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**Venue 1012 Rental Policies and Fees**

**Revised 01/23/24**

Thank you for considering Oswego’s *Venue 1012* for your upcoming event. Rental of Venue 1012, including the bandshell, grounds, and designated parking lots, is available for private and public events. Note: Renters who are interested in using the parking lot, only, are still considered “Venue 1012 renters.”

The rental terms and venue policies are outlined below. Please read them carefully prior to submitting a Venue 1012 *Special Event Permit* *(SEP)* application. A $100.00 reservation fee is required upon submission of the SEP application. Reservation fees will be refunded if the permit is denied or will be applied to the venue rental agreement, if approved.

Submission of the *SEP Application* does **not** guarantee approval or availability. Every effort will be made to notify the applicant as soon as possible if the date and/or time is not available. Additional information may be needed prior to a decision being made and must be provided within a timely manner to meet the 4-week processing timeline. Applicants may be required to attend an event planning meeting with Village staff.

If the *Venue 1012 SEP* has been approved, a written *Rental Agreement* will be emailed to the renter, and the Venue 1012 reservation status will become “tentative.” The “tentative” reservation can remain in place until six (6) weeks prior to the requested event start date, OR, in the case that another Renter requests the same date, the first renter will have up to 48 hours to sign a “Letter of Intent,” followed by fourteen (14) calendar days to submit the signed Rental Agreement, refundable damage deposit, certificate of liability insurance and payment of applicable fees.

Upon receipt of the above, the Village will notify renter that the reservation request has been “confirmed” and a signed copy of the agreement will be forwarded via email. **IMPORTANT:** Failure to submit any of the required materials by the deadline may result in a cancellation of the tentative reservation, thereby releasing the date to other applicants.

Questions or concerns regarding this process should be directed to the Community Relations Department at 1012@oswegoil.org or call 630-554-3618 (8:00 a.m.-5:00 p.m. Monday through Friday).

**Rental Requirement:**All renters 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.

**Reservation Availability:**

SEP applications may be submitted year-round. Fridays and Saturdays are considered “Prime Dates” with priority going to full-day rentals for the full facility. May 1 – October 15 is considered “Prime Season” with priority going to full-day rentals for the full facility. October 15 – December 31 and January 1 – April 30 are considered “Off-Season”

The Village of Oswego reserves the right to block out specific dates for Village-run public events, which would prohibit them from being available for rental purposes.

Reservations will be accepted at any time, but will not be confirmed any earlier than the dates outlined below for the upcoming season:

* Full venue public event: January 2
* Full venue private event: January 15
* Parking Lot Only *Off-Season, Non-Prime Dates*: January 2
* Parking Lot Only *Off-Season, Prime Dates*: February 1

Parking lot only rentals on *Prime Dates* in the *Prime Season* will not be considered until 60 days prior to the event. The Village, at its discretion, may modify this timeline and consider rentals on a case-by-case basis with the goal of promoting active, ongoing use of the facility.

**Scheduling:**

Reservations for Venue 1012 are scheduled on a first-come, first-served basis. However, if more than one application is 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 current registered not-for-profits, governments or businesses located in Oswego.

4. Public entertainment events hosted by current registered 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:**
In general, hours are: 7:00 a.m. – 10:00 p.m. Sunday – Thursday and 7:00 a.m. – 11:00 p.m. Friday and Saturday. Event hours 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 in the Rental Agreement.

**Rental Terms of Use:**
Renters and their guests who use Venue 1012 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 the rental terms may result in the forfeiture of a security deposit and the use and future use of the facility, cancellation of the event, and , if appropriate, immediate termination of the event. Renters may not assign or sublet their reservation.

**Venue Availability, Use and Approval:**

The Village Administrator or his/her designee is empowered to make decisions regarding the availability, use, and approval of Venue 1012*.* 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 email) to 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:**

Applicants shall abide by all state and local fire, life safety, and health codes, laws, ordinances, and regulations when using Venue 1012.

**Event/Program Attendance**:

Event attendance must be limited to the estimate provided in the SEP application. 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 Venue 1012 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 deposits within sixty (60) days following the event provided the rented area is found to be in the same condition 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 thirty (30) days.

**Refunds:**

The Village of Oswego will refund 50 percent of prepaid fees, except for the Special Event Permit Application fee, when cancellations are made by the Renter at least sixty (60) days prior to the event. Cancellations made less than sixty (60) 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 1012 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 modify these 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.

