



Hydrangea House Rental Agreement

This Hydrangea House Rental Agreement (hereinafter referred to as the "Agreement") is entered into between the Village of Elwood (hereinafter referred to as the "Village") and the Renter. In exchange for the Village allowing the Renter to rent the Hydrangea House, consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Renter agree as follows:

1. Reservations are accepted up to 1 year in advance. Alternate dates may be submitted with the reservation in order of preference. Reservations are not booked until all deposits & fees have been received. Please note that this deposit is non-refundable if the rental is canceled, there is damage to the property, or the entry key is not returned.
2. Renters must be at least eighteen (18) years of age, except when alcohol will be served during the rental, then the Renter must be at least twenty-one (21) years of age. The renter must be present for the entire rental period and comply with additional requirements.
3. Facilities may only be rented Monday through Thursday, 8 a.m. through 10 p.m., Friday and Saturday, 8 a.m. through 12 a.m., and Sundays, 10 a.m. through 5 p.m. A security deposit is required. The time of use on the actual Rental Contract will be the only time the renter(s) will be authorized to be in the facility. If the renter runs past the time requested, \$25 will be charged for every 15 minutes thereafter.
4. Children must always be supervised while at the facility.
5. The renter is responsible for the setup and cleanup; this must be done within the hours rented. Clean-up must meet the expectations of the Village at the end of the event; if not you will forfeit your deposit, in addition to any other remedies available by law.
6. The renter will be issued a key to access the premises during their rental period. Failure to return the key will forfeit your deposit, in addition to any other remedies available by law.
7. The facility will be inspected after rental use to check for cleanliness, damage, and loss of equipment. The renter will be responsible for all damage, loss of equipment, and lack of cleanliness. A violation will result in forfeiting your deposit, in addition to any other remedies available by law.
8. No tape, nails, tacks, staples, or anything that penetrates the walls, cabinets, or tables should be used in the Hydrangea House. Reusable putty can be used for decorating purposes and must be removed from the surface at the end of the rental. Glitter is not permitted in the Hydrangea House.
9. The Village of Elwood has the right to review and approve or reject all proposed entertainment.
10. Noise ordinances must be followed; music will be turned off by 12 am.
11. Alcoholic beverages are permitted with a rental so long as the request to serve alcohol is included on the application and the Renter successfully obtains an alcohol permit from the Village of Elwood. Prior to the rental date, the Renter must obtain and show proof of dramshop/liquor insurance, naming the Village of Elwood as an additional insured. The serving of alcohol to minors is strictly prohibited.
12. The Hydrangea House shall not be used for any unlawful activity or any activity which may be disruptive, divisive, unlawful, or demeaning to the community.
13. Smoking is prohibited inside the Hydrangea House. A violation will result in forfeiting your deposit, in addition to any other remedies available by law.
14. Candles are prohibited inside the Hydrangea House. LED candles are recommended.

15. The use of the Hydrangea House shall be restricted to purposes that offer community benefits and family events. These will include but are not limited to small concerts, banquets, business meetings, training classes, seminars, wedding receptions, birthday celebrations, anniversary celebrations, wedding & baby showers, family reunions, class reunions, and others as deemed appropriate by the Village.
16. Fire codes shall always be adhered to, including, but not limited to, seating capacity.
17. The building may not be used for profit-making endeavors unless approved in advance by the Village of Elwood.
18. The renter shall assume full responsibility for the character, acts, and conduct of all persons admitted to said premises during the term of the rental contract.
19. The renter shall be liable for all damage to the facility and equipment and agrees to indemnify, defend, and hold the Village harmless from and against any claims, actions, suits, fees, costs, judgments, or award arising from or related to this Agreement or the Renter's use of the Hydrangea House, including but not limited to any injury or death to any person or property damage.
20. The Village of Elwood reserves the right to refuse rental of the facility to any person, group, or organization that has in the past violated any policies and procedures, rules and regulations or has shown a disregard for people or property or who in the opinion of the Village of Elwood did not conduct themselves in a peaceable and appropriate manner.
21. The renter shall fully comply with the terms of this Agreement and all laws, ordinances, rules, and regulations of the State of Illinois, Will County, and the Village of Elwood. If a violation occurs, the Village of Elwood will terminate the event, and no refund will be permitted.
22. If any action or other proceeding is brought by the Village for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the Village shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
23. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability without invalidating any of the remaining provisions.
24. This Agreement embodies the entire agreement and understanding between the Village and Renter with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement.

I have read & understand the rental guidelines for the Hydrangea House and agree to fully comply.

Name of Renter: _____

Signature of Renter: _____ Date: _____

Address: _____ City _____ Zip _____

Phone number: _____ Email: _____

Date of Event: _____ Type of Event: _____