



11000 W. Lincoln Highway  
 Frankfort, IL 60423  
 Phone: (815) 469-4907  
 Fax: (815) 469- 4911

**Frankfort Township Building Usage/Rental Agreement**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Name of group and type (please check one) \_\_\_\_\_

Non-Profit  Civic  Governmental  Charitable  Homeowners  Clubs  Private

Event Date: \_\_\_\_\_ Time: \_\_\_\_\_ Building: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Township Administrative Building	Old Town Hall Building
\$100.00 Security Deposit Required (Not required during normal business hours 8 am – 4 pm)	
No Charge: Mon-Fri 8 am – 4 pm \$25.00/ hour Mon-Fri 4 pm – 10 pm (min 3 hrs; max 5 hrs)	No Charge: Weekdays/Weekends from 8 am – 10 pm
Weekends: With permission \$40.00/hour (min 3 hrs; max 5 hrs.)	Room must be left in the same arrangement of chairs/tables.
Serving food/meals will require additional charges and deposits.	

The Frankfort Township Facilities are available to other units of government, civic organizations, non-for-profit entities that will use the facilities for charitable and/or beneficent purposes, and clubs ***based in Frankfort Township***. Use of the Frankfort Township Facilities will be subject to allocation on a fair and equitable basis as determined in the sole discretion of Frankfort Township. The Frankfort Township Facilities shall only be used for lawful and non-disturbing uses.

**DEFINITIONS:**

As used throughout this Usage/Rental Agreement (“Rental Agreement”), the following terms shall have the following meaning:

- a. “Event” shall mean the purpose/occasion for which the Rental Agreement is made.
- b. “Facility” shall mean the facility at which the event will be conducted which is identified above (provided further that for purposes of paragraphs 3, 6 and 7 of this Rental Agreement, “Facility” shall include parking and common areas within Frankfort Township’s property at which the Facility is located).
- c. “User/Renter” shall mean any organization or group occupying the Facility and shall include the person signing this Rental Agreement on behalf of such User/Renter.
- d. ”Township” shall mean Frankfort Township.

**SECURITY DEPOSIT:**

A refundable security deposit (“Deposit”) of \$100.00 is required for use of the Facility. The Deposit and all other amounts are to be paid in full at the time reservation is made. Reservation is not

confirmed until the Deposit and all other amounts have been received by Township. Scheduling will be on a first come, first serve basis. The Deposit and all other amounts shall be paid in cash or cashier's check. The Deposit and all other amounts will be refunded within five (5) business days following the expiration of the Event Date, provided User/Renter is not in default under the terms of this Rental Agreement. If the Facility is in need of repair or cleaning as a result of User/Renter's use of the Facility, the Deposit may be used by Township to perform such repairs or cleaning. If the costs of said repairs or cleaning exceed the amount of the Deposit, User/Renter shall be responsible for the actual cost to perform such repairs and cleaning and shall pay Township said amount within thirty (30) days following the date on which User/Renter receives the invoice for such costs. In the event that User/Renter fails to timely pay said invoice, User/Renter shall also be responsible for all reasonable attorney fees and court costs incurred by Township to enforce the provisions of this paragraph.

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**PROHIBITED:**

- a. No hazardous materials shall be allowed in the Facility.
- b. No smoking or alcoholic beverages shall be allowed in the Facility.
- c. No portable grills or other cooking devices (other than warming plates) shall be allowed in the Facility.
- d. No admission charges shall be charged by User/Renter in connection with the Event.
- e. No animals or pets shall be permitted in the Facility.
- f. No solicitations shall take place at the event without the prior approval of Township.
- g. No person shall throw rice, confetti, silly string, or other object or substances, including bubbles, water balloons, in or around the Facility.

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**MAXIMUM CAPACITY**

The number of persons permitted in Facility shall not exceed the lesser of the maximum number established by the Frankfort Fire Protection District or the maximum number permitted by the Township Board. It is the User/Renters' obligations to request this information at the time of signing this Rental Agreement. Township shall have the right to immediately terminate any Event which is in violation of this paragraph.

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**CANCELLATION:**

In the event the Facility is required for any Township activity, program, and/or service or needed by another unit of government for emergency services, the Township may cancel this Rental Agreement and the User/Renter's use of the Facility, in which case the sole and exclusive remedy to User/Renter and its officers, officials, members, employees, agents, guests, invitees and customers shall be a refund of the Deposit and any other amounts paid to Township hereunder. User/Renter may cancel this Rental Agreement prior to the Event, provided, in the event User/Renter fails to provide seven (7) days notice of a cancellation, User/Renter shall forfeit the Deposit and all other amounts paid hereunder.

