

AGREEMENT NUMBER _____

**CITY OF AURORA DIVISION OF PARKS & RECREATION
Pavilion Regulation & Reservation Permit**

All users of picnic pavilions at the City of Aurora Parks shall be governed by the following picnic pavilion regulations and shall be held responsible for violations of such. Violations of the rules, regulations, or any City Ordinances may result in a forfeiture of your deposit and will be taken into consideration in determining future reservation of facilities to the same group or individual.

A credit card is required for a security deposit. Checks and cash will not be accepted for the deposit. The security deposit will be equal to the price of the rental and must be paid at the Phillips Park Visitors Center at the time the reservation is made. Your credit card will be charged upfront. Deposits will not be returned if there is any damage to park facilities and/or if there is excessive clean up. Any damage and or cleanup costs exceeding the deposit amount may result in additional charges. Eligible deposits will be refunded to the credit card after the rental has taken place, refunds may take up to two weeks.

The rental fee for park pavilions is below. **There will be no refund once the pavilion is scheduled and paid for and no rescheduling including rain dates. You must submit form and payment in person to the Visitors Center, 1000 Ray Moses Dr., Aurora, IL 60505 to secure the pavilion.** The Visitors Center hours are seasonal, please call **630-256-3750** for current hours of operation. Pavilion reservations are for one day only. The City of Aurora reserves the right to cancel any reservation with 30 days' notice given. The pavilion will be reserved for the time that is specified on the permit form only, including time for setup and clean up. A permit will be hung at the pavilion.

Please be advised, if you are not bringing your own food for your picnic event, you may use the Phillips Park Concessionaires for any catering services. Please contact the Visitor Center for more information.

The person(s) signing the permit form shall be responsible for enforcement of the rules and regulations above and on the back of this form. Damage to park facilities will be charged to the permit holder. **This contract is to rent a pavilion not the park. Electricity available in Main Pavilion only.**

Applicant Name: _____ Phone: _____

Group Name (If Applicable): _____ # of People in attendance: _____

Address: _____

Date: _____ Time of use including setup/breakdown From: _____ am/pm to: _____ am/pm

Select Pavilion Location: Garfield: \$100 ; Phillips Park Main: \$300 ; 1/2 Main: \$150 ; Pagoda: \$100;

Parker: \$100 ; Island: \$100 ; Skate Park: \$100 ; Lincoln Hwy: \$100 w/out alcohol; \$150 with/alcohol;

Reservation will be cancelled after five (5) days if permit and payment is not returned.

Name on Credit Card: _____

Last 4 #s on Credit Card#: _____ Expiration Date: _____

Visa: ___ Master Card: ___ Authorized Signature: _____

STAFF ONLY

Approved By: _____ **Date:** _____

RULES:

- There shall be no parking or driving of vehicles on the grass.
- No amplified music that carries beyond 20 feet of the confines of the pavilion will be allowed.
- Ground fires are not allowed on City property.
- No alcoholic beverages will be allowed in the park at any time.
- All live coals must be totally extinguished with water and disposed of into one of the white concrete containers designated "CHARCOAL ONLY".
- No inflatable devices, live music or dunk tanks are allowed on City property.
- Only alcoholic beverages purchased from Phillips Park Golf Course are allowed at the Lincoln Highway Shelter.
- The entire pavilion area should be completely cleaned up and all refuse properly disposed of into litter barrels before the group departs. This includes all food, decorations and any other items brought to the pavilion. Decorations and any materials used to hang decorations such as tape, staples, nails, etc., must be completely removed from the premises.
- The pavilion should be left in the condition it was found. Any items left behind (including food, decorations or garbage)
- NOTE: Park, washrooms, and all facilities must remain open to the public.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO ABIDE BY THE PAVILION RULES & REGULATIONS, LIABILITY WAIVER AND HOLD HARMLESS PROVISIONS LISTED ABOVE AND ON THE BACK OF THIS FORM.

PRINT NAME

SIGNATURE

DATE

City of Aurora Parks and Recreation Division Picnic Pavilion Waiver and Hold Harmless

LIABILITY WAIVER: The applicant agrees for itself and its guests, employees, agents or volunteers associated with or attending the activity to be held at a City owned picnic pavilion for which the picnic permit is being sought, to waive and relinquish all claims and liability that may result in any manner against the City of Aurora, its Parks and Recreation division, its agents, public officers, officials or employees and authorized volunteers, except for acts caused by the willful and wanton misconduct by employees of the City of Aurora acting within the scope of their employment.

HOLD HARMLESS: The applicant agrees for itself and its guests, employees, agents or volunteers associated or to be associated with the activity to be held at a City owned picnic pavilion for which the picnic permit is being sought, to indemnify and hold harmless the City of Aurora, its Parks and Recreation Division, its agents, public officers, officials or employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses or expenses arising out of the permitted activity or any activity associated with the applicant while occupying or using a City owned picnic pavilion, including but not limited to claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Aurora acting within the scope of their employment. Further, the applicant agrees to indemnify the City of Aurora and any of its agents, public officers, officials or employees and authorized volunteers for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the applicant's use of public property as set forth in the picnic permit application.