

**THE BENTON CIVIC CENTER
414 HUDELSON ST. BOX 48
BENTON, ILLINOIS 62812
618-435-5700**

THIS AGREEMENT MADE THIS _____ AND BETWEEN THE *BENTON CIVIC CENTER ADMINISTRATION*, HEREINAFTER CALLED "*CIVIC CENTER*", AND _____, CALLED "*LICENSEE OR LESSEE*", WITNESSETH:

WHEREAS, LICENSEE IS DESIROUS OF USING ALL OR A PORTION OF THE FACILITIES OF THE **CIVIC CENTER** FOR THE PURPOSE OF _____, AND THE CIVIC CENTER IS WILLING TO ALLOW THE LICENSEE TO USE THE FACILITIES DESIGNATED HEREIN UPON THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE UNDERSIGNED COVENANT AND AGREE AS FOLLOWS:

1. PROPERTY TO BE USED.

CIVIC CENTER WILL ALLOW THE LICENSEE TO USE THE FACILITIES ON _____ FOR A FEE OF _____ **plus a \$200.00 refundable deposit.** LICENSEE WILL BE CHARGED ADDITIONAL FEE OF \$150.00 IF NOT OUT AT AGREED TIME.

PLEASE REMIT THE AMOUNT OF _____ UPON EXECUTION OF THIS AGREEMENT. THE REFUNDABLE DEPOSIT of \$200.00 WILL BE DUE 10 DAYS PRIOR TO YOUR EVENT. IF ALL RULES AND REGULATIONS HAVE BEEN COMPLIED WITH, THE DEPOSIT WILL BE REFUNDED WITHIN 10 DAYS FOLLOWING YOUR EVENT.

2. OCCUPANCY AND USE OF PREMISE.

LICENSEE SHALL HAVE THE RIGHT TO USE THE FACILITIES ONLY FOR THE PURPOSE SET OUT HEREIN. LICENSEE SHALL COMPLY WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE USE AND OCCUPANCY OF THE PREMISES, AND SHALL NOT COMMIT OR PERMIT ANY NUISANCE OR WASTE TO BE COMMITTED HEREIN.

3. ASSIGNMENT OF LICENSE.

THE LICENSE SHALL NOT BE ASSIGNED IN WHOLE OR IN PART.

4. INSPECTION BY CIVIC CENTER.

THE CIVIC CENTER MAY, BY ITS AGENTS, ENTER THE PREMISES AT ALL REASONABLE TIMES TO EXAMINE THE CONDITION THEREOF AND TO INSURE THAT ITS RULES ARE BEING FOLLOWED.

5. INDEMNIFICATION.

LICENSEE AGREES TO INDEMNIFY AND HOLD CIVIC CENTER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, DAMAGES, LIABILITY, COST, AND EXPENSES, INCLUDING ATTORNEY'S FEES BY REASON OF ANY

DEATH, INJURY, OR PROPERTY DAMAGE SUSTAINED BY ANY PERSON, INCLUDING LICENSEE OR ANY AGENT OR EMPLOYEE OF LICENSEE OR LICENSEE'S INVITEES IN CONNECTION WITH THE ABOVE LICENSE.

6. INSURANCE.

CIVIC CENTER WILL REQUIRE LICENSEE TO OBTAIN A POLICY OF LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN **\$1,000,000.00**, NAMING THE CIVIC CENTER AS AN ADDITIONAL INSURED COVERING THE TERM OF THIS LICENSE.

7. CANCELLATION.

IF THIS LICENSE IS CANCELLED FOR ANY REASON OTHER THEN DEFAULT ON THE PART OF THE CIVIC CENTER, THE CIVIC CENTER SHALL RETAIN THE SUM OF **ONE HALF** AS AND FOR LIQUIDATED DAMAGES INCURRED DUE TO THE LICENSEE'S BREACH. IF THE LICENSEE ATTEMPTS TO CANCEL WITHIN TEN (10) BUSINESS DATES OF THE LICENSED EVENT, THE ENTIRE AMOUNT SHALL BE RETAINED AS LIQUIDATED DAMAGES.

