



Venue 1012 Rental Policies and Fees

Thank you for considering *Venue 1012* for your upcoming event. Rental of the amphitheater including the bandshell, grounds, and designated parking lots, is available for private and public events. The rental terms and venue policies are outlined below.

A Special Event Permit (SEP) Application- Applicants should be aware of the *SEP* review timeline and should plan accordingly. All forms and materials required for the *SEP* must be received no later than twelve (12) weeks prior to the event date. Submission of the *SEP Application* does **not** guarantee approval or availability. The Village of Oswego staff will review your submission(s) and within two (2) weeks notify the Applicant, via email, regarding the status of the request. Every effort will be made to notify Applicant as soon as possible if the date is not available. Additional information may be needed prior to a decision being made. Applicant may be required to attend an event planning meeting with Village staff.

Should the reservation request be approved, a written Rental Agreement will be e-mailed to Applicant, and the reservation status will become "Tentative." The "tentative" reservation can remain in place until as late as 10 weeks prior to the requested event start date OR in the case that another Applicant requests the same date, the Applicant will have up to 48 hours to sign a "Letter of Intent," followed by fourteen (14) calendar days to submit payment of the applicable fees, refundable damage deposit, signed Rental Agreement and the certificates of insurance (COIs).

Upon receipt of payment and applicable documents, the Village will notify the Applicant that the reservation status has been changed to "Approved." A copy of the Agreement, signed by the Village Administrator or his/her designee, will be forwarded via e-mail. Failure to submit any required materials by the deadline will result in a cancellation of the reservation and the date will be released to other Applicants.

Applicant Requirement:

All applicants must be age 21 or older. Only the person submitting the application is authorized to make changes to the reservation and will also serve as the primary point of contact for the Village.

Scheduling:

Reservations for the venue are scheduled on a first come, first serve basis. However, if applications are received on the same day, scheduling is prioritized as follows:

1. Village events.
2. Recurring events scheduled for the same time frame on an annual basis (i.e., second weekend in May).
3. Public entertainment events hosted by not-for-profits, governments or businesses located in Oswego.
4. Public entertainment events hosted by not-for-profits, governments or businesses not located in Oswego.
5. Private event rentals from Village of Oswego residents.
6. Private event rentals from non-residents.

Venue Operating Hours and Access:

7:00 a.m. - 9:00 p.m. Sunday – Thursday
7:00 a.m. - 11:00 p.m. Friday and Saturday

Specific hours of an event shall be specified in the Rental Agreement. The venue may not be accessed for set-up prior to the start time outlined in the Rental Agreement. Renters must vacate the venue by the end time specified on the Rental Agreement.

Rental Terms of Use:

Renters and their guests who use the venue are subject to all rules, regulations and policies contained within this document, and all federal, state, and local, laws, codes, ordinances, and regulations, as well as the terms of the Rental Agreement and any permits issued. Failure to comply with any of the terms and conditions set forth in this document may result in the forfeiture of a security deposit and the use or future use of the facility, cancellation of the event, including, if appropriate, immediate termination of the event. Renters may not assign or sublet their reservation to another group.

Venue Availability, Use and Approval:

The Village Administrator or his/her designee is empowered to make decisions regarding the availability, use, and approval of *SEP Applications and Rental Agreements*. The Village Administrator or designee reserves the right to preempt or cancel events or programs if an emergency arises. If this occurs, reasonable efforts will be made to promptly contact the Renter (via phone, text or e-mail) and reschedule the reservation. If rescheduling is not possible, fees shall be refunded less any actual costs incurred by the Village.

Local Fire and Health Regulations:

Renters shall abide by all state and local fire, life safety, and health codes, laws, ordinances, and regulations when using the venue.

Event/Program Attendance:

Event attendance must be limited to the estimate provided on the approved *Rental Agreement*. Should actual attendance exceed that which is agreed to, Renter is subject to additional fees including, but not limited to the cost of additional Village Services and forfeiture of deposit. If required Village Services are not available to meet the needs of the event and/or if attendance increases beyond the venue's capacity, the event is subject to being shut down by the Village Administrator or his/her designee.

Village Sponsorship/Endorsement:

Use of the venue does not constitute Village sponsorship or endorsement of the events, programs, themes, products, ideas, or views expressed by any person in connection with the event. No advertisement or announcement implying any Village endorsement or sponsorship is permitted without express written consent of the Village Administrator or his/her designee.

