

TO: Board of Commissioners
 FROM: Andy Bendy, Director of Special Facilities
 THROUGH: Mike Benard, Executive Director
 RE: Tenting of Patio and Terrace at Arrowhead Golf Club
 DATE: September 1, 2020



SUMMARY:

Staff is seeking to extend the ability to utilize the outdoor dining areas on the restaurant patio and halfway house terrace from September 21 –November 16 with tenting and outdoor heaters for our guests. Due to COVID-19 – Phase #4 Restore Illinois Guidelines, indoor dining has been limited to 50% capacity with tables spaced 6-feet apart.

Staff has researched options for renting one 30 x 30 tent and one 20 x 30 tent for these outside spaces. Estimates include: tenting frame, covering, weights to secure tents, walls with windows, propane heaters, 100lb propane tanks + (which will need to be filled daily), and café lights to hang inside the tents .

Several quotes were sought for the project with four rental quotes being secured.

Company		Patio	Halfway House Terrace	Total +
Ultimate Rental Services	Rental	\$5,987.03	\$4,639.52	\$ 10,626.55
Braun Events	Rental	\$7,816.00	\$7,230.00	\$ 15,046.00
Big Tent Events	Rental	\$8,756.41	\$8,756.41	\$ 17,512.82
Arlington Rental	Rental	\$9,850.00	\$9,350.00	\$ 18,700.00

+ Rental tent estimates Arrowhead Golf Club would be responsible for refilling the propane tanks at, roughly \$7,500.

Staff has used Ultimate Rental Services for other special events in the past and have had no issues.

REVENUE OR FUNDING IMPLICATIONS:

The cost to rent each tent is \$93.21 per day, per tent to cover the estimated expenses (based on an estimated cost of \$10,626.55) for the tent rental for 57 days, plus the estimated heating costs at 50% - 28.5 days (\$125 to fill the propane tank) \$7,125 = \$17,751.55. Staff believes that each tent must bring in an additional \$500 per day, in revenue to cover the cost of the tent rental, heating, food, and labor cost. *(The revenue estimate doesn't take into account any weather conditions which would permit outdoor dining).*

Arrowhead Golf Club would also be responsible for refilling the propane tanks at roughly \$125 per 100lb tank (approximately 8-10 hours of heat). It is estimated to be an additional \$7,125 in expenses for propane to heat both tents for 28.5 days (half of the 57 day rental – listed above).

Currently, there is no money allocated for this project included in the 2020 budget. Funds will be taken out of the restaurant supplies and banquet supplies accounts to pay for the tent rentals. Currently \$18,457 has been spent on supplies for the restaurant out of the \$60,000 budgeted and \$14,793 out of the \$20,000 budgeted in banquet supplies. GL# 60-612-902-53-5388 and GL #60-612-901-53-5390

LEGAL REVIEW:

Tent permitting would be required by DuPage County for this project at an approximate cost of \$250. Permit procurement includes the following: six copies of the plat of survey or site plan with proposed location of the tent notating the distance from lots, buildings, and other structures, two copies of construction plans meeting current building codes, two copies of the tent layout which includes aisles, table placement ,exits, fire extinguishers, electrical power, lighting, and exit lights.

ATTACHMENTS:

Vendor Quotes for Rental of Tents (4)
 DuPage County Permitting Information

RECOMMENDATION:

Staff is seeking board approval to rent two outdoor tents from September 21 – November 16, 2020 to extended outdoor dining at Arrowhead Golf Club at a cost not to exceed \$20,000.



Ultimate Rental Services, Inc.

1200 N. Independence Blvd., Romeoville, IL 60446
 Phone: (630) 468-2800 | Fax: (888) 468-2050
 UltimateRentalServices.com

RENTAL CONTRACT

Bill To

Wheaton Park District

Arrow Head Golf Course
 26w151 Butterfield Road
 Wheaton, IL 60189

Phone:

Fax:

Deliver To

Arrow Head Golf Course
 26w151 Butterfield Road
 Wheaton, IL 60189

Contact Person

Kim Prazak

Phone: (630)510-5051

Cell Phone: () -

Order No: O16618

Written By: Don Sears

Delivery: Sep 21, 2020 Arrival: Business 9am-5pm

Event Starts: Sep 21, 2020 12:00 pm

Event Ends: Nov 16, 2020 12:00 pm

Pick-up: Nov 16, 2020 Arrival: Business 9am-5pm

Delivery Method: Delivery

Additional Notes

All deliveries will be made to ground level within reasonable distance from truck, unless otherwise noted.

