

1606 9897

# CENTRAL athletic center

A facility of the Wheaton Park District

## Central Athletic Center Rental Application

500 Naperville Road • Wheaton, IL 60187

Please check area that you request to rent below and return application to:  
Wheaton Park District Community Center, 1777 S. Blanchard, Wheaton, IL 60189  
Fax to: 630.668.3813 Email to: mbcleary@wheatonparks.org

- ☒ Central Athletic Center - Large Gym  
☐ Central Athletic Center - Kale Gym  
☐ Central Athletic Center - Upper Gym/Turf Field  
☐ Central Athletic Center - Batting Cage(s)  
☐ Central Athletic Center - Meeting Room

9/19: 3pm to 6:30pm

→ 9/20: 8am to 11:30am

Rental date(s) requested: 9/19 and 9/20 ☐ S ☒ M ☐ Tu ☐ W ☐ TH ☐ F ☐ SA (Check one)

Time of rental: Arrival see notes Departure see notes Total Hours see notes  
Contact person: Jackie Flavin Phone (home) 773 834 4139 (work/cell) 312 802 2434

Street Address: 5807 S Woodlawn City Chicago IL Zip 60605  
Email Address: jackie.flavin@chicago Booth.edu Date of Birth 04/28/86

Name of organization (if applicable): University of Chicago

Type of organization: ☐ Service Club ☐ Athletic ☐ Religious ☐ Social ☐ Political ☐ Commercial

Other School Is your organization non-profit? ☒ YES ☐ NO

For organization name, address and phone number of two officers or sponsors that the WPD may contact:

1. \_\_\_\_\_
2. \_\_\_\_\_

Americans with Disabilities Act special needs? ☐ YES ☒ NO

If so, please specify: \_\_\_\_\_

Purpose of rental: Back up main space for Lincoln Marsh

Expected attendance: 9/19 = 102 people; 9/20 = 102 people

Please describe any type of material, literature or equipment you will supply for your group: \_\_\_\_\_

Will there be an admission charge/donation? ☐ YES ☒ NO If so, how much and why? \_\_\_\_\_

How did you hear about us? Mike Kelly @ Lincoln Marsh

## Turf Field Rules

- No Food or Drink on Turf
- No Painting Lines on Field
- No Driving Stakes in Field
- No Sunflower Seeds
- No Chewing Gum on Field
- No Tobacco Products on Turf Field

### WHEATON PARK DISTRICT CENTRAL ATHLETIC CENTER RULES & GUIDELINES FOR USE OF FACILITY

1. Use of the facility is subject to the ordinances and general use regulations of the Wheaton Park District.
2. Lessee(s) will be responsible for and will pay for any damage to park district property arising out of use of the said facility pursuant to this contract.
3. Lessee(s) must leave room in the same condition in which it was found. If you notice any damage/spills, it is the lessee's responsibility to notify Wheaton Park District staff immediately. *covered by gross negligence or willful misconduct of Lessee.*
4. Excessive clean-up costs by park district custodial staff will be charged and billed to the renter at the amount of \$20 per hour at the discretion of the Facility Manager. Excessive damage includes, but is not limited to, furniture, floor scrapes, appliance damage, and large amounts of food or stains on floor. *2c  
\$20/hk*
5. A minimum special service charge of \$20 will be made when any room reservation involves extra handling of chairs, tables, or similar equipment that is not previously requested.
6. Smoking and consumption of alcohol are not permitted anywhere on the Wheaton Park District Central Athletic Center property.
7. Due to liability issues, homemade foods are not allowed to be served.
8. Posting of advertisements, decorations, etc. must be preapproved by the Facility Manager.
9. Central Athletic Center staff reserves the right to reassign any meeting room/ gym location based on unforeseen circumstances.
10. Management reserves the right to add to or change the rules as needed in the best interest of the Wheaton Park District.
11. Supplying of inaccurate information on the application or violation of park district rules will be cause for revocation of application. No refund will be granted.
12. The hours of operation of the Central Athletic Center are Monday through Friday 4pm to 9pm, Saturday and Sunday 8am to 9pm.
13. The person requesting the facility is responsible for the conduct of all adults and children in the party.
14. Children must be supervised at all times by an adult of 21 years or older during rental hours. On adult per 10 children is required.
15. Wheaton Park District reserves the right to have a designated employee visit for the purpose of supervision.
16. Time used by the renter beyond the specified reservation will be assessed at the hourly room/gym rate, and charged by the quarter hour. Payment must be made before leaving the premises.
17. All rental monies must be paid one week in advance. Failure to pay by the designated deadline will automatically result in cancellation.
18. If renter cancels 48 hours before rental date, 50% of payment will be returned.
19. No park district equipment shall be removed from the building. Tables and chairs shall be used for their intended purposes only. Wall partitions are not to be moved or opened by the renter.
20. No gambling, lotteries or raffles shall be performed, and no liquor shall be brought or consumed upon the premises or be in the possession of any member of the party unless approved by the Director. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees.
21. The Wheaton Park District does not assume and liability for property lost or stolen on the park district premises, or for personal injuries sustained on the premises during the lessee(s)' use of the premises, and lessee(s) hereby agree to hold said park district harmless from all claims, suits, judgment or damages arising out of any such property loss or personal injury.
22. A Contract for Lease of the Wheaton Park District Central Athletic Center will not be entered into by the Wheaton Park District unless said contract is signed and delivered to the office of the Wheaton Park District Central Athletic Center.
23. For certain type of rentals, public liability insurance in an amount of not less than \$1,000,000/Occurrence and a certificate of such insurance naming the Wheaton Park District as Additionally Insured may be requested to be forwarded prior to approval.