Refundable Damage Deposit:

The Village of Oswego will return any deposits within sixty (60) days following the event provided the rented area is found to be in the same condition as it was prior to the event. Otherwise, the deposit (or a portion thereof) will be used to clean the area and/or repair any damage. Any damages exceeding the deposit will be charged to the Renter in the form of an invoice, payable within 30 days.

Refunds:

The Village of Oswego will refund 50% of prepaid fees when cancellations are made at least 30 days before the event. Cancellations made less than 30 days before the event will result in the forfeiture of the entire rental fee.

Insurance:

Unless other such amounts and types of insurance coverage are accepted by the Village, Renter is required to procure insurance in relation to the event for claims for injuries to persons, damage to property and/or other applicable damages that may arise in connection with the rental and use of the venue under this Agreement and provide a Certificate of Insurance. The following coverages are the standard requested coverages as applicable, however the Village at its discretion may require higher policy limits depending on the event specifics.

Commercial General Liability Insurance. Commercial general liability insurance with policy limits of not less than \$1,000,000 and \$2,000,000 in the aggregate and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal injury, property damage, and liability assumed under an insured contract under the commercial general liability policy.

Comprehensive Automobile Liability Insurance (if applicable). Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 for any one accident for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Workers' Compensation and Employers Liability Insurance (if applicable). Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employer's Liability insurance with minimum coverage limits of \$1,000,000 each accident, including occupational disease coverage with limits of \$1,000,000 per employee, subject to policy minimum limits of \$1,000,000 per annum.

Other Additional Insurance in types and amounts as required by the Villages:

Additional Insured. The commercial general liability policy required under the Agreement shall be endorsed to name the VILLAGE and its officers, officials, employees, agents, and volunteers as additional insureds on each of the policies respect to liability arising out of with respect to liability arising out of the RENTER's use of the venue. The additional status shall be provided in the form of an endorsement to Vendor's at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 20 37; 10 01 Edition date.

Contact Information:

The name, address, and telephone number of any Village of Oswego facility may not be used as the address for any Renter using the venue, except for the purposes of identifying the location of the event. The Village's phone number shall not be advertised for any purpose. Calls regarding events shall not be directed to the Village by the Renter. The Village reserves the right to cancel any Rental Agreement that employs this practice.

Venue and Parking Lot Capacities:

Renter agrees to comply with and enforce maximum attendance, at the venue, based on the *SEP*.

Security Detail/Traffic Control:

For Security Purposes, the Oswego Police Department must be hired based upon the attendance requirements outlined below. Additional Officers may be hired, based upon availability. Renters may supplement additional security with their own personnel.

<u>Expected Attendees</u>	<u># of Officers</u>	<u>Additional Security Required?</u>
0-500	None	No*
501-1000	2 Officers	No*
1001-2000	2 Officers	Yes
2001-5000	6 Officers	Yes
5001+	As Determined based on event specifics.	

For traffic control purposes, the Oswego Police Department must be hired at Mill/Station & Mill/Orchard at a minimum of 2 staff (Officer or Community Service Officer) when attendance exceeds 500 patrons with a two (2) hour minimum. A determination will be made in advance if traffic control is needed at the start of the event, the end or both. Applicable rates apply.

Vehicles and Parking:

Vehicles are only allowed on service driveways, streets, and parking lots. Should access be needed to any other area, prior written approval is required. Adequate space is required at all times for emergency vehicle access.

Electricity:

Electricity is available upon request, only. Terms of use must be outlined in the Rental Agreement. Additional costs and fees will apply.

Equipment/Supply and Applicable Storage:

The Village will not provide tables, trash cans, or other items except what is installed at the venue site. It is the responsibility of the Renter to verify the available facilities and provide supplemental items on their own. The Village does not supply space for groups needing a place to store their supplies or equipment.

Village Services:

Other than for Security and Traffic Control purposes, Village employees are not available for porter service, custodial assistance, operation of equipment, attendance taking, the arrangement of exhibits and/or other forms of assistance.

