

APPLICATION

Fletcher Park Amphitheater
323 Fletcher Park Blvd.
Mt. Zion, IL 62549

Contact Info:
Village of Mt. Zion
1400 Mt. Zion Parkway
Mt. Zion, IL 62549
(217) 864-5424 Fax (217) 864-5935

Fee: _____ Date of Application: _____ Date of Event: _____

Setup Time: _____ Event Start Time: _____ Number of guests: _____
Tear-Down Time: _____ Event End Time: _____

Name of Applicant: _____

Address: _____

City/State/Zip: _____

Phone: _____ DOB / SSN: _____

Email/Fax: _____

Organization: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

Description of Event: _____

Reserved any Village of Mt. Zion facility before? Y / N

Please return a complete application and signed license agreement along with payment at time of booking. **We recommend you retain a photocopy of all forms for your records. Notice: Amphitheater must be vacated by the agreed upon ending time of the event. To avoid additional charges we recommend you allow 1 hour breakdown time. Applicant hereby grants The Village of Mt. Zion permission to conduct a credit check.**

Signature

Organization (if applicable)

Village Resident Rate

\$300 all day Friday - Sunday
\$200 all day or \$25.00 per hour Monday -
Thursday

Non-Resident Rate

\$350 all day Friday - Sunday
\$250 all day or \$35.00 per hour Monday -
Thursday

**VILLAGE OF MT. ZION
FLETCHER PARK AMPHITHEATER
LICENSE AGREEMENT**

This License Agreement entered into this ____ day of _____, 20____, is made by and between The Village of Mt. Zion, IL ("The Village") and _____ ("Licensee").

GRANT OF LICENSE AND FEES

The License Fee for use of the Fletcher Park Amphitheater for the purpose stated in Licensee's application ("the Event") is \$_____. In consideration of payment of the License Fee, The Village grants Licensee a revocable, non-transferrable license to use the Amphitheater beginning at _____ on _____ and ending _____ on _____ (the "Event Time"). This license expires at the end of the Event Time and the Amphitheater must be vacated by that time. In the event Licensee does not vacate the Amphitheater by the end of the Event Time, Licensee shall become liable to The Village for an additional \$100.00 for each hour or part thereof until the Amphitheater is vacated. Incurring said late fees does not extend the term of this license. The Event Time will be reserved once The Village receives full payment of the License Fee.

TERMS AND CONDITIONS

1. **Payment:** Payment of the License Fee in full is due at the time of booking. No deposits are accepted or required.

2. **Cancellation and Termination:** Licensee agrees that the calculation of damages caused by the cancellation or termination of this Agreement would be impossible or difficult to ascertain. Licensee may cancel this Agreement by giving The Village sixty (60) days written notice of cancellation by personal delivery or U.S. Mail. Upon receiving proper notice, The Village shall refund Licensee the amount paid under this Agreement minus a 50% fee for administrative costs and as liquidated damages. If Licensee cancels this Agreement within fifty-nine (59) days of the date of the Event, Licensee shall forfeit the License Fee paid under this Agreement as liquidated damages; however, if The Village is able to re-rent the premises for the date of Licensee's cancelled event, The Village shall refund Licensee the License Fee minus a 25% fee for administrative costs and as liquidated damages. Any refund made under this paragraph shall be made within thirty (30) days of cancellation. Licensee agrees that any violation of the Terms and Conditions of this Agreement is grounds for immediate termination of this license by The Village. Licensee also agrees that termination of this Agreement will result in the forfeiture of the License Fee as liquidated damages in addition to any other amounts due under this Agreement.

3. **Purpose of Use:** Licensee is the sole authorized user of the Amphitheater for the Event Time and shall not transfer this license to any party. Licensee agrees that it shall not use the Amphitheater for any unlawful, lewd, or obscene purpose, including without limitation any act noted in § 130.02(A) – (D) of the Mt. Zion Code of 1999. The Village reserves the right to refuse any group the privilege of using the Amphitheater and/or terminate this license due to prior abuses of venue policy, whether at a Village facility or elsewhere. Licensee agrees that any misrepresentation in its Application, including misrepresentation as to the nature of the Event, is grounds for immediate termination of this license. Licensee warrants, represents, and agrees that no part of the Event will violate or infringe on any copyright, patent, right of privacy, or any statutory or common law right of any person, firm, or corporation. Licensee acknowledges and agrees to abide by any rule, policy, or direction of The Village, its agents, or its employees, whether given contemporaneously with or after execution of this Agreement, posted at the Amphitheater, or otherwise.

4. **Clean Up:** The Licensee will be responsible for clearing the Amphitheater to the satisfaction of The Village. Licensee agrees to remove all items, decorations, equipment or other personal property brought into the Amphitheater during the term of this license. All property shall be brought in, set up and removed during the Event Time and shall not be left over or stored at the Amphitheater. Licensee further agrees to return the Amphitheater in at least the condition in which it was received. Licensee shall within sixty (60) days of notice from The Village pay for the cost of any special cleanup required after the Event Time in addition to any other amounts incurred under this Agreement.