All rental monies must be paid one week in advance. Failure to pay by the designated deadline will automatically result in cancellation. If you cancel within 2 days of your rental date, 50 % of your payment will be refunded.

**WE REMIND YOU THAT THE WHEATON PARK DISTRICT CENTRAL ATHLETIC CENTER IS A SMOKE-FREE ENVIRONMENT.**

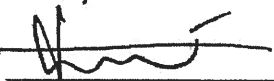
I/We understand that I/we are subject to all laws of the State of Illinois and to Wheaton Park District ordinances, and that no activities in violation of such laws or ordinances shall be permitted on subject premises during the lease or use thereof.

I/We hereby agree to use Wheaton Park District facilities in accordance with regular park district policies and regulations, and agree to the changes incurred if any.

**WAIVER** As a user of the Wheaton Park District Central Athletic Center, I recognize and acknowledge that there are certain risks of physical injury, and I and those in my charge agree to assume the full risk of any injuries, including death, damages or loss which I and those in my charge may sustain as a result of participation in any and all activities connected with or associated with such use of the Central Athletic Center. I agree to waive and relinquish all claims that I and those in my charge may have as a result of use of this park district facility against the park district and its officers, agents, servants and employees.

I do hereby fully release and discharge the park district and its officers, agents, servants, and employees from any and all claims for injuries, including death, damage or loss which I and those in my charge may have, or which may occur to us on account of our participation in the use of the Central Athletic Center.

I further agree to indemnify and hold harmless and defend the park district and its officers, agents, servants, and employees from any and all losses sustained from injuries, include death, damages, and losses sustained by me and those in my charge and arising out of, connected with or in any way associated with the activities in the use of the Central Athletic Center. I have read and fully understand the above use of park district facilities and Waiver and Release of all claims.

	5807 S Woodlawn Ave	Chicago IL 60637	773-834-4134
Signature (over 21 years)	Address	City/State/ Zip	Phone Number

Ricardo E Carter  
Senior Associate Director

702-7304

 8/24/16

### Rental Categories and Hourly Rates\*

	Resident	Nonresident	Commercial
A. Large Gym	\$50	\$65	\$80
B. Kale Gym	\$45	\$60	\$75
C. Upper Gym	\$71	\$91	\$111
D. Batting Cage			
1/2 Hour	\$15	\$25	\$30
1 Hour	\$25	\$40	\$55
E. Meeting/ Party Room	\$40	\$55	\$70

\*Rental rates subject to change

#### Rental Group Categories

- Youth/Adult Serving Groups: (70% Residents) who reside within park district boundaries (Boy Scout, Girl Scout, Church Groups)
- Nonresident: Youth/Adult serving groups/individuals who reside outside park district boundaries.
- Commercial: Individuals, groups and organizations within the park district as well as out of district, for the purpose of monetary gain.

#### Draw a Diagram of Desired Set-up

We defer to Lincoln Marlon Facilitators.

