



HOMER GLEN

# Village of Homer Glen

Outdoor Courts

## RENTAL APPLICATION & AGREEMENT

1. Organization Making Request \_\_\_\_\_
2. Today's Date \_\_\_\_\_
3. Contact Person/Responsible Party \_\_\_\_\_
4. Address \_\_\_\_\_
5. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
6. Cell # \_\_\_\_\_ Alternate # \_\_\_\_\_
7. Email \_\_\_\_\_
8. Facility Requested \_\_\_\_\_  
(i.e. Heritage Park, Stonebridge Park)
9. # of Courts requested \_\_\_\_\_
10. Requested Rental Date(s) \_\_\_\_\_
11. Sport or activity being played \_\_\_\_\_
12. Estimated Attendance \_\_\_\_\_
13. Start Time \_\_\_\_\_ AM/PM End Time \_\_\_\_\_ AM/PM
14. Will a particular set-up or equipment be needed from the Village for your request?  
\_\_\_\_\_  
\_\_\_\_\_
15. Will you be bringing any additional equipment on-site such as tents, decorations, utility carts, etc.?  
\_\_\_\_\_  
\_\_\_\_\_

Renter – will refer to the Contact Person/Responsible Party and Organization stated above.  
Rental Group – will refer to all individuals associated with the rental including, but not limited to, players, coaches, officials, trainers, and spectators.

### **1. Acknowledgement of Application and No Guarantee of Acceptance**

It is understood and acknowledged by Renter that the submission of this application does not guarantee approval of the application, as the Village has the sole, exclusive right to review the application and deny any rental application which is deemed inappropriate or is not in the best interest of the Village and the community it serves.

If the application is approved by the Village and Renter pays all required fees and satisfies all other conditions, this application becomes a contractual agreement between the Village and the Renter. Applications must be received 21 days prior to rental date requested unless otherwise approved. No deposit or payment will be accepted with this form.

### **2. Payment Due**

If the Village accepts and approves the application, the Village will notify Renter of the total rental fee. Renter shall tender the total rental fee to the Village 7 business days prior to the earliest rental date. Failure to submit payment by the due date will nullify this application and agreement, and may result in Renter's loss of the time slot requested.

### **3. Incorporation of Terms**

The terms and provisions of Exhibit B - the "Outdoor Court Rates & Fees, Usage Procedures, Rules & Regulations," are expressly incorporated in this Agreement, as if fully set forth herein. To the extent any of said incorporated terms expressly conflict with the terms of this Agreement, the terms of this Agreement shall control.

### **4. Compliance with all Rules and Regulations**

Renter shall be responsible for ensuring that all individuals associated with the Rental Group comply with all applicable rules and regulations governing Village facilities. Any non-compliance of said rules and regulations may result in the individual or the entire Rental Group being asked to leave per the discretion of the Village.

Renter shall be responsible for inspecting the Facility subject to this Agreement prior to each use and shall be responsible for bringing to the Village's attention any potential dangers, safety hazards or problems. Renter is solely responsible for determining whether the Facility and its appurtenances are safe, appropriate, and/or compatible for Renter's intended use. For purposes of this Agreement, appurtenances shall be liberally construed and includes, without limitation, parking lots, common areas, restroom facilities, courts, etc.

Renter agrees that an officer or representative of Renter's organization, over the age of 21, will remain on the premises for the duration of the rental, to ensure that Renter complies with all of the duties and responsibilities under this Agreement. The Renter is solely responsible for providing any and all supervision at all times during Renter's use of Facility, including, but not limited to, the identified Facility space, and all common areas.

### **4. Indemnification & Hold Harmless**

To the maximum extent permissible by law, Renter shall protect, defend, indemnify and hold harmless the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as

“Indemnitees”), from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys’ fees, (“hereinafter collectively referred to as Claims”) for injury to or death of any person, and any loss of or damage to any property that is caused by, alleged to be caused by, or arising from the Renter’s use under this Agreement.

