

Policy/Procedure: Village Facility Rental Policy

Date Adopted: 7-14-14

Revision Date: NA

Resolution Number: 14-06



Village of Paw Paw

The Village of Paw Paw allows the use of Tyler Field Park, Maple Island Park, and Lake Front Park pavilions and amphitheatre (individually and collectively, “**Site**”) for private events such as wedding, commitment ceremonies, family reunions, club or organization picnics, etc. Private use of a Site is subject to the following policies and rules. ***The Village of Paw Paw expressly reserves the right in its sole discretion to set additional conditions or cancel a private event for Village purposes and a Site user agrees, as a term of its conditional use, to release and waive all claims of any kind (including claim for consequential damages), against the Village, its officers or its employees arising out of the additional conditions placed on the user or the cancelation of the user’s event.***

Site Users: Please be advised that all Sites are public parks and all other areas of the park not reserved for said user will remain open to the public during your rental of the Site.

Reservations: Reservations are on a first come, first serve basis. Only one event may be held at or upon a particular **Site** at a given time.

Time Parameters: Reservations may be made for a maximum of four consecutive hours time allotment and may not extend beyond closing time of the park.

Rental Fees: All Deposits and Rental Fees must be paid at time application is accepted by cash, check or money order.

- Non-Village Residents - \$100 Deposit and \$100 Reservation Fee
- Paw Paw Village Residents - \$50 Deposit and \$50 Reservation Fee
- Paw Paw mailing address 501C3 or C6 groups with provided W9 - \$25 Deposit; \$25 Reservation Fee
- Non-Paw Paw mailing address 501C3 or C6 with provided W9 - \$25 Deposit; \$50 Reservation Fee.

(Note Paw Paw School District residents may reserve the Tyler Field pavilion at Paw Paw Resident rate.)

Refunds: No reservation fee refunds will be provided unless the Village cancels the rental as provided for in this Policy, in which case the Village will provide a full refund of both the deposit and the reservation fees. Deposit refunds may not be made in the event of damages or required clean-up or maintenance is needed due to the user; see separate item below.

Restrictions: In accordance with the Village of Paw Paw Code of Ordinances, the following is strictly prohibited at or on a Site or other public property:

- Alcohol
- Open Fires
- Fireworks
- “Roping off or otherwise limiting access to other sections of the public areas
- Nails, tacks, screws, or staples used on a pavilion, the amphitheatre or other structures
- Throwing or use of confetti, rice, spray-string, confetti cannons or other like materials and devices
- Decorations such as tents, trellises, pillars, large tables, torches or similar equipment unless requested in application and prior approved by the Village Manager or his/her designee
- Electronic sound amplification equipment of any nature unless requested in application and prior approved by the Village Manager or his/her designee who may set hours, placement of speakers and decibel levels

In addition, while seating for a private event cannot be set up prior to the rental time frame, attendees may bring their own tables and chairs.

Indemnity: Each user of a Site, as a part of its rental of a Site and as a condition to the right to use of the Site, shall indemnify and hold harmless the Village of Paw Paw, as well as its officials, agents, and employees from and against any and all claims, damages, causes of action or costs, of any kind or nature arising out of the rental or use of a Site as provided for in this policy, except as to claims caused by gross negligence of the Village, its officers, agents, or employees. Nothing in this policy shall be interpreted or treated as a waiver or release by the Village of any defenses or immunities to which it is otherwise entitled by law.

Clean Up/Damages: Please be respectful of Village parks and facilities. All users are required to clean up the Site as good as or better than when they found it. Users shall bag all trash, rubbish, and pet wastes resulting from their rental use shall be placed in trash receptacles. If receptacles are full or non-existent, the bagged refuse shall be hauled away by user. Non-compliance with this provision may result in loss of deposit and in the user being billed for the expenses the Village incurs for such clean up/damages. Any fees not paid in timely manner may result in a municipal civil infraction governed by the Village Code of Ordinances Chapter 18.

Village of Paw Paw Park Facility Rental Fees

All Deposits and Rental Fees must be paid at time application is accepted by cash, check or money order

Non-Residents - \$100 Deposit and \$100 Reservation Fee

Residents - \$50 Deposit and \$50 Reservation Fee

Paw Paw mailing address 501C3 or C6 groups with provided W9 - \$25 Deposit and \$25 Reservation Fee

Non-Paw Paw mailing address 501C3 or C6 with provided W9 - \$25 Deposit and \$50 Reservation Fee.

(Note: Paw Paw School District residents may reserve the Tyler Field pavilion at the Paw Paw Resident rate.)

Application to Reserve and Use Village of Paw Paw Park Facilities

Applicant/Organization Name: _____

Contact Person Name: _____

Address: _____
Street City State Zip

Contact Info: _____
Mobile Phone Home Phone Email Address

EVENT INFORMATION

Event Name: _____

Event Location: *(Circle one)* Tyler Field Pavilion Amphitheatre/Lake Front Park Maple Island Pavilion

Date(s) of Event: _____

Hours of Event: _____

Detailed Description of Event: _____

Describe any Sound or other Set-Up Equipment & Items Your Event Desires to Use: These may be subject to permission or conditions: _____

I have read, understand and will comply with and agree to be bound by the restrictions and conditions stated in the attached and incorporated Village of Paw Paw Facility Rental Policy including, without limitation, all indemnification provisions. _____/ *(Applicant's initials)*

I understand and agree that I am fully responsible for all activity conducted at the above facility on the day, date, and times stated. I agree to return the Site facility to an equivalent or better condition than when rented. _____/ *(Applicant's initials)*

I understand and agree that if the Site facility is used in a manner not permitted by the Village of Paw Paw, is left in a condition requiring Village resources to put back in order, or damaged during my rental period, then the Village may ban me and my organization from using other Site facilities, seek reimbursement from me and my organization to correct the site and repair damages, and subject me to other enforcement action as authorized by law. _____/ *(Applicant's initials)*

Applicants Signature: _____
Signature Printed Name Date