



6.2 PICNIC AREA PERMIT PROCEDURES

1. Permit A permit shall be obtained from the administration office before participating in the following park activities: group outdoor picnics and events and general meetings or other gatherings in District facilities.
 - 1.1 Number of permits allowed per family – a maximum of 2 permits per family may be issued per calendar year. A family is defined as any person living in a single dwelling unit.
2. Application A person seeking issuance of a permit for a group outdoor event or the use of a building shall file an application with the administration office. The application shall state:
 - a. The name and address of the applicant.
 - b. The name and address of the person, persons, corporations or association sponsoring the activity, if any.
 - c. The day and hours for which the permit is desired.
 - d. The part or portion of the park or building for which such permit is desired.
 - e. An estimate of the anticipated attendance.
 - f. Any other information which the Director shall find reasonably necessary to a fair determination as to whether a permit should be issued.

A person seeking issuance of a permit shall sign a form stating that he or she has read and understands any District rules, regulations or guidelines for rental and use of park buildings, pool, park land, property and/or any other District facility. All applications that require certificate of insurance, special permits, liquor permits or any special requests should be received at least seven (7) days prior to the date of expected use. All applications without special requests/requirements/permits should be received at least 24 hours prior to the date of expected use.

Residents of the Park District may apply for park permits beginning the first day after January 1 that the administration office is open.

3. Park Rental Rules and Regulations
 - a. Permit ends at dusk.
 - b. Key Return/Security Deposit: A security deposit shall be required for applicants and shall be in addition to the rental fee. The security deposit shall be an amount equal to the estimated cost of policing, cleaning up and



restoring the park or building upon conclusion of the use or activity, as set by the schedule of fees set by the Director and approved by the Board of Park Commissioners. Promptly after the conclusion of a permitted activity, the Park District shall inspect the premises used by the permittee. If it is determined by such inspection that the permitted event caused damage to Park District property in excess of normal wear and tear and which requires repairs in excess of routine maintenance the Park District shall retain the key return/security damage deposit or any portion thereof necessary to pay for the cost of repair. If the key return/security damage deposit is insufficient to cover such cost, the applicant shall be liable for payment of any additional amounts required to place the property in the condition it was in prior to rental, less normal wear and tear. The Director or his designee shall give written notice of the assessment of damages and retention of the security deposit and/or notification regarding assessment for repairs or replacements which exceed the amount of the key return/security damage deposit to the permittee by personal delivery or by deposit in the United States mail, with proper postage prepaid to the name and address set forth in the application for permit. Failure of permittee to pay damages may result in permittee from participating in any Park District program and facility until payment is made.

- c. Any deposit balance will be returned by check to renter following the next payable cycle, subject to final inspection by staff of park area and return of electrical key. In the situation the electrical panel key is not returned by December 01 of the year the rental was permitted, the deposit balance will be determined as uncollected and deemed forfeited by renter.
- d. Renter is responsible for cleaning up of all food, materials, decorations, garbage, debris, removal of tape on park furnishings, and miscellaneous materials and place in available trash receptacles located on site. Decorations such as crepe paper and/or balloons are allowed, if using a stapler, removal of staples is mandatory. Attaching signs and/or decorations to trees with staples or nails is prohibited.
- e. Charcoal fires are permitted ONLY if portable grills are provided by the user. Wood fires, campfires and fire pits are prohibited on District property and portable grills cannot be placed onto picnic tables. Extinguish fires before leaving and dispose of coals in the receptacles provided for that purpose.
- f. Cool off hot water before disposal. Do not dispose of hot water on or around trees and/or shrubs.



- g. No person in a park shall willfully deface, disfigure, tamper or remove any park property.
- h. No person in a park shall engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to breach of public peace; which may be cause for cancellation of a permit, removal from premise, and may be cause for denial of future permits.
- i. A permit for alcohol shall be obtained from the Woodridge Park District prior to the rental. No person in a park shall bring alcoholic beverages or drink alcoholic beverage at any time in the parks who is under the age of twenty-one (21) years. No person in the park shall be under the influence of intoxicating liquor. No glass containers are permitted.
- j. The Park District reserves the right to reject any request for the use of alcohol whether the rejection constitutes a failure to meet any of the listed requirements or for any other reason deemed appropriate and with merit by the Park District.
- k. Electronic amplified sound or public address instruments are prohibited except by special written permission from the Park District. Permit for the use of a public address system may be cancelled at any time if the situation warrants.
- l. Inflatables are allowed with the proper Certification of Insurance provided to the Woodridge Park District, including listing Woodridge Park District as an additional insured.
- m. Tents 12' x 12' (144 square feet) and smaller are allowed with the proper Certification of Insurance provided to the Woodridge Park District, including listing Woodridge Park District as an additional insured. Tents larger than 144 square feet require approval from the Executive Director.
- n. No person in a park shall bring or have in possession or set off or otherwise cause to explode or discharge or burn, any fireworks, torpedo, rocket and other fireworks or explosive or inflammable materials, or discharge them or throw them in any such areas from land or highway adjacent thereto.
- o. Permit holders have priority over groups without a permit. If a group is using a permitted designated area, the permit holder should show the group the permit and politely ask that they vacate the area. Permit Holders are allocated a designated number of tables based on final count of people attending shown on the Rental Contract/Park. If a problem occurs, contact the Woodridge Police at 630/719-4740.