To the maximum extent permissible by law, said indemnity shall apply regardless of whether said Claims were (1) caused in whole or part by Renter, any sub-renter, or third-party; and/or (2) caused in part by the Village, or any of the other Indemnitees.

The Renter’s obligations to protect, defend, indemnify and hold harmless shall not be construed to negate, abridge, or otherwise reduce any other right or obligations that the Renter may have to protect, defend, indemnify, and hold harmless, which would otherwise exist as to any party or person described in this Paragraph.

The Renter shall similarly protect, defend, indemnify, and hold harmless the Indemnitees from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Renter’s breach of any of its obligations under, or Renter’s default of, any provision of this Agreement.

#### **5. Agreement to Procure Insurance naming Indemnitees as Additional Insureds**

Renter agrees to procure, provide and maintain the types of insurance set forth in the Outdoor Court Rates & Fees, Usage Procedures, and Rules, not less than the specified amounts, and agrees to name the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as additional insureds on a primary non-contributory basis. Renter shall furnish to the Village, prior to using any of the Facilities and appurtenances under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates of insurance executed by the respective insurance companies, of the type and in the amounts set forth in Exhibit A. Any lack of, or deficiencies in insurance coverage by Renter shall not be construed as a waiver of the Renter’s obligations or financial responsibility for any claims, damages, losses, and expenses, including but not limited to legal fees, as described in the Indemnification and Hold Harmless above. The Village will not in any way defend the Renter in matters of liability or potential liability. Before this Agreement goes into effect, Renter shall deliver to the Village a Certificate of Insurance satisfactory to the Village.

#### **6. Interpretation**

This Agreement relates to rentals within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the 12<sup>th</sup> Judicial Circuit Court, Will County, Illinois, and the Parties to this Agreement consent to the *in personam* jurisdiction of said Court for any such action or proceeding. Furthermore, the Parties agree that the terms and provisions of this Agreement, inclusive of all Exhibits, shall not be construed against any Party, as the drafter or principal drafter of this Agreement. The headings as used in this Agreement are for purposes of reference only, and shall not be construed as having any interpretive meaning or effect.

**7. Waiver**

A Party's failure to enforce any provisions herein, shall be limited to the particular instance, and shall not be construed as a waiver of, or bar to the enforcement of the same provision in the future.

**8. Severability**

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

**9. Entire Understanding**

This Agreement and Exhibits shall constitute the entire understanding of the Parties as it relates to this Agreement, and supersedes any and all prior agreements, express or implied, oral or written. Any and all future amendments or modifications to this Agreement shall be in writing, and properly executed by the Parties.

\_\_\_\_\_  
Printed Name of Responsible Party

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Title/Office (if applicable)

Please sign and return this Rental Application and Agreement to:

Village of Homer Glen  
Attn: Parks  
14240 W 151<sup>st</sup> St  
Homer Glen, IL  
Phone: 708.966.4835  
E-mail: [hgparks@homerglenil.org](mailto:hgparks@homerglenil.org)

**APPROVED RENTER APPLICATION**  
(to be completed by Village of Homer Glen)

The courts listed below are approved for use during the listed times as of \_\_\_/\_\_\_/\_\_\_\_\_

Preparer \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Approved  Denied

Court(s): \_\_\_\_\_

Times: \_\_\_\_\_

Estimated Cost: \_\_\_\_\_

Deposit: \_\_\_\_\_

Final Cost: \_\_\_\_\_

Payment Owed: \_\_\_\_\_ Date Payment is Due: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Renter is responsible for:  securing facility after use  turning off lights

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B**  
**Outdoor Court Rates & Fees,**  
**Usage Provisions, Rules & Regulations**

**IF THE VILLAGE APPROVES RENTER’S APPLICATION, RENTER ACKNOWLEDGES AND AGREES THAT ALL TERMS, RULES, PROVISIONS AND PROCEDURES SET FORTH HEREIN SHALL BE EXPRESSLY INCORPRATED INTO THE AGREEMENT BETWEEN THE VLLAGE AND RENTER.**

The Village of Home Glen offers a variety of athletic outdoor courts for rental for basketball, tennis, pickleball, bocce ball and volleyball at different parks. Below is a list of athletic outdoor courts available for rental for exclusive use for tournaments, games, or practices. Courts also could be reserved for other sports, such as badminton or dodgeball, so please note that on your rental application.

