



VILLAGE OF DAVIS JUNCTION
 106 N. Elm Street, P.O. Box 207
 Davis Junction, Illinois 61020
 (815) 645-8000

SPECIAL PARK USE APPLICATION

Date of Application:			
Permittee Name (Organization or Individual):			
Primary Contact (Name and Title):			
Address:			
Email:		Phone #:	
Describe planned event: <i>(Alcohol requires an additional permit.)</i>			
Expected Attendance:		Event Hour(s):	
Date(s) Requested:			
TYPE OF EVENT			
<input type="checkbox"/> Practice	<input type="checkbox"/> Tournament	<input type="checkbox"/> Game	
<input type="checkbox"/> League	<input type="checkbox"/> Other:		
OTHER PARK SPACE			
<input type="checkbox"/> Pavilion		<input type="checkbox"/> 10 Acre Park	
BALL DIAMONDS			
<input type="checkbox"/> Diamond 1		<input type="checkbox"/> Diamond 2	
<input type="checkbox"/> Diamond 3			
Softball <input type="checkbox"/>	Baseball <input type="checkbox"/>	Softball <input type="checkbox"/>	Baseball <input type="checkbox"/>
Pitching Distance: _____	Pitching Distance: _____	Pitching Distance: _____	Pitching Distance: _____
Base length: _____	Base length: _____	Base length: _____	Base length: _____
Diamond prep needed? <input type="checkbox"/>	Diamond prep needed? <input type="checkbox"/>	Diamond prep needed? <input type="checkbox"/>	Diamond prep needed? <input type="checkbox"/>
SOCCER			
<input type="checkbox"/> Large Field	<input type="checkbox"/> Medium Field	<input type="checkbox"/> Small Field	<input type="checkbox"/> Mini Field
No. of fields _____	No. of fields _____	No. of fields _____	No. of fields _____
FOOTBALL			
<input type="checkbox"/> 100 Yard Field	<input type="checkbox"/> 80 Yard Field	<input type="checkbox"/> 60 Yard Field	<input type="checkbox"/> 40 Yard Field
No. of fields _____	No. of fields _____	No. of fields _____	No. of fields _____

"X" USES REQUESTED	USES	FEES	TOTAL # GAMES OR EVENT	TOTAL \$
	Special Use Permit	\$50.00 per Soccer/Football Season or Baseball Event <i>Field rental for practice (without grooming, bases set, striping, nets, or equipment) do not require fees; however, paid rentals have priority of use</i>		
	Pavilion Rental <i>(As Add On to Special Use Permit)</i>	Resident/Not-for-Profit -- \$45.00; Non-Resident/For-Profit -- \$70.00 <i>Additional fees may be charged if damages exceed security deposit amount.</i>		
BASEBALL/SOFTBALL DIAMOND RENTAL				
	Single Ball Diamond	\$20.00 per game (max. 2 hour game time) or \$100.00 all day		
	Single Ball Diamond with Lights	\$25.00 per game (max. 2 hour game time)		
	Ball Diamond Preparation <i>(grooming, infield chalk, foul lines)</i>	\$20.00 per game		
	Ball Diamond Maintenance	\$100.00 per permittee per day		
FOOTBALL OR SOCCER FIELD RENTAL				
	Football or Soccer Field Rental (without press box)	\$50.00 per day (up to 6 hour rental); \$100.00 per day (6+ hours rental)		
	Large Football or Soccer Field Rental (with press box)	\$75.00 per day (up to 6 hour rental); \$125.00 per day (6+ hours rental)		
	Football Field Lining – <i>Initial Layout and Paint</i>	\$200.00 for 100 yard field		
	Football Field Lining – <i>Initial Layout and Paint</i>	\$160.00 for 80 yard field		
	Football Field Lining – <i>Initial Layout and Paint</i>	\$120.00 for 60 yard field		
	Football Field Lining – <i>Initial Layout and Paint</i>	\$80.00 for 40 yard field		
	Football Field Lining – <i>Repaint per rented game day</i>	\$100.00 for 100 yard field		
	Football Field Lining – <i>Repaint per rented game day</i>	\$80.00 for 80 yard field		
	Football Field Lining – <i>Repaint per rented game day</i>	\$60.00 for 60 yard field		
	Football Field Lining – <i>Repaint per rented game day</i>	\$40.00 for 40 yard field		
	Soccer Field Lining – <i>Initial Layout and Paint</i>	\$100.00 for large field		
	Soccer Field Lining – <i>Initial Layout and Paint</i>	\$80.00 for medium field		
	Soccer Field Lining – <i>Initial Layout and Paint</i>	\$60.00 for small field		
	Soccer Field Lining – <i>Initial Layout and Paint</i>	\$40.00 for mini field		
	Soccer Field Lining – <i>Repaint per rented game day</i>	\$50.00 for large field		
	Soccer Field Lining – <i>Repaint per rented game day</i>	\$40.00 for medium field		
	Soccer Field Lining – <i>Repaint per rented game day</i>	\$30.00 for small field		
	Soccer Field Lining – <i>Repaint per rented game day</i>	\$20.00 for mini field		
BASEBALL/FOOTBALL/SOCCER				
	Porta Potty Rental	\$85.00 per month		
	Portable Handwashing Station	\$85.00 per month		
TOTAL TO BE SUBMITTED WITH SPECIAL USE PERMIT APPLICATION				\$