30'x30' Tent - back of building next to patio/deck

20'x30' Tent - west side of building over patio

Qty	Description	Size	Unit Price	Bill. Days	Total
Tent - 30' x 30' Frame					
1	Tent - 30' x 30' Frame <i>Includes standard installation</i>	30' x 30'	\$610.00	5.5	\$3,355.00
Tent - 20' x 30' Frame 1P					
1	Tent - 20' x 30' Frame <i>Includes standard installation</i>	20' x 30'	\$365.00	5.5	\$2,007.50
Electrical					
8	Extension Cord - White - Multi Outlet 30'	30'	\$0.00	1	\$0.00
4	Extension Cord - White - 50'	50'	\$0.00	1	\$0.00
Gas					
2	Propane - 100lb Tank	100 lb	\$125.00	1	\$250.00
HVAC					
2	Tent Heater Acc. - 170K Diffuser	170K BTU	\$25.00	1	\$50.00
2	Tent Heater - 170K BTU <i>Propane not included, Requires electrical connection 100lb. tank 8-10 hours : 60lb. tank 4-5 hours</i> <i>NOTE --- Tent Heaters will increase air temperature, however an enclosed tent is not a sealed or insulated structure. Some outside air may enter. Many factors like outside temperature, wind, level ground, ect. will effect the performance of the heated enclosed tent.</i>	170,000 BTU, Dimensions (L x W x H) 31" x 18" x 32	\$125.00	5.5	\$1,375.00
Lighting					
22	Lighting - Tent - Cafe/Edison Lights - 20' <i>Requires electrical connection</i>	20'	\$15.00	1	\$330.00
Tent Gutter					
1	Tent Gutter - 30' Frame	30'	\$0.00	1	\$0.00
Tent Install - Weights/Anchors					
19	Tents - Water Barrel - Kwik-Cover - White	55gal	\$4.95	1	\$94.05
19	Tents - Water Barrel - 55gal <i>Customer to provide water source</i>	55 Gal.	\$15.00	1	\$285.00

Tent Install - Weights/Anchors*- Barrel Covers are Recommended***Tent Item**

1	Tent Door - Double	Double	\$400.00	1	\$400.00
---	--------------------	--------	----------	---	----------

Tent Sidewall

6	Tent Sidewall - Window - 7't x 30'w	7'x30'	\$60.00	5.5	\$1,980.00
2	Tent Sidewall - Window - 7't x 20'w	7' x 20'	\$40.00	5.5	\$440.00

Tent Item

1	Tent Sidewall Door - 8't x 10'w	8'tx10'w	\$0.00	1	\$0.00
---	---------------------------------	----------	--------	---	--------

Order Subtotal: \$10,566.55**Delivery Charge: \$60.00****TOTAL: \$10,626.55****Deposit Due: \$5,313.28****Amount Paid: \$0.00****Balance Due: \$10,626.55**

Signature: _____ Date: _____

I by signing this agreement, agree to all charges, terms/conditions and I have carefully reviewed all information for accuracy!

Print Name: _____

Credit Card # _____ Expiration Date: ____/____/____ Security Code: _____

NOTE: Payment and Signed Rental Agreement: Orders can only be delivered after payment and SIGNED rental agreement have been received by Ultimate Rental Services, Inc.**NOTE: At time of delivery:** Client is required to sign and verify that all equipment has been inspected and accounted for. **CLIENT MUST COUNT ALL EQUIPMENT AT DELIVERY AND IS RESPONSIBLE FOR ALL EQUIPMENT COUNTS AND/OR DAMAGE.** (Any discrepancies must be reported by phone within 3 hours of delivery.)**NOTE: Before delivery:** Any delivery time or date changes must be made a minimum of 3 days prior to delivery date otherwise requests for changes may be denied.