- p. Organizations, groups, or individual may be asked to provide liability insurance and name the Park District as additional insured. The user must also agree to indemnify and hold harmless the Woodridge Park District for any accidents resulting in bodily injury or property damage.
 - q. The Park District has the right to cancel any standing permit if deemed in the best interest of the Park District.
 - r. All functions conducted in or on District facilities and parks must be in accordance with Village regulations and ordinances and the District's policies, procedures, rules and "Ordinance Regarding Regulations and Use of the District's Land and Facilities and Enforcement of Penalties for Improper Use".
 - s. The District assumes no responsibility for any accident or loss of property.
 - t. Items found broken need to be reported to the Woodridge Park District.
4. Fee Schedules Fee schedules for rental of open park sites, district buildings and the District's pools are available at the Park District Administration Office.
5. Indemnification and Reimbursement Agreement No application for permit shall be granted unless the applicant, individually or as agent for a sponsoring organization, shall have executed an agreement with the Park District, on a form to be prescribed by the Director, in which the applicant shall promise and covenant to bear all costs of policing, cleaning up and restoring the park upon conclusion of the event or activity; to reimburse the Park District for any such costs incurred by the Park District; and to indemnify the Park District and hold the Park District its officers, agents and employees harmless from any liability to any person resulting from any damage or injury occurring in connection with the permitted event proximately caused by the action of the permittee, the sponsoring organization, its officers, employees or agents or any person under their control in so far as permitted by law.
6. Insurance Applicant may be required to procure and maintain during its use of Park District property, insurance in such amounts and with such coverages as shall reasonably be required by the Park District and shall name the Park District as an additional insured there under. The amounts and type of insurance required shall be determined by the Director based upon the nature of the activity and the risk involved. If notified that insurance is required, the applicant shall provide the Park District with a certificate from its insurer evidencing such coverage at least seven (7) days prior to the event. The certificate shall also provide that the insurer shall give



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PARK DISTRICT

COMPREHENSIVE POLICY & PROCEDURES MANUAL
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the Park District reasonable advance notice of insurer's intent to cancel the insurance coverage provided. If certificate of insurance is not provided, rental permit may be subject to cancellation.



8. Standards for Issuance. The Director may deny issuance of a permit hereunder if he finds any of the following:
- a. the application for permit is not fully completed and executed;
 - b. the applicant has not timely tendered any required fees, signed the indemnification agreement or provided the security deposit;
 - c. the application for permit contains a material falsehood or misrepresentation;
 - d. the applicant is legally incompetent to contract or to sue and be sued;
 - e. the applicant or the person on whose behalf the application for permit was made has on prior occasions damaged district property and has not paid in full for such damage, or has other outstanding and unpaid debts to the Park District;
 - f. a fully executed prior application for permit for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the park or area requested;
 - g. the use or activity intended by the applicant would conflict with previously planned program organized and conducted by the Park District and previously scheduled for the same time and place;
 - h. the use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the park, of Park District employees or of the public;
 - i. the use or activity intended by the applicant is prohibited by law;
 - j. the applicant has not secured the requisite insurance;
 - k. the applicant or the person on whose behalf the application for permit was made has on prior occasions made material misrepresentations regarding the nature or scope of the event or activity previously permitted or has violated the terms of prior permits issued to the applicant.

The Director shall send written notice of denial to the person whose name and address appears on the application. The notice shall cite one or more of the reasons listed above for the denial. The applicant may appeal the denial according to the procedure set forth in the policy.

9. Appeal of Denial of Permit or Assessment of Damages Any applicant who is denied a permit or a permittee who is assessed damages by the Director may within five (5) days of the receipt of notice of the determination file a written appeal from such determination to the Board of Park Commissioners. Such appeal shall state



succinctly why the denial or assessment of damages should be reversed and shall contain all documents material to the determination. The Board of Park Commissioners shall, at its next regularly scheduled meeting after receipt of the appeal, or, if necessary to provide notice prior to the scheduled date of the event, at a specially-called meeting, make a determination to affirm, modify or reverse the denial or assessment. Notice of this determination shall be mailed on the next business day immediately following the meeting or shall be personally delivered for receipt.

10. Waiver of Requirements

- a. Any requirements for or limitation upon a permit or the requirement of a permit may be waived by the Director for good cause shown and when it is in the best interest of the Park District.
- b. Any requirement for fees, deposits, or proof of insurance may be waived by the Director. Application for a waiver shall be made on a form prescribed by the Director.

11. Effect of Permit The permittee shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in said permits.

12. Exhibit Permits Any person who has obtained a permit shall produce and exhibit upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule.

INDEMNIFICATION AND REIMBURSEMENT AGREEMENT

I, (individually) (as agent for _____) [delete whichever description does not apply], recognize and acknowledge that by applying for the rental use of Woodridge Park District property, that there are certain risks of physical injury in the use thereof and I agree, (individually) as agent for _____) [delete whichever description does not apply] agree to indemnify and hold harmless the District, its agents, officers and employees from any and all claims resulting from injuries, including death, property damage or other losses, including but not limited to attorneys' fees, which arise out of, are connected with, or are in any way associated with the use of Park District property under any permit granted where the losses, damages or claims are found to be proximately caused by the acts or omissions of the permittee, the sponsor, its officer, agents, employees or any persons under their control in so far as is permitted by law.