Additional fees may be assessed for extra work required by Village employees to clean the park area after expiration of reservation permit.

GENERAL INFORMATION

Application

All applications must be received by the Village of Davis Junction at Village Hall no less than thirty (30) days prior to the event. All Special Park Use Permit Applications will be reviewed by the Parks Trustee and, if the Park Trustee deems it necessary, presented to the Village Board for final approval. A Special Park Use Permit Application may be denied for failure to timely submit the application; where the event for which the use is sought includes hazardous activities; when there are prior situations in which applicant has mistreated any area within the park system or violated any ordinance during a prior event; or for any other specified reason upon the decision of the Park Trustee or Village Board.

Fees

All Required fees and security deposits must be paid in full no less than 14 days prior to the requested event dates. Failure to pay required fees or security deposits will result in forfeiture of requested dates. **No refunds will be given for cancelations that occur less than 14 days prior to event, except for weather cancelations that are unable to be rescheduled during the season. Refunds must be requested using form provided by Village no more than 30 days after scheduled event or end of season, whichever is later.**

Insurance

All Special Park Use Permits require insurance at the cost of the permit holder naming the Village as additional insured for the event in the amount set forth by the Park Trustee or Village Board.

Park Rules and Permit Conditions

Holders of Special Park Use Permits shall abide by all rules, regulations, and conditions of the Village and the permit; such additional rules or conditions as may be imposed by the Park Trustee or Village Board; and all applicable federal, state, and local laws and regulations, including all relevant public health orders and guidelines.

Sale, Service, or Consumption of Alcoholic Beverages

The sale, service, or consumption of alcoholic beverages within the park system shall be allowed with a valid Special Park Use Permit when the permit specifically authorizes such activity and the applicant pays the additional fee required therefor in the amount provided in the village fee schedule. Unless otherwise specifically provided by the Village Board, such authorization will be included in the permit only if the permit is associated with a Village festival or is issued to a non-profit organization in conjunction with a specific fundraiser. Any sale, service or consumption of alcoholic beverages permitted must be conducted only within a fenced and controlled area.

Return of Keys

At the expiration of the Special Park Use Permit, all locks must be secured and all keys issued must be returned to the Village Clerk the next business day.

Damage to Park Property

Damaging park property is prohibited, including affixing decorations to pavilion, tables, fences, or any other object within the Park in a manner that causes damage. Affixing decorations or other items to plants and trees is strictly prohibited. Permittee is responsible for reimbursing the Village for any and all damage done or presumed to have been done to Village-owned furniture, equipment, or structures. Any damages to facilities or equipment must be reported.

Dumping/Littering

Dumping is prohibited within the Park. All trash, debris, and castoff material must be placed in appropriate receptacles. It is the responsibility of the Permittee to place all trash bags not in a trash container into the dumpster.

Fires

Fires for cooking purposes only are permitted in provided grills. Only charcoal may be used for fuel. Cutting, sawing, or collecting wood or bringing wood into the Park is prohibited. Hot ashes/coals may only be placed into provided receptacle marked for such use.

