

Elmhurst Park District
TERMS OF AGREEMENT FOR 2019 SCHOOL PICNIC/SPECIAL USE PERMIT
School Picnic/Special Use Insurance Requirements

- The Elmhurst Park District requires submission of a Certificate of Insurance along with this Permit Application prior to review. Additional Certificates of Insurance are required for tents (larger than 10'x10' with tent stakes), stages, bleachers, entertainment activities (moon jump, DJ, etc.), catered food, port-a-potties, and other as determined.
- The Certificate(s) of Insurance must include the following *minimum* limits of insurance coverage required for special events on Park District property - **\$1,000,000 per occurrence; \$2,000,000 aggregate coverage** for general liability.
- The Elmhurst Park District must be named on the Certificate(s) of Insurance **as primary, non-contributory additional insured** under the general liability policy for the event, date, time and location.
- The Elmhurst Park District reserves the right to request a copy of the policy represented by the Certificate(s) of Insurance. **Failure to provide said acceptable insurance coverage is grounds for non-issuance or revocation of the permit.**

Rules and Regulations

1. **Alcohol is prohibited in all Elmhurst Park District parks.**
2. Group picnicking is allowed only in designated group picnic areas. A special use permit is required for picnics with over 100 attendees.
3. The permit holder is responsible for ensuring that the permitted areas are left in a clean and orderly condition.
4. Permit holders have priority over groups without a permit. If a problem occurs, contact the Park Ambassador at (630) 675-4491 or the Elmhurst Police at 9-1-1.
5. Use of a temporary structure (tents larger than 10' by 10' with tent stakes, stage, bleachers, etc.), providing special activities (moonwalks, dunk tanks, etc.), or having caterers deliver, prepare and/or serve food in the park requires appropriate certificates of insurance naming the Elmhurst Park District as an additional Insured.
6. Electronically amplified sound is prohibited in District parks unless approval has been granted by the Executive Director prior to the event.
7. Parking/driving is permitted only on designated roadways and parking areas; **driving onto picnic/park grounds is prohibited.**
8. Fires are permitted only in picnic grills provided by the District or in portable grills provided by the user. Charcoal grills are permitted only in locations with coal bins. To prevent fires and damage to Property, charcoal from grills must be disposed of in properly identified District bins; wood fires and fire pits are prohibited on District Property; and portable grills cannot be placed onto picnic tables. Fires must be completely extinguished before leaving the site. Campfires, barrel grills and grills with 20 pounds or larger tanks are prohibited on all District Property.
9. Photos and videos are periodically taken of people participating in Park District programs and activities. All persons registering for Park District programs/activities, or using Park District property thereby agrees that any photograph or videotape taken by the Park District may be used by the Park District for promotional purposes including its promotional videotapes, brochures, flyers and other publications without additional, prior notice or permission and without compensation to the participant.
10. Signs or materials may not be posted or otherwise affixed on any Park District property including trees, shrubs, District signs, etc.
11. Parks close at dusk.
12. Any and all rules/regulations/laws/ordinances of federal, state, local and/or Park District will be followed.

Hold Harmless Agreement

Permitted school (hereafter called "permittee") agrees to reimburse the Elmhurst Park District (hereafter called the "Park District") for all loss incurred by it in repairing or replacing damage to Park District property proximately caused by the permittee, its officers, employees, agents, monitors or any other persons attending or forming the special event who were or should have been under the permittee's control.

The permittee further agrees to defend without costs, indemnify and hold harmless the Park District, its officers, agents, volunteers and employees from any liability to any persons, damages, losses or injuries arising out of or alleged to arise out of the permitted event which was proximately caused by the actions of the permittee, its officers, employees, agents, including monitors or any other persons attending or joining in the event who were or reasonably should have been under the control of the permittee.

The authorized personnel (signatures on page 1) understand and agree to comply with all terms of the above listed Insurance Requirements, Rules and Regulations, and Hold Harmless Agreement if the School Picnic/Special Use Permit application is approved.

| | | |
|--|--|--|
| Credit Card Payment <i>Discover, VISA or MasterCard only</i> | Name of Cardholder: _____ Authorized Signature: _____ | Expiration Date: ____/____/____ Charge Amount: \$ _____ |
| _____ - _____ - _____ - _____ | | CVC# _____ |