Equipment requested

Number of chairs \_\_\_\_\_

Number of long tables \_\_\_\_\_

Other \_\_\_\_\_

Some items may not be available.

X- chair ☐ long table

I have read Wheaton Park District's policies and agree to abide by them or risk forfeiture of our room rental or security deposit.

Signature of Applicant \_\_\_\_\_

Date

08/19/16

#### Office Use Only

Deposit Paid: Date \_\_\_\_\_ Amount \_\_\_\_\_ Initials \_\_\_\_\_

Center Schedule

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date \_\_\_\_\_ Room Fee \_\_\_\_\_ hours x \$ \_\_\_\_\_ hr = \_\_\_\_\_

Facility Manager: \_\_\_\_\_ Additonal tables / chairs \_\_\_\_\_ = \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date \_\_\_\_\_

Reason Disapproved \_\_\_\_\_ Special Equipment \_\_\_\_\_ = \_\_\_\_\_

Deposit Returned: Date: \_\_\_\_\_ Initials \_\_\_\_\_ Other Charges \_\_\_\_\_ = \_\_\_\_\_

CHARGES: Date paid \_\_\_\_\_ Initials \_\_\_\_\_ TOTAL CHARGES \_\_\_\_\_

**THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS  
EVENT CONTRACT ADDENDUM**

The following terms and conditions of this Event Contract Addendum ("Addendum") are incorporated into and form a part of the Agreement between The University of Chicago on behalf of its Booth School of Business ("Chicago Booth") and **Wheaton Park District d/b/a Central Athletic Center** ("Vendor"), Chicago Booth contract number **16069897** ("Agreement") for the event scheduled **9/19 – 9/20/2016** ("Event").

1. Addendum Controlling. The parties expressly agree that, in the event of a conflict between the terms of the Agreement or any attachments, exhibits or addenda thereto and the terms of this Addendum, this Addendum will supersede the applicable section or clause of the Agreement.

2. Tax Exemptions. Vendor acknowledges that Chicago Booth is a not-for-profit organization exempt from sales and use taxes in the State of Illinois (tax exempt ID Number E9990-5280-07), as well as Connecticut, Florida, Massachusetts, Michigan, Minnesota, Missouri, New York, Tennessee, Texas and Wisconsin. Where applicable, Vendor agrees not to charge Chicago Booth for applicable taxes. Chicago Booth will provide a tax exempt certificate to Vendor upon request. Vendor agrees not to charge Chicago Booth finance charges for late payments.

3. Refund of Deposit. If the Event is cancelled by Vendor or for any reason other than cancellation by Chicago Booth, Vendor shall provide Chicago Booth with a refund of any deposits or other fees paid in connection with the event within 30 days of the cancellation.

4. Cancellation by Chicago Booth. If Chicago Booth elects to cancel the event with at least 7 days notice to Vendor, Vendor shall use commercially reasonable efforts to rebook the Event space to a third party, in which case Chicago Booth will not be liable for any cancellation or other fees. If Vendor is unable to rebook the Event space, Chicago Booth shall have the right to reschedule the Event for a mutually agreeable date within 180 days of the originally scheduled Event. Any deposits or other fees paid by Chicago Booth will be credited toward the rescheduled Event.

5. Minimum Revenue Charges. In the event the Agreement requires Chicago Booth to pay any liquidated damages or other fees for failure to meet any minimum revenue guarantee, Vendor agrees that any such fees paid by Chicago Booth may be used as a credit for another event held with Vendor on a mutually agreeable date within 180 days of the originally scheduled event.

6. Alcoholic Beverages. To the extent Vendor will serve alcoholic beverages in connection with the Event, Vendor agrees (a) to comply with all applicable laws and regulations related to the sale and service of alcoholic beverages and (b) that Chicago Booth has no responsibility with respect to such compliance.

7. Publicity. Each party agrees that it shall not, either directly or indirectly, use the name, trademarks, or logos of the other party or its subsidiaries in any press release or advertising material without the prior written consent of the other party.

8. Liability for Damage. Chicago Booth shall not have any liability or other financial obligation to Vendor for any damage occurring in connection with the Event, except for that which is caused by the gross negligence or willful misconduct of Chicago Booth or its invited guests.