Thank you for your business!
Tips are Appreciated. Thank you!
Attention: At time of delivery please communicate any changes, questions or concerns with office personnel by calling (630) 468-2800

TERMS AND CONDITIONS/WARRANTY

- BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THIS RENTAL CONTRACT. CUSTOMER ACKNOWLEDGES THAT S/HE HAS RECEIVED IN GOOD ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE CONTRACT.
- CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL RENTED ITEMS, INCLUDING THEIR SAFE AND PROPER USE, OPERATION, MAINTENANCE, AND RETURN TO ULTIMATE RENTAL SERVICES, INC. CUSTOMER IS RESPONSIBLE FOR ALL LOSS, DAMAGE, OR REPAIR.
- ULTIMATE RENTAL SERVICES, INC. MAKES NO WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTIES, EXPRESSED OR IMPLIED.
- THIS RENTAL CONTRACT FORMS THE SOLE AGREEMENT BETWEEN THE CUSTOMER AND ULTIMATE RENTAL SERVICES, INC. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD ULTIMATE RENTAL SERVICES, INC. HARMLESS FOR ANY CLAIMS FROM CUSTOMERS USE OR MISUSE, INCLUDING ANY THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE CUSTOMER'S NEGLIGENCE OR OPERATION INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS.
- OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS (SAFETY INSTRUCTIONS).
- RETAKE OF EQUIPMENT: IF CUSTOMER FAILS TO RETURN ALL RETURNED ITEMS UPON AGREED TIME, CUSTOMER AGREES TO PAY FOR ALL ADDITIONAL CHARGES. IF CUSTOMER REFUSES TO RETURN RENTED ITEMS, THE CUSTOMER AGREES THAT ULTIMATE RENTAL SERVICES, INC. AND ITS AGENTS MAY TAKE ALL REASONABLE ACTIONS NECESSARY TO RECOVER RENTED ITEMS WITHOUT PRIOR NOTICE OR LEGAL PROCESS.
- CUSTOMER ACKNOWLEDGES THE POSSIBILITY OF INJURY AND WILL PROVIDE ADULT SUPERVISION AT ALL TIMES ACCORDING TO THE RULES GIVEN TO RENTAL PARTY PRIOR TO EVENT, WRITTEN INSTRUCTION, OR VERBAL.
- ATTORNEY FEES: CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND COURT COSTS INCURRED BY ULTIMATE RENTAL SERVICES, INC. IN ENFORCING THESE TERMS AND CONDITIONS.

Rental Items listed are for rent only and for only the stated rental period. Payment terms are half of balance due as deposit and remainder of balance due prior to rental date. Please order carefully. Delivery personnel does not payments (Except Tips) so all balances must be paid in full before delivery. Cancellation Period: Changes may be made to any rental order prior to 10 days of taking delivery of rental items without penalty. Any changes made 10 day period before delivery will not receive any refund. When canceling rental items an in store credit will be issued to the client account on in stock items. If in fulfilling the rental order if any charges or fees were incurred by Ultimate Rental Services, Inc., there will be no credit or refund on those items. Any changes, questions or concerns must be communicated only with office personnel by phone verbally. Any changes will not be accepted by voicemail, email, ect., and/or the delivery personnel. The attached document contains your rental agreement for your event. Please read and check all the information carefully. If any information is incorrect or you have any questions about the rental agreement, contact us immediately. Signed rental agreements are due back to us within 48 hours. Credit card: Customer agrees to all rental charges, damage charges, cleaning charges and authori: Ultimate Rental Services, Inc. to bill charges to customer's credit card at time of reservation and/or after rental period. All equipment must be returned in the condition and location it was delivered. Normal wear and tear is ex: however cleaning charges will apply if excessive cleaning is needed after equipment is returned. Catering equipment is to be rinsed clean and free of debris upon return/pick up. All items are expect to be free of any tape, adhe staples, ect. upon return/pick up. Patio heaters and cooking under the tent is prohibited and will damage the tent, resulting in replacement cost to client. Delivery Only equipment will be delivered to garage, dock, driveway, ect. carries over 50 feet may result in additional labor costs. If client elects for set up/take down of equipment the equipment will be carried to location and set up in location that is within reasonable carry distance. Client is respons for maintaining and removing snow and/or water from tent and surrounding area. Client agrees to have delivery and/or set up area free from any items or debris upon delivery and/or pick up of rental equipment. Ultimate Renta Services, Inc. will not move any items that are in the way of fulfilling rental contract: (example, vehicles, furniture or any other personal property of client). Client must notify Ultimate Rental Services, Inc. of any up/down stair ca: at time of contract agreement with sales person. It is the customer's responsibility to notify Ultimate Rental Services, Inc. of any private lines or hazards that are under ground: examples include but are not limited to sprinkler