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 with respect to liability arising out of the RENTER’s use of Venue 1012. 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; (Edition 10/01).

**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 Venue 1012, 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 your event 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 based on the Venue 1012 SEP issued for Venue 1012.

**Security Detail/Traffic Control:**

For security purposes, the Oswego Police Department must be hired based upon the attendance requirements outlined below. The Village at its discretion may require hiring of officers beyond these requirements. Officers may be hired, based upon availability. Renters may supplement additional security with their own personnel, with Village approval.

 **Expected Attendees** **# of Officers** **Additional Security Required?**

0-1000   2 Officers if alcohol is present No
1000-2000   2 Officers if alcohol is present Yes or police hire back

2001-5000  Up to 4 Officers for the event and 2 Officers for traffic control Yes\*

5001+ As determined based on event specifics Yes

\*For traffic control purposes, the Oswego Police Department must be hired to conduct traffic control on the public roadways surrounding the venue. A minimum of 2 staff (Officer and/or Community Service Officer) is required when attendance exceeds 2,000 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. (See Pg. 7) For events under 2,000 when alcohol is present, the Village requires two onsite police officers.. The Village, at its discretion, may require additional security at the Renter’s expense.

**Other 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.

**Vehicles and Parking:**

Vehicles are only allowed on service driveways, streets, and parking lots. Should access be needed to any other venue area, prior written approval is required. Adequate space is always required for emergency vehicle access. At no time are vehicles allowed on the lawn.

**Electricity:**
Electricity is available upon request, only. Terms of use and applicable fees will be outlined in the Rental Agreement.

**Equipment/Supply and Applicable Storage:**
The Village will not provide tables, trash cans, or other items except that which is installed at the venue site. It is the responsibility of the Renter to verify the available amenities and services and provide supplemental items on their own. The Village does not supply space for groups needing a place to store their supplies or equipment.

**Trash/Recycling:**

The Renter is responsible for properly disposing of all waste and recycling materials from the event and have a plan to manage recyclables. If additional trash, 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, at www.groot.com/contact-us, in advance. Groot delivery of receptacles/dumpsters and trash pick-up services are not provided over the weekend. Services must be arranged Monday – Friday with enough advance notice to schedule the request accordingly. The Village of Oswego reserves the right to determine if the size of your event requires additional rental of receptacles or a dumpster by the Village’s waste hauler. 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 from Venue 1012 by Noon, the day following the Rental period, or the start time of the next day’s rental, whichever is sooner. The Village of Oswego takes no responsibility for any damage to waste and recycling containers or dumpsters prior to removal.

**Port-O-Lets/Hand-Washing Sinks:**

The Village will provide one handicapped accessible unit along with hand sanitizer, within the full-facility rental layout. The Applicant is responsible for securing the appropriate number of Port-O-Lets and hand-washing sinks, if applicable. Delivery shall be made at the latest date and time possible prior to the event and removed from venue property by Noon, the day following the Rental period, or the start time of the next day’s rental, whichever is sooner. 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.

**Prohibited Substances:**
Illegal drugs, including controlled substances, and cannabis, are prohibited at Venue 1012.

No organizer, worker, volunteer or server shall be under the influence of drugs. Any violation of this provision shall result in the immediate removal of any individuals found to be under the influence of drugs and may be grounds for event termination.

**Smoking/Vaping/Electronic Smoking Devices:**

Smoking of any kind, including but not limited to vape pens and electronic smoking devices must be used within the designated smoking section of Venue 1012.

**Noise Ordinance:**The Applicant is responsible for monitoring noise levels at all times. The event is required to comply with [Chapter 6-10 of the Village Code](https://library.municode.com/il/oswego/codes/code_of_ordinances?nodeId=TIT6PO_CH10NOCORE) at all times. See Addendum A for code specifications. Failure to control noise levels may result in the immediate termination of the event.

**Pyrotechnics:**
A Pyrotechnics permit may be applied for at [oswegoil.org](https://www.oswegoil.org/home/showpublisheddocument/868/637527185085070000). Only events with an approved Pyrotechnics permit are permitted.

**Food and Beverage:**

Food and beverage vendors may operate in designated areas of the venue 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 at the venue is not allowed. If either is found after an event, the amount for cleaning and removal, plus the cost of labor, will be retained from the damage deposit.