5. **Damage to Premises:** Licensee shall not damage the Amphitheater. Licensee shall within sixty (60) days of notice from The Village pay the cost, at Fair Market Value, for repairing any damage to the Amphitheater and/or replacing any fixtures, furniture, furnishings or equipment damaged or stolen as a result of an act by Licensee, by any person under Licensee's control, or by any person attending or participating in the Event.

6. Indemnity: Licensee shall indemnify, save, and hold harmless The Village and its Commissioners, agents, and employees from any and all loss, cost, damage, liability, claim, or expense claimed by any person or persons for any injuries to person or property arising in any way from the Event, including set-up and tear-down, to the fullest extent permitted by law.

7. Food/Catering: Licensee is permitted to bring food into the Amphitheater for consumption during the Event.

8. Alcoholic Beverages: Licensee, every person under Licensee's control, and every person attending or participating in the Event is strictly prohibited from consuming or dispensing alcoholic beverages at the Amphitheater unless Licensee has obtained the prior written consent of The Village, in which case Licensee shall complete the Alcoholic Beverages Addendum, which shall be incorporated herein as part of this Agreement.

9. Decorations: Licensee agrees that no flammable decorations are allowed and that the use of tape or the driving of nails, tacks, or other articles into the walls or otherwise defacing the Amphitheater is strictly prohibited. All decorating items brought into the Amphitheater shall be removed by the end of the Event Time.

10. Hours of Operation: The Amphitheater is open for use Monday through Sunday from dawn to dusk. Notwithstanding any other provision of this Agreement, no individuals or equipment are permitted in the Amphitheater after dusk.

11. Management Rights: This license is in no way exclusive of the rights of The Village. The Village retains all rights, including without limitation the right to control the management of the Amphitheater and to enforce all applicable rules as well as the Terms and Conditions of this Agreement. The Village's representatives include its directors, policemen, firemen, and other designated representatives, who shall retain the right at any time to enter any portion of the Amphitheater for any purpose.

12. Use of Park: Licensee is entitled to exclusive use of the Amphitheater only. This license does not extend to the use of other facilities in Fletcher Park, including without limitation any pavilions, walkways, driveways, playground equipment, or any other part of Fletcher Park. Licensee agrees that no vehicles shall be driven or parked on walkways without the prior written permission of The Village, and then only for purposes of unloading equipment. Licensee agrees that, if such permission is given, the vehicle must be immediately removed to the parking lot once the equipment is unloaded. Licensee shall not block walkways for any reason.

13. Amphitheater and Park Rules: Licensee agrees to comply with all rules posted for any area used or traversed pursuant to this license. Licensee agrees that no parking of vehicles is allowed except in the parking lot. Licensee agrees that no equipment will be allowed to block the access of the walkways. Licensee agrees that no cooking equipment will be allowed on the concrete surface of any structure/pavilion.

14. Miscellaneous: This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the proper venue for any action brought pursuant to or on account of this Agreement is in the Sixteenth Judicial Circuit, Macon County, Illinois. If any provision of this Agreement is held unenforceable, all remaining provisions of this Agreement shall remain in full force and effect. The failure by The Village to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself or of any other part of this Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings with respect thereto. The Terms and Conditions of the Agreement may not be changed except by a written amendment signed by Licensee and The Village. The Village is not responsible for any Event prevented or rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, interruption of civic infrastructure, war, emergency, or other cause beyond the control of The Village, and Licensee acknowledges and agrees that The Village will not refund fees or reschedule any Event prevented by a force majeure.

15. Cost of Enforcement: Licensee shall pay all expenses, reasonable attorney fees and court costs incurred in good faith by The Village in enforcing this Agreement.

16. Condition of Premises: Licensee acknowledges and agrees that it is licensing the Amphitheater “as is,” that the Amphitheater is an outdoor venue subject to changing and inclement weather, and that no refunds will be given if weather conditions result in the cancellation of the Event.

17. Additional Personnel: Licensee acknowledges and agrees that, in the sole discretion of The Village, Licensee may be required to hire additional personnel to assist with the Event at Licensee’s sole expense. Such personnel may include law enforcement officers, uniformed private security, emergency medical personnel, and/or firemen. Licensee agrees that, if additional personnel are required, it must enter separate agreements with any such personnel, and that a copy of each such agreement must be delivered to The Village at least fifteen (15) days prior to the Event Time. Private emergency medical companies and security companies must be approved by The Village. The Village may coordinate with public bodies on Licensee’s behalf. The Village reserves the right to review and reject any agreement entered pursuant to this paragraph. Failure to obtain additional personnel and agreements to The Village’s satisfaction shall be treated as a cancellation by Licensee under paragraph 2 of this Agreement.

Licensee agrees to abide by all Terms and Conditions of this License Agreement.

The Village – Village of Mt. Zion

Licensee

By: _____

By: _____

Date: _____

Date: _____