Recyclable/Biodegradable Materials

Permittee is encouraged to use recyclable or biodegradable material within the Park. Recyclable items should be placed into provided recycling receptacle, if provided. Please do not bring glass items into the Park.

Wildlife/Fishing

No person shall trap, catch, wound, or kill any animal within the Park. Fishing is allowed at the pond, but must be in accordance with all Federal, State, and local laws. Permittees are encouraged to practice catch and release fishing.

Dogs

Dogs are allowed within the Park, but must be on a leash and in control of a person at all times. Dogs are prohibited within twenty feet of any structure, or playground within the Park. Service animals are specifically excluded from this provision.

Motor Vehicles

Only passenger cars and trucks are allowed within the Park parking lots. Vehicles are prohibited in all areas of the Park except for Park parking lots. Parking in grass is prohibited.

Swimming, Golf, Boating, and Camping

Swimming, golf, boating, and camping is prohibited within the Park.

Smoking

Smoking is prohibited within the Park in accordance with Village ordinances.

Narcotics/Drugs

Narcotics, illegal drugs, or other controlled substances are prohibited within the Park. Any person under the influence of any illegal substance is prohibited from the Park.

Soliciting, Selling, and Trading

The soliciting, selling, or trading of any goods is prohibited within the Park without a Special Park Use Permit.

Advertising

Use of the Park does not constitute Village sponsorship or endorsement of viewpoints expressed by those using the Park. No advertisement or announcement implying such endorsement or sponsorship will be permitted.

Severe Weather

In the event of severe weather Permittee must stop all activities and share structures within the Park with the general public regardless of any permits issued for Park.

Clean and Orderly Grounds

Permittee shall be required to leave the Facility in a clean and orderly condition. The following must be completed upon expiration of a Reservation Permit: all garbage and decorations must be collected and placed into appropriate receptacles, all tables must be wiped clean and returned to the original arrangement, and any garbage bags not in an appropriate receptacle must be deposited into dumpster. Additional fees may be assessed for any extraordinary work required by employees to clean Facility after expiration of permit.

Signs

All signs must comply with all Village Ordinances, and directional signage must be approved by the Village.

Liability

The Permittee agrees to compensate the Village of Davis Junction for any damages to the Park or Pavilion caused by any participant involved in the event, and agrees to defend, hold harmless, and indemnify the Village of Davis Junction for and against all liability for injury or death of any participant or public involved.

SPECIAL PARK PERMIT USE AGREEMENT

This Special Park Permit Use Agreement is dated this _____ day of _____, _____, by and between the Village of Davis Junction, 106 N. Elm Street, Davis Junction, Illinois 61020 (“Village”) and _____ of _____ (“Permittee”).

RECITALS

A. As used in this Agreement, “Village” includes its elected and appointed officers, officials, employees, contractors, agents, attorneys, and volunteers.

B. As used in this Agreement, “Facility” includes all facilities and common areas to be made available to the Premises, including but not limited to parking facilities, restrooms, walkways, hallways, etc.

NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Permittee will be given a limited revocable Permit for the use of the Facility as specified in the Special Park Use Permit Application and this Agreement.

2. Permittee will not enter, occupy, or use the Facility until the time(s) and date(s) specified in the Special Park Use Permit Application and this Agreement.

3. Permittee will vacate the Facility at the time(s) and date(s) indicated on the Special Park Use Permit Application and this Agreement, or be charged a pro-rata amount for every one-half (1/2) hour of overtime use.

4. Permittee will be responsible for inspecting the Facility prior to each use and will be solely responsible for bringing to the Village’s attention any potential dangers, safety hazards, or problems. Permittee is solely responsible for determining whether the Facility is safe, appropriate, and is compatible for Permittee’s function.

5. Permittee is solely responsible for providing any and all supervision at all times during Permittee’s use of the Facility. Further, Permittee will be responsible for ensuring invitees comply with all applicable Village Ordinances, codes, rules, and regulations; and all other applicable federal, state, and local laws and regulations, including all relevant public health orders and guidelines.

6. Permittee will not permit any area to be used for any disorderly or unlawful purposes during the term of the Permit issued under this Application and Agreement. Disorder, including but not limited to improper speech or conduct, Permittee’s invitees is cause for cancellation of the Permit, and may be cause for denial of future permits.