Trash/Recycling:

Applicant is responsible for properly disposing of all waste and recycling materials from the event and have a plan to manage recyclables. If additional trash or recycling receptacles or a dumpster is needed, Renter is responsible for contacting and arranging for the exact quantities and types needed with the Village’s contracted waste hauler, Groot, in advance. Services are not provided over the weekend. The Village of Oswego reserves the right to determine if the size of your event requires additional rental of receptacles or a dumpster by Groot. Dumpsters are to be placed in designated areas or as approved by Village staff.

Delivery shall be made at the latest date and time possible prior to the event and removed by Noon the day following the Rental Period. The Village of Oswego takes no responsibility for any damage to waste or recycling containers or dumpsters prior to removal.

Port-O-Lets/Hand-Washing Sinks:

The Village will provide one handicapped unit along with hand sanitizer, weather permitting. The Applicant is responsible for securing the appropriate number of Port-O-Lets (1 per 250 attendees) and hand-washing sinks, if applicable. They shall be delivered at the latest date and time possible prior to the event and removed by Noon the day following the Rental Period. The Village of Oswego takes no responsibility for any damage to Port-O-Let(s) or sink(s) prior to removal. Port-O-Lets and sinks are to be placed in designated areas or as approved by Village staff. The location of Port-O-Lets and sinks shall be designated in the event map/layout. If the event lasts more than one day, the units must be serviced, re-stocked and re-filled between dates.

Drugs:

Illegal Drugs, including controlled substances and cannabis, are not permitted on Village Property. Furthermore, no persons using or under the influence of any drugs shall be permitted to utilize the venue. Any violation of this provision shall result in the immediate removal any individuals found to be under the influence of drugs and may be grounds for event termination.

Noise Ordinance:

The Renter is responsible for monitoring noise levels at all times. The event is required to comply with [Village Code 6-10](#) at all times. Failure to control noise levels may result in the immediate termination of the event.

Pyrotechnics prohibited:

Pyrotechnics are prohibited at the venue unless specifically approved through an *SEP* and all other necessary permits and approvals are in place. Additional insurance shall be required for any approved pyrotechnic displays.

Food and Beverage:

Food and beverage vendors may operate in designated areas if they have a current Special Event Food Permit from the Kendall County Health Department. Applicable fees apply. The dumping of hot coals or grease is not allowed. If either is found after an event, the cost for cleaning and removal, plus the cost of labor, will be retained from the damage deposit.

Alcoholic Beverages:

Alcoholic beverages are prohibited at the venue unless the Renter has applied for and received a Temporary Liquor License from the Village of Oswego as determined through the *SEP* process AND a Special Use License is obtained from the Illinois Liquor Control Commission. Event dates and times are required to coincide with the Rental Agreement. Patrons must be age 21+ to sell, distribute and consume alcoholic beverages. All applicable liquor laws and Village ordinances apply and must be followed, including fencing, checking of IDs, wrist banding and/or hand stamping. Applicant must also comply with all conditions set forth in the *SEP* regarding security. Some exceptions may apply for a private event.

Fencing:

The venue does not have perimeter fencing in place. Per Village Ordinance, a fence is required to be erected around the perimeter of all areas in which alcoholic beverages will be sold and consumed. Fencing plans must be submitted with the *SEP*, and in compliance with the Village Code.

Tents/Vendor Displays:

The Village of Oswego is not responsible for any tents or items set up prior to an event. Renters are responsible for scheduling and providing on-site security. Staking tents is not permitted without written approval of the Village Administrator or his/her designee. All components of vendor displays, including tents, umbrellas and signs, must be properly secured on all sides, and comply with any and all fire and life

safety codes. The Renter is required to pass a Village inspection prior to the start of the event based on tent size, location and proximity in accordance with Village Codes.

Child Supervision:

The Village shall take no responsibility for supervision of unattended children. If children under the age of 18 are present or part of the event, it is the sole responsibility of the Applicant to provide adequate supervision.

Safety:

The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited. Pursuant to Oswego [Village Code Sec. 6-2-6](#), the discharge of a firearm is strictly prohibited within the Village's jurisdiction.

Animals:

All animals, with the exception of ADA compliant service dogs, are prohibited without advance written consent of the Village Administrator.

Emergency Action Plan:

It is the Applicant's responsibility to provide an Emergency Action Plan (EAP), for Village review, a minimum of two (2) weeks prior to the start of the event. Should the Oswego Police or the Oswego Fire Protection District require changes to the plan and/or for additional police or paramedics to be on site, required services will be at the sole expense of the Renter.

