

Effective immediately: A copy of the applicants drivers license or state issued identification card will be required with the deposit

**O'FALLON TOWNSHIP
TOWN HALL
801 E. STATE STREET
O'FALLON, IL 62269-1579**

Purpose Statement:

Effective Immediately - The O'Fallon Township Town Hall is available for rent by groups and individuals upon approval by the Township Board, which meet the 1st Wednesday of each month. Upon approval the applicant(s) will be responsible for abiding by all rules and regulations set forth by the O'Fallon Township Board of Trustees.

Set-up and Clean-up:

All set-up and clean-up will be the responsibility of the group or individual(s) renting the facility. If any additional time is required for the set-up and/or clean-up it will have to be approved by the office for availability of the hall – fees will be applied for any additional time needed at the same rate per hour for which the hall is being rented for. It is the responsibility of the applicant(s) to be sure the hall is maintained in the condition in which it was prior to the scheduled event. Failure to maintain the hall will result in a forfeiture of the security/damage deposit. If any property is damaged or abused beyond what is considered normal wear in the hall or surrounding premises the applicant(s) will be responsible to reimburse the Township for these damages above and beyond the retention of the security/damage deposit amount.

Upon conclusion of rental all tables and chairs are to be wiped clean and floor swept and dry mopped, any spills or sticky areas should be mopped with a wet mop and cleaned accordingly. All trash will need to be placed in the provided trash receptacle and then taken to the dumpster immediately following the event. All approved decorations are also required to be removed promptly.

Attorneys' Fees and Costs:

In the event of litigation, arbitration or any other action or proceeding between the parties to interpret or enforce this Agreement or any part thereof or otherwise arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs related to any such action or proceeding and its reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with any such action or proceeding. The prevailing party shall be deemed to be the party which obtains substantially the relief sought by final resolution, compromise or settlement, or as may otherwise be determined by order of a court of competent jurisdiction in the event of litigation, an award or decision of one or more arbitrators in the event of arbitration, or decision of a comparable official in the event of any other action or proceeding. Every obligation to indemnify under this Agreement includes the obligation to pay reasonable fees of attorneys, accountants and expert witnesses incurred by the indemnified party in connection with matters subject to indemnification.

Reservations (Hours of Operation):

The Township Hall will be available for rental during the following times:

- Monday – 8 a.m. – 10 p.m.
- Tuesday – 8 a.m. – 10 p.m.
- Wednesday – 8 a.m. – 10 p.m.
- Thursday – 8 a.m. – 10 p.m.
- Friday – 8 a.m. – 11 p.m.
- Saturday – 8 a.m. – 11 p.m.
- Sunday – 8 a.m. – 10 p.m.

Please Note: Fund Raisers are Prohibited

A Building Monitor must be present at all times if using the hall during non-business hours.

Reservations for the hall must be made at the Township Office during regular office hours and have to be accompanied by the paid in full amount of the applicable charges and security/damage deposit before the

application will be considered for approval. Applications will be approved on a first-come first-serve basis. The Township will reserve the right to deny use of the hall for any event deemed to be contrary at the discretion of the Township Board. The Township may also revoke any previously permitted occupant at any time at the discretion of the Township Board or staff.

Costs:

Occupancy of the hall cannot exceed a maximum of 200 people at any time.

	Resident	Non-Resident
Baby Shower	\$35.00 per hour	\$75.00 per hour
Bridal Shower	\$35.00 per hour	\$75.00 per hour
Anniversary Parties	\$40.00 per hour	\$80.00 per hour
Birthday Parties	\$40.00 per hour	\$80.00 per hour
Reunions	\$35.00 per hour	\$75.00 per hour
Meetings	\$20.00 for 2 hours \$10.00 each additional hr.	\$40.00 for 2 hours \$20.00 each additional hr.
Fund Raisers	Prohibited	Prohibited
Other (Specify)		

An additional fee of \$50.00 will be added if use of the warming kitchen is requested.

A deposit of **\$100.00 (CASH ONLY)** is required when submitting the application for all individual/private use events. This amount will be deducted from the total amount due at the conclusion of the event.

The building may be used for a funeral luncheon for a deceased resident of O’Fallon Township for a flat fee of \$25.00 for 2 hours, it may be used for a non-resident at a flat fee of \$50.00 for 2 hours. All hall rentals are based upon availability and all rules and regulations still apply.

Cancellation Policy:

Rental fees will be refunded in full if a reservation is cancelled at least 14 days in advance of the scheduled event. If the event is cancelled less than 14 days but more than 7 days half the reservation fees will be refunded. A cancellation of less than 7 days will result in no refund of the reservation amount. The cancellation date will be the date a written notice is received in the office of the Supervisor. All cancellations regardless of time restraints must be in writing.

Rules and Information for Town Hall Rental:

- No alcoholic beverages are allowed under any circumstances. Anyone violating this will be immediately asked to leave the property and the applicant(s) will be banned from requesting the use of the hall in the future and will result in the Township retaining all fees and security/damage deposit collected for the event.
- The O’Fallon Township Town Hall is a **SMOKE FREE** facility – there is no smoking allowed anywhere within the building.
- No equipment installation or building modifications are to be made unless approved in advance by the Township Board of Trustees and/or Township Supervisor.
- Any decorations which the applicant(s) plans to attach to any structure/surface within or surrounding the hall must first be approved in advance by the Township Supervisor.
- No nails, tacks, pins or staples may be applied to any surface. No confetti, straw or other loose materials may be used for hall decorations. The applicant(s) immediately following the conclusion of the event must remove all approved decorations. A \$25.00 per hour fee will be deducted from the security/damage deposit if a Township employee is required to remove any or all-remaining decorations (the minimum fee charged will be \$25.00).