**Court Rates and Fees**

<b><u>Court Locations</u></b>	<b><u>Type of Courts</u></b>	<b><u>Fees</u></b>
Heritage Park	2 Tennis Courts	\$20/hr./Court
Heritage Park	2 Pickleball Courts	\$20/hr./Court
Stonebridge Park	2 Tennis Courts	\$20/hr./Court

Stonebridge Park/Goodings Grove      Basketball Court      \$20/hr. or \$100/week

**Special Event**

During special Village Events the courts at Heritage Park will be closed.

**Homer Fest: June 26, 27, 28, 29**

**Family Fun Day: August 30, 2025**

**Stargazing: May 2, 2025 and September 26, 2025**

**Trunk or Treat: October 25, 2025**

**Movie Nights: July 11, August 8 and October 3, 2025**

**Outdoor Court Usage Provisions**

**Availability of Outdoor Court for Scheduled Use**

Court availability is based on the user priority list, court conditions, and weather.

Monday – Sunday availability:

- 8 am-Sunset

**Scheduling Procedures**

The court availability season is from April 1 until October 31 each year.

Reservation requests can be made by calling the Parks Department: (708) 966-4835. An Application and Agreement must be on file and court request submitted in writing for a court use to be considered.

The Village does not take verbal requests for outdoor court rentals. Outdoor court requests will not be accepted or considered from any group with outstanding fees owed to the Village.

**Cancellations by Renters and Available Refunds**

- A. For rentals cancelled 90 business days or more in advance, 90% of fees paid will be refunded.
- B. For rentals cancelled 30 to 89 business days in advance, 50% of fees paid will be refunded.
- C. Refunds will not be granted for rentals that are cancelled less than 30 business days before the rental date or if the rental is cancelled after it has started.

### **Village's Right to Postpone or Cancel**

If for any reason the Facility is unusable (i.e., power outages, flooding, fire) the Village will make every attempt to contact Renter immediately. If Village cannot accommodate the rental as the Agreement states, and Renter and Village cannot agree to a reasonable alternate accommodation, the Village will cancel the rental and a refund will be issued based on hours used.

The Village reserves the right to postpone or cancel any event or to restrict access to the outdoor courts at any time and for any reason, at its sole discretion, including but not limited to reasons of emergency, severe weather, vandalism, inappropriate behavior, poor playing conditions or damage that could cause safety concerns. The Village will make every effort to allow the play of games especially for tournaments and events that have no rain date options.

If the Village cancels prior to play beginning for reasons the Renter has no control over, and a reschedule is not possible, a full refund will be made. Once play begins, a refund will not be given.

The Village reserves the right to cancel this Agreement at any time for any reason, at its sole discretion. Refunds will be available based on the criteria above under Cancellations by Renter. A decision to cancel this Agreement by the Village is unappealable. The Renter acknowledges the Village's sole exclusive right to cancel this Agreement.

### **Insurance**

The Village of Homer Glen requires all Renters provide a certificate of liability insurance. Failure to provide a certificate of liability satisfying the insurance requirements two business days prior to outdoor court use will result in a forfeiture of outdoor court and all fees.

Renter remains financially responsible for any liability and/or property damage arising from the rental. Renter shall procure and maintain at all times relevant hereto, commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and a general aggregate limit of at least \$2,000,000. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Property/Facility use activity.

