Request

## POOL RULES

- Parents and guardians are responsible for supervising children. Lifeguards are on-duty to enforce rules and respond to emergencies.
- Children under 12 years must be accompanied and supervised by someone 16 years or older in order to be admitted.
- Children age 12 to 15 may use the facility unsupervised. (Camps excluded. See group rental terms and conditions)
- All guests entering the park must pay admission. This applies to guests that will be supervising swimmers without entering the water.
- Guests under 48 inches tall must wear a life jacket or be within arm's reach of a parent or guardian at all times.
- Limited number of life jackets are available on-site
- All life jackets must be U.S. Coast Guard approved. All other flotation devices are prohibited.
- Guests must be 48 inches or taller to use the water slides.
- Running on the pool deck is prohibited.
- Diving is prohibited in the shallow area, but allowed in designated areas.
- Flips, twists and backward entry into the pool is forbidden.
- Shoving, pushing, dunking, hitting and breath holding contests are not allowed.
- Children not yet toilet-trained must wear a swim diaper under their swim suit.
- Do not sit on, cover or attempt to disrupt the flow of water from geysers and fountains.
- Lap lanes are primarily for adult patrons.
- Do not hang on or swim over the lap lanes or diving ropes.
- Swimming is forbidden without a lifeguard present.
- All instructions and commands given by lifeguards must be obeyed.
- Do not distract the lifeguards while supervising the pool. Unless it is a pool or water-related emergency, direct all questions or issues to staff at the admission building.
- Guests are encouraged to make any special accommodations needed known to staff.

## FACILITY RULES

- Cell phone use is strictly prohibited in the locker rooms.
- Food and beverages can only be consumed in designated areas.
- Glass containers are not allowed. No diving masks.
- The use of tobacco, alcohol or illicit substances is forbidden within the park and surrounding area.
- Firearms and other weapons are not allowed in the park, or any Fox Valley Park District facility.
- Please refrain from the use of profanity or offensive language.
- Swimming with a communicable disease or diarrhea symptoms is a violation of state law. If you or your child is suffering from, or recently suffered from, a communicable disease, please refrain from using the pool for at least five days.
- This facility follows U.S. Center for Disease Control guidelines for fecal incidents. This may require clearing/closing of the pool for disinfection.
- Please shower before entering the pool, and wash hands and shower after using the restroom.
- Please use designated changing room and restroom areas for diaper changing.
- Management reserves the right to close the facility due to unsafe weather and/or health conditions.
- Admission into the park maybe refused to persons with potentially hazardous medical conditions.
- Please secure all belongings. Fox Valley Park District is not responsible for loss or theft of any personal items.
- Management may implement and enforce rules that are more stringent or that supplements those listed to ensure the safety of guests.
- Failure to abide by these guidelines may result in disciplinary action and/or ejection from the facility.
- Vigilance Awareness Training is conducted at this facility. Testing provides aquatic staff with emergency and rescue training.

## WEATHER

Fox Valley Park District is not responsible for monitoring nor reporting approaching weather systems to its Renters, nor to participants and spectators at events held on District property. All risk of injury or death from weather-related conditions that may arise is expressly assumed by Renters, participants and spectators.

I UNDERSTAND AND HAVE READ THE ABOVE RENTAL GUIDELINES, AS WELL AS THE AQUATIC SAFETY GUIDELINES ENCLOSED AND UNDERSTAND THAT IF ANYONE IN MY ORGANIZATION/GROUP IS UNABLE TO ABIDE BY THESE REGULATIONS, THEY MAY BE ASKED TO LEAVE THE PREMISES. CONTINUED DISREGARD FOR THE RULES MAY RESULT IN THE FORFEITURE OF THE REST OF THE DAY AND THE BANNING OF MY ORGANIZATION FROM RETURNING TO THE AQUATIC CENTERS.