9. Indemnification. Vendor agrees to defend, indemnify and hold the University of Chicago and its Board of Trustees, officers, directors, employees, volunteers and agents harmless from and against any and all such losses, expenses, damages (including loss of use), demands and claims arising out of Vendor's actual or alleged (a) negligence or intentional misconduct, (b) violation of applicable law, rule or regulation, or (c) a breach of the Agreement or this Addendum.

10. Dispute Resolution. Any dispute arising out of this Agreement or Addendum shall be governed by the substantive law of Illinois without regard for Illinois choice of law rules. The venue for any dispute arising out of the Agreement or the Addendum shall be the Circuit Court of Cook County, Illinois or, if subject matter jurisdiction is present, the United States District Court for the Northern District of Illinois. Any arbitration or other alternative dispute resolution clause contained in the Agreement shall be deemed stricken from the Agreement.

**Wheaton Park District d/b/a Central Athletic Center**

By: 

Its: 

Date: 8/30/16

**The University of Chicago on behalf of its  
Booth School of Business**

By: 

Its: Senior Associate Director

Date: 8/24/16



# INVOICE

Receipt # 1686161  
Invoice Date: 12/29/2015  
Invoice #: 18469  
Household #: 40999  
Home Phone: (773)834-4139  
Work Phone: (773)834-4139



Wheaton Park District

UNIVERSITY OF CHICAGO  
JACKIE FLAVIN  
5807 WOODLAWN AVE.  
CHICAGO IL 60137

Wheaton Park District  
Lincoln Marsh Natural Area  
1001 W. Lincoln  
Wheaton IL 60187  
Phone: (630)871-2810  
Visit Us On The Web At: [www.wheatonparkdistrict.com](http://www.wheatonparkdistrict.com)

## Facility Reservation Details

Facility: **Lincoln Marsh, Challenge Course**  
Address: **Corner of Pierce and Harrison, Wheaton, IL, 60187**  
Reserv. Contact: **University of Chicago, Cell: (312)802-2434**  
Reserv. Number: **45873** Status: **Firm**  
Purpose: **Teams Course**  
Anticipated Count: **60**

Date	Day	Time	Fees + Tax	Discount	Prev Paid	Cur Paid	Amount Due
09/19/2016	Mon	2:30 PM to 6:00 PM	980.00	140.00	0.00	0.00	840.00

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
College-PDist-Teach	70.00	14.00	140.00	0.00	840.00

Misc Fac. Comments: Reservation is receiving the 2015 pricing. Discount applied.

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Purpose: **Teams Course**  
Anticipated Count: **60**

Date	Day	Time	Fees + Tax	Discount	Prev Paid	Cur Paid	Amount Due
09/20/2016	Tue	9:00 AM to 12:15 PM	980.00	140.00	0.00	0.00	840.00

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
College-PDist-Teach	70.00	14.00	140.00	0.00	840.00

Misc Fac. Comments: Reservation is receiving the 2015 pricing. Discount applied.

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Purpose: **Teams Course**  
Anticipated Count: **60**

Date	Day	Time	Fees + Tax	Discount	Prev Paid	Cur Paid	Amount Due
09/20/2016	Tue	2:15 PM to 5:45 PM	980.00	140.00	0.00	0.00	840.00

Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
College-PDist-Teach	70.00	14.00	140.00	0.00	840.00

Misc Fac. Comments: Reservation is receiving the 2015 pricing. Discount applied.



Wheaton Park District

# INVOICE

Receipt #  
Invoice Date:  
Household #:

1686161  
12/29/2015  
40999

TOTAL INVOICED FEES	2,940.00
TOTAL INVOICED DISCOUNTS	420.00
PREVIOUS AMOUNT PAID AGAINST FEES	0.00
CURRENT INVOICE AMOUNT DUE	2,520.00

*Please return the lower portion with your remittance*

Household #: 40999

University of Chicago  
Jackie Flavin  
5807 Woodlawn Ave.  
Chicago IL 60137

Billing Date: 12/29/2015  
Due Date: 09/06/2016

Invoice Number: 18469

Amount Due: \$2,520.00

Facility Reservation  
Amount Paid: \_\_\_\_\_

Payment Type: \_\_\_\_\_ Check \_\_\_\_\_ Credit Card

Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

X\_\_\_\_\_

I agree to pay the above amounts listed as credit card charges  
according to credit card issuer agreements.

Remit To:  
Wheaton Park District  
Lincoln Marsh Natural Area  
1001 W. Lincoln  
Wheaton IL 60187