- No candles or other flammable materials shall be allowed or used within the facility or surrounding premises except for food warming equipment brought by caterers. Advanced approval is required by the Township for centerpieces or other decorations.
- No property belonging to the Township shall be removed or displaced in anyway unless granted permission by the Township Supervisor in advance.
- The set up of chairs and tables is the responsibility of the applicant(s) utilizing the facility. The applicant(s) is also responsible for the return of the tables and chairs to their original storage locations in good order or the security/damage deposit will be forfeited.
- All designated areas marked "Handicapped Parking" must be kept clear unless used by a designated person(s). This will be the responsibility of the applicant(s).
- There is plenty of parking available on the west, east and south sides of the building – parking is allowed in all areas during the scheduled events – in the event a vehicle is left unattended after such an event has ended the O'Fallon Police Department will be notified and vehicle will be considered abandoned and will be towed at the owners expense. It is the duty of the applicant(s) to ensure all vehicles have left the premise after the time allowed for the hall rental has expired. The Township will not be responsible for any personal property, such as but not limited to vehicles that is damaged, vandalized or stolen.
- Applicant(s) must abide by all rules and regulations of this agreement along with any special conditions the Township Board and/or Township Supervisor may set forth upon approval of said request. Any comments or complaints of the Applicant(s) shall need to be addressed in writing to the office of the Township Supervisor at 801 E. State St., O'Fallon, IL 62269.
- Upon approval of the application for hall rental the applicant(s) agree to be responsible for ensuring the Township Town Hall rules and regulations set forth by the Township Board will be abided by and accept full responsibility if any are not abided by.
- The applicant(s) shall insure the activities/events will be properly controlled at all times and will furthermore ensure that all persons under the age of 18 years old will be properly supervised at all times during such event.
- The applicant(s) will be responsible for the safety of their guests and must hire any required security personnel if needed. Any Township employee has the right to summon local law enforcement if unruly behavior is not controlled at their discretion.
- The Township will not be responsible for any valuables brought onto the premises by anyone attending the said event.
- The Township Board and/or Township Supervisor furthermore reserve the right to amend or modify these rules and regulations at any time.

**O'FALLON TOWNSHIP
TOWN HALL RENTAL REQUEST**

Applicant Name: _____

Person Responsible for Group: _____ Home phone: _____

Position/Title: _____ Office phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Rental Date: _____ Times requested: _____
(include set-up and clean-up time)

Number of Participants Expected: _____

Purpose of rental:

Will you be using the main hall? Yes or No

Will you be using the warming kitchen? Yes or No (if yes, an additional fee of \$50.00 will be added)

Rental Fee: _____ hours @ _____ rate = \$ _____

Warming Kitchen Fee: \$ _____

Set-up and/or Clean-up Fees: \$ _____

Security Deposit: \$ _____

Total Cost: \$ _____

Rental fees and security/damage deposit must be present with the application to be considered for approval by the Township Board. Rental fees will be refunded in full if a reservation is cancelled at least 14 days in advance of the scheduled event. If the event is cancelled less than 14 days but more than 7 days half the reservation fees will be refunded. A cancellation of less than 7 days will result in no refund of the reservation amount. The cancellation date will be the date a written notice is received in the office of the Supervisor. All cancellations regardless of time restraints must be in writing. Security/damage deposit will be refunded if all rules and regulations are fully abided by. By signing you agree to all the terms set forth and any other conditions specified by the Township Board and/or Township Supervisor.

Signature of Applicant: _____ Date: _____

Authorizing Signature: _____ Date: _____

- Copy of drivers license or state ID card Receipt of \$100 cash only deposit
 Signed Indemnification Agreement

Special Conditions set forth by the Township Board and/or Township Supervisor:

Approved by Board of Trustee on _____
Date of Board Meeting

Trustee Signature

Trustee Signature

Trustee Signature

Trustee Signature

Town Clerk Signature

Supervisor Signature

<p>Office Use Only Application Approved on: _____ Security/Damage Deposit refunded on: _____ by: _____</p>
--



801 E. State Street, O'Fallon, IL 62269-1579

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT made and entered into this ____ day of _____, 20____, by and between O'Fallon Township, a municipal corporation of the State of Illinois and

(Name of Individual and/or Group)

I, _____, individually and/or as the agent representing _____, do hereby agree to indemnify and hold harmless the Township of O'Fallon, its elected officials, agents, employees and trustees from and against any and all loss, damages, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by our use during the occupancy or use of the Township Hall located at O'Fallon Township, 801 E. State Street, O'Fallon, IL 62269 on the date of _____, 20____. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence or comparative negligence on the part of O'Fallon Township relating to such loss or damage, except for loss or damage arising from the sole negligence or willful misconduct or gross negligence of O'Fallon Township and shall include all cost, expenses and liabilities incurred by O'Fallon Township in connection with such claim, suit, action, cause of action, including investigation thereof, the defense of any action or proceeding brought thereon, reasonable attorney's fees and any other judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier terminations of the use of the premises. Nothing in this Agreement shall be construed to affect in any way the Township's rights, privileges and immunities as set forth in the Illinois Statutes and/or the Constitution of the State of Illinois.

Signature

Print Name

Title

Daytime Phone Number

Address

City

State

Zip Code

For Office use only:

Accepted by: _____

Date: _____