7. Permittee and its invitees will not remove any Village equipment or property from the Facility without permission of the Village’s Corporate Authorities.

8. Permittee will be fully responsible for setting up, taking down, cleaning up, disposing of and removing all garbage, removing Permittee’s equipment and property from the Facility, and restoring the Facility to its condition immediately prior to Permittee’s function.

9. Permittee must comply with all applicable Village ordinances, codes, rules, and regulations; and all applicable federal, state, and local laws and regulations, including all relevant public health orders and guidelines.

10. Permittee will be responsible for and will pay for any damage to Village property arising out of the use of the Facility pursuant to this Application and Agreement.

11. The Village and its elected and appointed officers, officials, employees, contractors, agents, attorneys, and volunteers (collectively "Village Indemnitees") will not assume nor be responsible for any liability for property lost or stolen at the Facility, or for personal injuries sustained at the Facility during Permittee's use of the Facility and Permittee will assume the full risk of any injuries, damages, or loss, regardless of severity, that Permittee or its invitees may sustain, directly or indirectly, as a result of Permittees function at the Facility. Permittee further agrees to waiver, release, defend, and indemnify the Village Indemnitees from any and all direct or indirect losses, claims, suits, judgments, damages, costs, or expenses (including reasonable attorneys' fees) that Permittee or its invitees may sustain as a result of any and all activities connected with or associated with the Permittee's function at the Facility.

12. Permittee must provide to the Parks Trustee, or Village Clerk, prior to issuance of a permit to use the Facility, a certificate of insurance evidencing the Permittee's Homeowners Liability Insurance or Commercial General Liability Insurance, naming the Village of Davis Junction as an additional insured, and providing coverage in amounts no less than \$1,000,000.00 on an occurrence basis and \$5,000,000.00 aggregate (for commercial). An endorsement must also be provided stating that the liability extends off premises. The insurance must not contain any special limitations on the scope of protection afforded the Village of Davis Junction, and must contain a "contractual liability" clause.

13. The Application and Agreement are entered into solely for the benefit of the Village and Permittee, and nothing in this Application and 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 Application and Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

14. The Special Park Use Permit Application and this Agreement may not be assigned by Permittee without the Village's prior written consent.

15. The Village reserves the right to revoke the issued permit for any reason, at any time, to prevent damage to Village property, disorder, or injury to the general public. Permittee agrees that failure to comply with all Village's ordinances, codes, rules, and regulations, written or unwritten; and all applicable federal, state, and local laws and regulations, including all relevant public health orders and guidelines, may result in an immediate revocation of permit, and denial of future permits.

16. In case of cancellation by the Permittee, or revocation of permit by the Village, the Village reserves the right to retain the entire fee to cover expenses that have been incurred in preparation for the function. Permittee may request a refund from the Village.

17. The provisions of this Agreement are in addition to the rules and regulation set forth in the Special Park Use Permit Application and any other rules and regulations set forth by the Parks Trustee or the Village.

By signing this Application and Agreement, the Permittee is acknowledging that they are familiar with the conditions, requirements, and prohibitions of this Application and Agreement; and those set forth in the Village's ordinances, codes, rules, and regulations, as amended from time-to-time; and those set forth in the applicable federal, state, and local laws and regulations, including all relevant public health orders and guidelines; and the Permittee will abide by each and every such condition, requirement, and prohibition. Failure to adhere to

every such condition, requirement, and prohibition may result in the levying of the penalties established herein and in the Village ordinances, and immediate revocation of the permit granted under this Application and Agreement. In addition, the Village may bring such other legal actions as may be appropriate under the circumstances.

PERMITTEE:

Signature

Printed Name

Name of Organization

Title

Date

VILLAGE:

Signature of Parks Trustee

Printed Name of Parks Trustee

Date

FOR OFFICE USE ONLY

- | | |
|--|--|
| <input type="checkbox"/> Payment Received | <input type="checkbox"/> Insurance Received |
| <input type="checkbox"/> Availability Confirmed (Parks Supervisor) | <input type="checkbox"/> Approved/Signed (Parks Trustee) |