



# **Village of Elwood**

• *Established 1889* •

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*Proud of our past, Building our future.*

## **Community Use Policy and Agreement Community Room**

### **I. Purpose**

- A. The Community Room in the Elwood Village Hall is designed primarily to meet the operational needs of the Village of Elwood and provide accommodations for educational, informational, cultural, and civic functions, or for group discussions about political issues of the Elwood community.

### **II. Priorities of Use of Facilities**

#### **A. Community Room**

1. Village-initiated meetings including all other advisory boards and commissions.
2. Other agencies of government.
3. Meetings of not-for-profit community groups and organizations for educational, cultural, civic purposes, or candidate forums.

The Village of Elwood reserves the right to request a copy of the organization's Articles of Incorporation or Charter. In the event of a conflict with this policy and agreement, this policy and agreement will prevail.

### **III. No Endorsement**

Use of the Community Room does not constitute Village endorsement of viewpoints or philosophies expressed by participants in the programs. No advertisement or announcement implying such endorsement will be permitted.

#### **IV. Use of Name**

The name of the Village of Elwood may not be used in any way except as a description of location.

#### **V. Equal Opportunity**

Activities taking place in the Community Room must be open to all citizens, regardless of age, sex, race, religion, national origin, or physical handicaps. It is the responsibility of the using group to provide any and all reasonable accommodations for persons with disabilities in accordance with the Americans with Disabilities Act.

#### **VI. Hours of Use**

##### **A. Community Room**

The Community Room is available from 8:00 a.m. to 9:00 p.m. Monday through Friday, and from 8:30 a.m. to 12:30 p.m. on Saturday. Special arrangements may be made for other times and days. The Community Room Door will be unlocked approximately one half-hour prior to the meeting/event for those meetings scheduled after normal business hours.

#### **VII. Application for Use**

Written application for use of the facility with complete information must be made on a form provided by the Village of Elwood (Village Hall, 401 Mississippi Ave, Elwood, IL 60421). Use of the facility includes only those areas and equipment specifically stated on the application for use. Use of additional areas and/or equipment is strictly prohibited. Information regarding the rooms and scheduling is the responsibility of the Village Administrator or his designee. Please contact (815) 423-5011 to reserve a time for the Community Room.

1. A resident of Elwood who is more than 18 years of age must make reservations. The person making the application shall be the contact person and the only person to make changes in the reservation.
2. Applications for Community Room use should be made to the Village Administrator's Office as much in advance as possible, but no less than one week prior to the event.
3. Reservations cannot be accepted more than one year in advance. Applications for the use of the facility do not guarantee approval of its use. Any group who wishes to cancel a reservation should do so at least 48 hours prior to the event.
4. Reservations are made when the room is available.
5. Any group using the community room after normal business hours must vacate the building by 9:00 p.m. Monday – Friday and 12:30 p.m. on Saturday.
6. No group may assign its reservation to another group.

7. Reservations for regular periodic meetings must be renewed annually.

### **VIII. Use and Care of Facilities**

1. Attendance at meetings in the Community Room must be limited to the stated capacity of the rooms. The Community Room has a capacity of 96-135 people.
2. Nails, tacks, tape, etc., are not to be used on the walls in the Community Room. Violation of this rule will result in the forfeiture of the deposit.
3. The Community Room must be left clean and in good condition. All papers, cups, and other waste must be disposed of properly. Violation of this rule will result in the forfeiture of the deposit.
4. Violation of this policy and agreement shall result in immediate revocation of authorization to use the facility, or denial of future requests to use the facility. Each organization and applicant will be responsible for reimbursement to the Village for any and all property damage done to the Village facilities as a result of an approved request.

### **IX. Restrictions**

1. The Community Room is not available for commercial purposes.
2. No use of the Community Room may violate any Federal, State or Local law or ordinance, and all uses must be peaceable and orderly.
3. Organizations will be limited to their usage of Village's Community Room to twice per month, and Village facilities must be used for the purpose(s) stated within the Room Reservation Form.
4. Organizations meeting in the Elwood Village Hall Community Room shall not use the Village for their mailing address or, even on a temporary basis, direct calls relating to their meetings to Village telephones.
5. All groups of persons under 18 years of age must be attended by adult chaperones that will assume responsibility for the group's activities.
6. Smoking is not allowed anywhere in the Village Hall.
7. No firearms or weapons are permitted anywhere on the premises except those held by sworn law enforcement personnel.