**Alcoholic Beverages:**Alcoholic beverages are prohibited at Venue 1012, including the associated parking lots, unless the Renter has applied for and received a Liquor License from the Village of Oswego as determined by the SEP process AND a Special Use License from the State of Illinois Liquor Control Commission. Event dates and times are required to coincide with the Rental Agreement in force. 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 site security. Some exceptions may apply for a private event. No organizer, worker, volunteer, or server shall be under the influence of alcohol while working or overseeing any part of the event. Any violation of this provision may be grounds for event termination.

**Fencing:**

Venue 1012, including the associated parking lots, has limited perimeter fencing with gates 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 Application, 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. Please provide the location of the intended tent location(s) in the event map/layout as part of the SEP. All components of vendor display(s), 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 Renter to provide adequate supervision.

**Safety:**
The possession of weapons of any kind, including but not limited to guns, 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 or designee.

**Emergency Action Plan:**

Renters are required to be familiar with the Venue 1012 Emergency Action Plan which is required to be implemented in the case of an emergency. Required services will be at the sole expense of the Renter.

**Intellectual Property:**

It is the Renter’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, bandshell or venue signs are prohibited.

**Required Human Trafficking/Conceal Carry Signage:**

Organizers of events at Venue 1012 shall post a Human Trafficking notice in accordance with 775 ILCS 50/5 and along with the required Conceal Carry signage 430 ILCS 66/65 (10) Notices must be visible by all persons attending or part of the event. See Addendum B for the details associated with these notifications.

**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. Should any rigging, use of truss systems, lighting other than ground-level light trees, use of video boards or any equipment that is intended to be set-up above or to the side of the main stage be intended for use, a detailed stage plot and associated layout with electrical requirements is required to be submitted for review in advance. Renter will be required to pass a Village inspection prior to the start of the event.

**Violations:**

Venue 1012 must be used solely in accordance with Village of Oswego policies and procedures; the Village retains the right to revoke a Permit or Rental Agreement any time upon violation of the Rental Agreement. Failure to comply with any of the provisions of the signed Agreement 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 of this Agreement: 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 also 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.

**Venue 1012 Rental and Service Fees**

**Due with Application:**

􀂉 Application Fee

 **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 Village Administrator or his/her designee.

􀂉 Public Events

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

􀂉 For-Profit Daily Rental Rate: $1,750.00/day and 15% of ticket revenue\*

 􀂉 For-Profit Hourly Rental Rate (Under 4 hours with a 2-hour minimum): $350.00/hour and 15% of ticket revenue\*

 􀂉 Refundable damage deposit: $1,000.00 per day

􀂉 Current registered Non-Profit/Government Daily Rental Rate: $500.00/day and $1.00/ticket or 15% of ticket revenue, whichever is less\*

􀂉 Current registered Not-For-Profit/Government Hourly Rental Rate (Under 4 hours with a 2-hour minimum): $100.00/hour and $1.00/ticket or 15% of ticket revenue, whichever is less\*

􀂉 Refundable damage deposit: $750.00 per day

􀂉 Private Events

A private event is one to which the public is not invited, and attendance is limited to only those specifically invited to the event. Examples of private events include weddings and reunions. 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

􀂉 251 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: $80.00 per hour per officer. Where the Village determines it is appropriate and has availability to substitute Community Service Officers, the fee will be $30.00 per Community Service Officer, effective May 1, 2023. Subject to annual adjustment.

􀂉 Other Fees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

􀂉 Parking lot only

In limited circumstances, the Village may approve rentals for the parking lot only. Parking lot only reservations will not have access to the amphitheater grounds for event usage, electricity, or any other purposes. Parking lot capacity shall not exceed 500 people, otherwise full facility rental will be required.

For-Profit Rental Rate: $800.00/day

 􀂉 For-Profit Hourly Rental Rate (Under 4 hours with a 2-hour minimum): $200.00/hour

 􀂉 Refundable damage deposit: $1,000.00 per day

􀂉 Current registered Non-Profit/Government/Community Group Daily Rental Rate: $400.00/day

􀂉 Current registered Not-For-Profit/Government/Community Group Hourly Rental Rate (Under 4 hours with a 2-hour minimum): $100.00/hour

􀂉 Refundable damage deposit: $500.00 per day

**Total $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| \*If tickets are being sold, Renter is required to remit the applicable ticketing fee following the event. The Renter must provide all accounting for tickets sold and is required to pay the applicable rental rate when confirming the reservation. For purposes of holding the reservation, Renter will owe the daily rental rate, only, until ticket accounting is provided to the Village at the settlement meeting outlined in the Rental Agreement. Ticketing fees are due within 14 days of the event’s conclusion. |