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella. Before the covered function(s) may commence on Village property, the Renter shall furnish Certificates of Insurance naming the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as additional insureds on a primary non-contributory basis, on Renter's policies.

- The insurance shall contain no special limitation on the scope of protection afforded the Village, and shall contain a "contractual liability" clause. Athletic participation must not be excluded.
- Renter's insurance shall be primary insurance as it relates to the Village and the additional insureds. Any insurance or self- insurance maintained by the Village shall be in excess of Renter's insurance and shall not contribute with it.
- Renter's insurer shall agree to waive all rights of subrogation against the Village.
- Before this Agreement goes into effect, Renter shall deliver to the Village a Certificate of Insurance satisfactory to the Village, including without limitation the above policy limits, coverage terms, and additional insureds. Renter's must provide a certificate of insurance satisfactory to the Village within two business days prior to Renter's first rental date.

### **Outdoor Court Rules and Regulations**

- A. Village of Homer Glen will give Renters an approved renter application to show authorization to use the court(s). Approved Renter application is not valid if games are cancelled by Village or Renter for any reason.
- B. Court use is limited to the specified times as noted on the approved renter application, if warm-up time is needed then that must be included in the rental. Courts will not open for play or warm-up until 30 minutes before the first scheduled game.
- C. Approved Renter applications may be revoked if there is failure to follow village regulations or for other reasons determined by, and at sole direction of, the Village.
- D. Personal/group training, or athletic classes of any type, is not allowed on outdoor courts. Any trainer or participant found to be in violation of this policy will have their facility use suspended.
- E. Alcoholic beverages are prohibited in all parks including outdoor courts and parking lots.
- F. Renter at any facility may cater after obtaining proper approval from Village.
- G. All accidents, breakage, or loss must be reported to the Village.
- H. Any maintenance issues should be reported to the Village's Parks Department.
- I. The Village is responsible for preparing courts and will supply basketball rims, tennis/pickleball nets, and volleyball nets. No Village equipment or property shall be removed from the premises without prior written permission from the Village.
- J. The Renter must supply its own balls & equipment. Approval for the use of special equipment, such as a sound system or decorations must be requested in writing and be pre-approved before use; additional approved renter applications or insurance may apply.
- K. The Renter must clean up all trash generated from their rental and place it in the appropriate receptacle containers. If recycle containers are available, please use.
- L. No painting of the outdoor court is approved. Any special markings to outdoor courts may increase rental fees. Including court size changes and additional court layouts or setup.
- M. Village equipment or property shall be removed from the premises without prior written permission from the Village.
- N. The Rental Groups must clean up all trash generated from their rental and place it in the appropriate receptacle containers. If recycle containers are available, please use.
- O. If additional dates or times are needed to reschedule activities, preapproval by the Village is required.
- P. Loudspeakers and public address instruments are prohibited without the Village's approval.
- Q. The Village does not assume any liability or responsibility for property damaged, lost, or stolen on Village premises or for personal injuries sustained on the premises during rental of the Property/Facility.
- R. The Renter must provide the Village a contact person and phone number who can be notified of facility use cancellations. The contact person will be notified by phone.
- S. No pets allowed on the courts.
- T. Moving of equipment or bleachers is not allowed. This must be requested on an outdoor court request form seven days prior to rental or usage.
- U. Each Renter needs to designate a Responsible Party for all outdoor court rentals, to inform team coaches, representatives and players about Village rules and regulations. The Responsible Party is asked to report any problems with court conditions, equipment, or lights to the Village contact.
- V. Rental Groups should leave the court and suspend ALL outdoor activities if lightning is observed, or thunder is audible. Everyone should immediately seek shelter in a building or automobile and remain in shelter until twenty (20) minutes following the last sign of thunder or lightning.
- W. The Village reserves the right to cancel any event or to restrict access to the courts due to an emergency, severe weather, vandalism, inappropriate behavior, poor playing conditions or damage that could cause safety concerns.