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**CERTIFICATE OF INSURANCE:**

User/Renter shall supply general comprehensive liability insurance coverage and fire and casualty insurance coverage to Township, including insurance coverage to insure performance of User/Renter's indemnity obligations hereunder, with an insurance company approved by Township, which policy shall have coverage limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. Such insurance shall cover all risks arising, directly or indirectly, out of User/Renter's activities. A certificate of Insurance, naming Township as an additional insured and

evidencing the types and amounts of coverage's required under this Rental Agreement, must be received by Township not less than two (2) business days prior to the Event.

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**INDEMNIFICATION:**

Renter/User shall indemnify, defend and hold Township harmless of and from any cost, claims, demands, liability, suits, damages or judgments which arise out of or are related User/Renter's use of the Facility or to any activity of User/Renter (including, but not limited to any invitees, guests or other attending the Event) at, during or in connection with the use of the Facility.

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**LEFT BEHIND ITEMS:**

Township shall not be responsible for any personal items left at the Facility at the conclusion of the Event. Any items which remain unclaimed for 48 hours after the conclusion of the Event shall be disposed of and Township shall have no liability therefore.

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**AGE REQUIREMENT:**

All organizations of persons under the age of eighteen (18) must also include an adult chaperone who must be present at all times during the Event and who shall be responsible for the organization's activities. An adequate ratio to child of adult supervision is required. No minor may be left unattended by an adult or any time while using the Facility.

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**CONDUCT:**

At all times, each person at the Facility shall conduct himself or herself in an orderly manner and in accordance with all applicable laws, local ordinance and regulations. Should the police need to be contacted as a result of the conduct of any organizer, guest, invitee or any other person attending the event, Township may terminate the Event immediately and, in such event, User/Renter shall have no right to a return of the Deposit or any other amounts paid to Township. Minor children shall be permitted to attend an Event provided minor children must be fully supervised. Running, horseplay or shouting is prohibited.

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**DECORATING AND SET-UP:**

The User/Renter may access the Facility no more than one (1) hour prior to the commencement of the Event for decorating and set-up purposes, if time is allowed. Decorations shall be free standing. No taping, nailing, stapling or tacking of décor to walls, ceilings or fixtures. If décor is taped to windows, windows must be free of all tape marks and cleaned at end of the Event.

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**EVENTS CONTAINING FOOD AND/OR BEVERAGE:**

Food may be consumed at your sole risk and expense. Cooking of food is not allowed in the Facility. Meals being served will require an additional charge and deposit. There will be no additional charges for beverages and snacks. All trash must be bagged, sealed and taken to the dumpster at the conclusion of the Event.

\$50.00 plus deposit up to 50 people \$100.00 plus deposit 50 people and over
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**CLEAN-UP:**

User/Renter shall immediately after the Event clean the Facility so that it is returned to the condition it was in prior to the Event, including but not limited to:

- a. Remove all decorations and return all furniture to original placement;
- b. Clean up any spills on the floor;
- c. Pick up any litter;
- d. Place chairs upside down on cleaned tabletops;
- e. Flush all toilets and turn off all restroom and hall lights; and
- f. Bag all trash and deposit trash bags in garbage dumpsters.

In the event that User/Renter fails to clean the Facility, User/Renter shall be responsible for any costs incurred by Township to clean the Facility as a result of User/Renter's use of the Facility.

**MISCELLANEOUS:**

This Rental Agreement is not assignable by User/Renter and any such assignment is void.

**REQUIREMENT:**

User/Renter must furnish the following to Township with all of the following prior to use or occupancy of the Facility:

- a. Facility request form must be completed and submitted to the Township at least one week in advance of reservation date.
- b. Pre-paid user fee (if applicable).
- c. Security Deposit
- d. Executed Use Agreement
- e. Evidence of insurance meeting the minimum types and amounts of coverage's set forth in this Rental Agreement unless waived in writing by Township.

I have read the above and agree to abide by the provisions of this Rental Agreement and the rules set forth by the Frankfort Township

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Supervisor's Approval

please attach copy of Driver License and Certificate of Insurance to rental form.

**USAGE AGREEMENT**

**EVENT DATE:** \_\_\_\_\_

**THE FOLLOWING GUIDELINES MUST BE OBSERVED  
WHEN LEAVING THE PREMISES:**

1. Remove all decorations and return all furniture to original placement.
2. Floors: Clean up any spills immediately, pick up litter.
3. Wipe all counters, tables, and chairs.
4. Place chairs upside down on cleaned tabletops.
5. Flush all toilets and turn off all restroom/hall lights.
6. All trash must be bagged and taken to the dumpster.

Will food be served? yes  no  Charge yes  no  Deposit required? yes  no

Deposit Date					
Deposit cash or cashier's check					
Deposit Amount					

Rental Date					
Rental cash or cashier's check					
Rental Fee					

Deposit to be refunded to: \_\_\_\_\_ (please print neatly)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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**Frankfort Township Building Usage Security Deposit Refund Authorization**

Refund Authorized: yes  no  Approval/Signature \_\_\_\_\_

Remarks: \_\_\_\_\_

Revised: 1/7/13