Intellectual Property:

It is the Applicant's responsibility to comply with any and all federal and state copyright and other intellectual property laws applicable to any of the activities of the event.

Posting of Fliers, Signs and Other Materials:

All signs must comply with Village ordinance. Nails, screws, tacks, tape, etc. and the hanging, tacking and/or posting of fliers, signs, and/or posters on the walls, doors, or the bandshell are prohibited.

Organizers of events on Village property shall post a Human Trafficking notice in accordance with 775 ILCS 50/5 and No Guns Allowed signage. Notices must be visible by all persons attending or part of the event.

Bandshell Use:

Use of the bandshell is approved solely based upon the terms outlined in the Rental Agreement. Electricity will not be made available unless specified in the Rental Agreement. See the usage requirements for rigging, truss systems, lighting, audio, video, and weight load capacities. Renter will be required to pass a Village inspection prior to the start of the event.

Violations:

The venue and its facilities must be used solely in accordance with Village of Oswego policies and procedures; the Village retains the right to revoke an *SEP* or Rental Agreement any time upon violation. Failure to comply with any of the provisions may constitute a violation.

All events, intended for the public, are required to be family friendly and suitable for all ages.

In addition, the following activities are examples of violations: gambling, dangerous activities, unauthorized vending (including the sale of food, alcohol, tobacco, or drugs), excessive guests, excessive

noise, or other activities that cause a disturbance to others, or are in violation of state and local ordinances. Sleeping (overnight camping) on the premises is prohibited.

Exceptions:

Requests for exceptions to the above rules, regulations and policies must be submitted, in writing to the Village, for approval by the Village Administrator and or his/her designee. Approved exceptions will be reflected in the Rental Agreement.

Questions or concerns regarding this form or the process should be directed to the Village's Community Relations Department at amphitheater@oswegoil.org, or by calling 630-554-4636.

Venue 1012 Rental and Service Fees

Rental and Facility Use Fee Schedule:

Due with receipt of Rental Agreement and prior to Rental Approval. All fees are waived for Village of Oswego produced events.

If rental exceeds four (4) hours, the daily rate applies. Public, community events are a priority for the Village of Oswego. As such, the published rates outlined below are subject to negotiation based upon approval of the Village Administrator or his/her designee.

Public Events

A public event is any event to which the general public is invited to attend, whether ticketed or not.

- For-Profit Daily Rental Rate = \$1,800.00/day and 15% of ticket revenue*
 - For-Profit Hourly Rental Rate (under 4 hours with a 2-hour minimum) = \$350.00/hour
 - Refundable damage deposit = \$1,000.00 per day
- Non-Profit/Government Daily Rental Rate = \$1,000.00/day and \$1.00/ticket*
 - Not-For-Profit/Government Hourly Rental Rate = \$250.00/hour
(under 4 hours with a 2-hour minimum)
 - Refundable damage deposit: \$750.00 per day

**If tickets are being sold, Renter will pay applicable ticketing fee. The Renter must provide all accounting for tickets sold and is required to pay the rental rate when confirming the reservation. For purposes of holding the reservation, Renter will owe the daily rental rate until ticket accounting is provided to the Village at the settlement meeting outlined in the Rental Agreement.*

Private Events

A private event is one to which the general public is not invited, and attendance is limited to only those specifically invited to the event. (i.e., anniversaries, birthdays, reunions, and weddings). A two-hour minimum is required. All contracted rental times include set-up and tear-down.

- Up to 200 people for more than 4 hours: \$600.00/day
 - Up to 200 people for less than 4 hours = \$125.00/hour
 - Refundable damage deposit = \$500.00
- 201 to 400 people for more than 4 hours = \$1,200.00/day
 - Up to 400 people for less than 4 hours = \$250.00/hour
 - Refundable damage deposit = \$500.00
- 401 people or more for more than 4 hours = \$1,500.00/day
 - More than 401 people for less than 4 hours = \$300.00/hour
 - Refundable damage deposit = \$1,000.00

Electricity: To be determined

Village of Oswego Police = \$74.00 per hour per officer effective Aug. 1, 2021.
(Subject to annual adjustment).

Other Fees: _____

Total \$ _____

Questions or concerns regarding this form or the process should be directed to the Village's Community Relations Department at amphitheater@oswegoil.org, or by calling 630-554-4636.