## ACKNOWLEDGEMENT OF RENTAL GUIDELINES AGREEMENT

---

Print Name of Responsible Party

Date

---

Signature of Responsible Party

# FOX VALLEY PARK DISTRICT

## **Phillips Park Weekday Commercial Rental Request**

### **THE PARTIES AGREE AS FOLLOWS:**

#### **Terms and Conditions:**

1. Fox Valley Park District shall have the use of the facility for the date(s) and time(s) stated herein and subject to the facilities group or rental fee as provided herein.
2. (User Group/Renter) shall fully comply with all Fox Valley Park District rules, regulations, and ordinances in connection with the use of the facility.
3. (User Group/Renter) shall fully comply with the attached Pool Rules & Regulations.
4. The Fox Valley Park District reserves the right to amend the rules, as needed, to serve the best interests of the Park District.
5. (User Group/Renter) is solely responsible for the actions of any member of (User Group/Renter's) group and shall provide adequate adult supervision (age 16 or older) of group at all times.
6. (User Group/Renter) Supervision ratios provided by (User Group/Renter) shall minimally meet the following.
  - 2 years old - 2:1 (staff to participant)
  - 3 years old - 5:1
  - 4-15 years old - 8:1
7. Participants in User Groups must be swim tested before or upon entering facility. Swimmers should have green wrist bands and nonswimmers should have red wrist bands. Understand that, regardless of the wrist band provided, the duty to supervise the children remains with the User Group/Renter at all times.
8. All adult supervisors with the User Group/Renter must be readily identifiable as being with that group for emergency contact purposes.
9. The Fox Valley Park District shall provide lifeguard staff for users of the facility. (User Group/Renter) fully understands and agrees that lifeguards are not responsible for supervising (User Group/Renter's) group. Lifeguards are responsible for enforcing rules and regulations and responding to emergencies.
10. (User Group/Renter) is solely responsible for the safety and security of any property brought to the facility. The Fox Valley Park District is not responsible for lost, stolen or damaged personal items.
11. (User Group/Renter) shall ensure there is at least one adult supervisor fluent in English and on-site at all times during (User Group/Renter's) use of the facility.
12. (User Group/Renter) agrees and acknowledges it has inspected the premises prior to use and considers the Park District facility and activities thereon safe. Upon identifying any unsafe condition at the facility, the User Group/Renter agrees it will cease any activity and immediately inform the Park District of any condition the User Group/Renter deems unsafe, including but not limited to: property defects, inadequate supervision, rule violations, or unsafe play by any party member or third-party. By continuing to use the Park District facility, User Group/Renter acknowledges the facility is appropriate for the activity engaged, the rules and supervision provided demonstrate a conscious regard for the safety of users of the facility, and the individuals of the User Group/Renter are both physically fit enough to engage in the activity and capable of following all rules and directions from the Park District.
13. The Fox Valley 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 (User Group/Renter) (or any member of User Group/Renter's party) 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 (User Group/Renter) has breached any of its obligations under this Agreement.
14. (User Group/Renter) agrees to protect, indemnify, save, defend, and hold harmless the Fox Valley 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 by drowning) 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 Fox Valley Park District or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever.
15. (User Group/Renter) agrees to provide and keep force at all times during this Agreement, the following coverages: commercial General Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; Property Damage Insurance, if applicable; full Worker's Compensation Insurance, if applicable, equal to the statutory amount required by law; and Employers Liability Insurance, if applicable, with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than fourteen (14) days prior to the rental date(s).
16. (User Group/Renter) insurance shall name the Fox Valley Park District as additional insured and shall contain no special limitation on the scope of protection afforded the Fox Valley Park District. Group's/Renter's insurance shall be primary insurance as respects the Fox Valley Park District. Any insurance or self-insurance maintained by the (Anytown) Park District shall be in excess of User Group's/Renter's insurance and shall not contribute with it. User/Group's/Renter's insurer shall agree to waive all rights of subrogation against the Fox Valley Park District.

# Phillips Park Weekday Commercial Rental Request

17. In the event of cancellation by (User Group/Renter) the deposit required herein shall be forfeited.
18. This rental agreement may be revoked at any time at the discretion of the Fox Valley Park District due to misrepresentation of (User Group/Renter), the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to (User Group/Renter).
19. This Agreement is entered into 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.
20. This agreement is governed by the laws of the State of Illinois.
21. The parties intend this statement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement and they are not bound by any other agreements of any kind or nature. The parties did not rely on statements or representations not contained within the document itself.
22. If any part of this agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of the agreement will remain in full force and effect.

**This agreement must be signed by an authorized agent or representative of (User Group/Renter), age 21 or older. Terms of this agreement shall be communicated to and followed by user group/renter on-site supervisor.**

Signature \_\_\_\_\_ Date \_\_\_\_\_