### **X. Rental Fee**

There is no charge for use of the village's community room by other taxing bodies, civic organizations and/or not-for-profit organizations. An hourly fee of \$ 50.00 will be assessed for all other organizations wishing to use the Community Room.

### **XI. Waiver of Fees**

The Village may, at its sole discretion, waive any or all fees associated with the usage of the Community Room, provided said use is determined to serve the recreational and/or civic interests of a significant cross section of the community.

## **XII. Security and Maintenance Deposit**

A refundable security and maintenance deposit of \$200.00 is required for the use of the Community Room paid 72 hours prior to use.

This deposit is assessed in addition to rental fees to cover the cost of any damages, maintenance fees, or the replacement of lost or stolen equipment. The deposit may also be used to cover additional payments for Village services, including overtime, additional services or equipment. The deposit will be refunded in full or part based upon an assessment of the facility immediately after a group's use. This requirement may be waived according to the user and use by the Village Facility Committee appointed by the Mayor.

## **XIII. Liability**

In consideration for the use of the Community Room, the applicant agrees to indemnify, hold harmless and defend the Village of Elwood from any and all liability or loss that the Village of Elwood may sustain as a result of claims, demands, costs, or judgments arising from the applicant's use of the Community Room during the period of time the applicant uses the facility.

## **XIV. Severability**

If any provision, clause, sentence, paragraph, section, or part of this policy and agreement, or application thereof, to any person, organization, entity or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this policy and agreement, and this policy and agreement shall be in full force and effect as if such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

## **XV. Cancellation by the Village**

If for any reason, in the judgment of the Village, the Community Room should not be used, then the Village reserves the right to terminate the contract or re-schedule a use. The renter agrees that its only claim upon the Village shall be for the refund of any monies paid for the use of the premises. The renter waives any claim for damages for compensation other than the return of rental fees in the event that this contract is terminated.

Every attempt will be made to allow applicants the use of the Community Room as requested. However, through an unforeseen circumstance, should the Village require a room for official business, the Village shall reserve the right to cancel any scheduled use of Village facilities by applicant. Although the Village shall have no obligation to notify any applicant of such cancellation, the Village will notify the organization as soon as practical.

## **XVII. Refund Policy**

Cancellation of reservations by fault of the renter must be made in writing to the Village and will result in loss of the fees paid according to the following schedule:

One week to one month prior to the event: 100%  
One month or more prior to the event: 50%

The Village will refund the complete maintenance and security deposit if all the conditions of the Policies and Procedures are met.

### **XVIII. Food and Beverages**

Regarding events at the Community Room, food and beverages must be disposed of and removed from the Community Room immediately upon conclusion of the event. Permission for selling any concessions must be obtained from the Village.  
**NO ALCOHOL IS PERMITTED.**

### **XIX. Storage**

No storage is available at the Village Hall. No material may be brought in to the Community Room prior to the event. The Community Room will be accessible 30 minutes prior to your scheduled event. All materials must be removed immediately after each event. The Village is not responsible for damage to any materials or equipment. Any costs incurred by the Village for disposal of materials left on the premises will be subtracted from the Security and Maintenance Deposit.

### **XX. Damages**

The Village reserves the right to retain all or part of the Security and Maintenance Deposit for damage and disorder that occurs during a particular groups' use. Costs incurred in excess of this deposit for repairing damages not due to normal wear and tear will be billed to the renting organization or individual within ten (10) days of the occurrence. Payment must be made within thirty (30) days of completed facility usage.

### **XXI. Exceptions**

Any exceptions to regulations listed above must be requested at least thirty days prior to the event.

### **XXII. Property and Equipment**

Permanent equipment must not be removed or altered under any circumstances. Use of ladders is restricted to Village staff or individuals certified by the Village.

In consideration for the use of the Village facilities, Applicant agrees to, and will comply with, the terms and conditions of this Community Room Use Policy and Agreement. Applicant acknowledges receiving a copy of this Community Room Use Policy and

**Agreement.**

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**Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Representative of the  
Village of Elwood**

\_\_\_\_\_  
**Date**