systems, gas lines, ect. Ultimate Rental Services, Inc. will notify J.U.L.I.E, DIGGERS or any other utility locate systems to mark any underground hazards with flags and paint. Ultimate Rental Services, Inc. will not erect any tent canopy with stakes without the area being marked for any underground hazards. If the utility located services have not marked the ground, it is the contract signers responsibility to notify Ultimate Rental Services, Inc. for other arrangements to be made in regards to alternative anchoring of the tents. Client will not post or write any reviews or comments pertaining to the rental of any kind without Ultimate Rental Services, Inc.'s permission. All balance be settled 10 days prior to event. Delivery and/or pick up times are estimated but not guaranteed: Ultimate Rental Services, Inc. is not responsible for any incurred costs or losses pertaining to late or early delivery and/or pick up times. Outstanding balances may prevent services. Client agrees to indemnify and hold harmless Ultimate Rental Services, Inc. and their agents and employees from any liability and against claims, injuries, damages or losses including reasonable attorneys fees arising from rental equipment and/or services including negligence. Client is responsible for their employees and agents that sign for equipment verification. Client is responsible to inspect a equipment for safety, functionality and item amounts. Client must notify by phone with office personnel of any damaged, soiled or missing equipment upon delivery within 3 hours of delivery, Absolutely no exceptions, No refund credits, exchanges or any reimbursements of any kind will be made after the 3 hour window is expired. Client will be notified of missing or damaged equipment within 48 hours of return to warehouse and management verification. Missing, damaged, or soiled equipment will be charged in accordance to rental fees. Client agrees to pay any charges pertaining to missing, damaged or broken equipment from their rental order within 30 days of return of the equipment. Any outstanding balances can be turned over to a collection agency. Client is responsible for any and all applicable permits. In the event of a governing body canceling an event or set up due to permit issues all charges will still apply and Ultimate Rental Services, Inc. will not be held responsible. Client will be notified of any substitutions. Equipment must be returned at the agreed time to avoid late charges. Late charges will be calculated at originally agreed upon rate. In case of an afterhours emergency call (630) 210-1636. Damage Waiver: Damage Waiver is not insurance, it is an acknowledgment between Ultimate Rental Services, Inc. and Renter (Lessee), which relieves Lessee from any liability caused by damages not in the control of the Lessee. This document will provide the details of the Damage Waiver agreement, including agreement between parties, everything covered by the agreement, and everything that will not be covered by the agreement. The purchase, and subsequent payment, of the Damage Waiver will guarantee a binding agreement between Lessee and Ultimate Rental Services, Inc. to Lessee of liability covered by this agreement. Lessee is obligated to pay the Damage Waiver fee BEFORE the setup and use of any and all Ultimate Rental Services, Inc. equipment, and not after, in order for the agreement to be valid. The occurrence of any event that causes damage to Ultimate Rental Services, Inc. units before Damage Waiver is purchased will not be covered. A single payment of the Damage Waiver fee will cover ALL units rented from Ultimate Rental Services, Inc.. The events COVERED under the Damage Waiver agreement include damage caused by: • Rain or flood • Fire (not intentional fire caused by Lessee) • Damage caused by wind storm • Damage caused by riot (for large events) • Damage caused by collision (not foreseeable) • Damage caused by any acts of God (i.e. tree fall, lightning, earthquake, hail) The events NOT COVERED under the Damage Waiver agreement include: • Theft of Ultimate Rental Services, Inc. unit(s) • Intentional damage arising from, but not limited to: • Sharp objects intentionally used on or in unit; • Use of any chemical compound that can harm unit; • Silly String, Paint Marker, etc. inside unit. • Any damage from misuse arising from, but not limited to, any disregard of safety rules located on unit. • Any damage arising from relocation or modification of unit without Ultimate Rental Services, Inc. approval. Ultimate Rental Services, Inc. warrants that they will not hold Lessee responsible for any damages which resulted from the events covered under this agreement. This warranty is in lieu of any and all other warranties expressed or implied by Ultimate Rental Services, Inc. and any of its representatives. Lessee acknowledges, through payment for Damage Waiver, that he/she understands the full terms of the agreement and agrees to take responsibility for any damages to Ultimate Rental Services, Inc. units that are not covered under the Damage Waiver. Weather Warning - Ultimate Rental Services, Inc. reserves the right to cancel or postpone any delivery, event pickup, etc. due to inclement weather and does not warrant or guarantee any times. Client agrees to evacuate people and any equipment in the event of inclement or dangerous weather at clients oversite and holds harmless Ultimate Rental Services, Inc. of any liability. Evacuation of the tent for any reason is the clients responsibility. An evacuation planning guide is available at the clients request. Open Invoice- Invoices are only closed after all equipment returned to warehouse and counted and/or inspected. Any charges resulting from shortage, damage, cleaning charges will be billed to credit card provided. Security Deposit may be required: A security deposit may be required at Ultimate Rental Services, Inc. discretion. Security deposit will be returned after rental equipment is counted and inspected if applicable by Ultimate Rental Services, Inc. Customer agrees to be added to mailing list and to receive promotional emails, postage mail, ect.. Cancellation Policy is as follows: Once a reservation is placed it is expected for client to fulfill the contract. However if a contract is canceled before 10 days of the event a full refund will be issued to account. If a contract is canceled 3-10 days before the event a credit will be issued to the account less any costs incurred. If a contract is canceled within 2 days prior to event, no credit or refund will be issued. Changes, Modifications, Edits, Etc. to the terms and conditions will not be honored or valid.

ADDENDUM TO RENTAL CONTRACT TERMS AND CONDITIONS

This Addendum ("Addendum") is made to the preprinted form of that certain "Rental Contract" by and between Ultimate Rental Services, Inc and Wheaton Park District ("Customer"), and the preprinted "Terms and Conditions/Warranty" ("Terms and Conditions") attached to same (collectively, the "Agreement"). This Addendum modifies and supplements the Agreement. In the event of any conflict between a provision of the Agreement and this Addendum, the provision of this Addendum shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

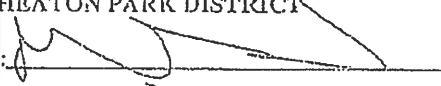
Terms and Conditions/Warranty

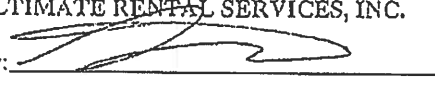
1. Insert new Section 9. Indemnification:

Notwithstanding the foregoing, Ultimate Rental Services, Inc. shall defend, indemnify and hold harmless Customer and its officials, officers, employees, and agents from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from injury to or death of persons, and damage to or loss of property, but only to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Ultimate Rental Services, Inc. (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require Ultimate Rental Services, Inc. to indemnify Customer for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Customer.

2. All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Addendum contain all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Addendum must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates set forth below.

WHEATON PARK DISTRICT
By: 
Its: Executive Director

ULTIMATE RENTAL SERVICES, INC.
By: 
Its: President

ATTEST: _____

ATTEST: _____

Its: _____

Its: _____

Date: _____

Date: _____



Building & Zoning Department
DuPage County

BUILDING PERMIT

P54958

INSPECTIONS:

- TENT INSTALL
- TENT REMOVAL

Owner: WHEATON PARK DISTRICT

Address: 26W151 BUTTERFIELD RD WHEATON 60187

Permit Type: **Commercial - Add Nonlivable/Accessory**

Proposed Project: (2) TEMPORARY TENTS W/ ELEC
AAM

This structure shall not be used, occupied or furnished in whole or in part until a Certificate of Use & Occupancy is issued by the Building Division, where applicable.

If no required inspection is scheduled at least every ninety (90) days, the permit will expire.

For Inspections call 630-407-6700 Monday-Friday 8:00 a.m. – 4:00 p.m. All inspections require minimum 24hour notice

CARD MUST BE POSTED AT THE BUILDING SITE UNTIL FINAL APPROVAL

Date issued: 8/31/2020

Building Official

There may be times you still need to contact your inspector for further requirements or questions.

Call JULIE at 811 or
1-800-892-0123 before you dig