8. DAMAGES.

THE LICENSEE SHALL BE RESPONSIBLE FOR ALL DAMAGES TO THE PREMISES CAUSED BY THE LICENSEE OR INVITEES OF THE LICENSEE.

9. RULES.

LICENSEE AGREES TO FULLY COMPLY WITH THE RULES FOR USE OF THESE FACILITIES. THE CURRENT RULES ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'.

10. ALCOHOL.

IF THE LICENSEE WISHES TO HAVE ALCOHOL AT THIS EVENT, YOU MUST CONTACT THE CIVIC CENTER AND PURCHASE YOUR DESIRED BEVERAGES THROUGH THE BENTON CIVIC CENTER ADMINISTRATION OFFICE. NO ALCOHOLIC BEVERAGES MAY BE BROUGHT INTO THIS FACILITY FROM ANY OUTSIDE SOURCE. CHARGES WILL INCLUDE ALCOHOL, CUPS, ICE, BARTENDERS, (ASSIGNED BY THE CIVIC CENTER), STATE OF ILLINOIS SALES TAX AND ANY OTHER SUPPLIES/LABOR COSTS ASSOCIATED WITH THE SALES OF ALCOHOL.

11. MISCELLANEOUS.

THE CIVIC CENTER IS NOT IN ANYWAY A PARTNER OR JOINT PROMOTER WITH THE LICENSEE, AND ASSUMES NO RESPONSIBILITY, FINANCIALLY OR OTHERWISE, FOR FAILURE OF LICENSEE'S USE OF THE FACILITY.

- (A) TECHNICAL REQUIREMENTS OF LICENSEE SHALL BE COMMUNICATED TO THE CIVIC CENTER'S AGENTS AT LEAST FOURTEEN (14) DAYS PRIOR TO THE EVENT, WITH THE EXCEPTION THAT STANDARD HEATING, COOLING, AND LIGHTING OTHERWISE AGREE AT THE TIME OF EXECUTION OF THIS AGREEMENT.

12. SOLE AGREEMENT AND MODIFICATION.

THIS LICENSE EMBODIES THE ENTIRE AGREEMENT OF THE PARTIES. IT MAY NOT BE MODIFIED OR TERMINATED EXCEPT AS PROVIDED HEREIN, OR BY OTHER WRITTEN INSTRUMENT. IF ANY PROVISION HEREIN IS DECLARED INVALID, IT SHALL BE CONSTRUED TO BE DELETED HERE FROM, AND SHALL NOT INVALIDATE ANY REMAINING ANY REMAINING PROVISION.

13. ILLINOIS OCCUPATION TAX

IF YOU PLAN TO HAVE ALCOHOL AT YOUR EVENT, ALL ALCOHOL SALES INCLUDING RENTAL OF THE BENTON CIVIC CENTER IS SUBJECT TO THE ILLINOIS OCCUPATION TAX. THE CURRENT TAX RATE IS 7.50% .

14. SET-UP (Optional)

RENTAL OF THE BENTON CIVIC CENTER INCLUDES USE OF THE BUILDING, METAL CHAIRS, AND ROUND OR RECTANGLE TABLES. YOU ARE RESPONSIBLE FOR SETUP OF YOUR EVENT. YOU ARE ALSO RESPONSIBLE TO REMOVE AND TAKE DOWN ALL TABLES AND CHAIRS USED DURING YOUR EVENT. SHOULD YOU DESIRE THE BENTON CIVIC CENTER TO SET-UP AND TAKE DOWN TABLES AND CHAIRS, THERE WILL BE A SET-UP FEE OF **\$150.00**.

15. CLEAN-UP (Optional)

CLEAN-UP OF THE FACILITY IS THE RESPONSIBILITY OF THE LESSEE. TRASH BAGS, VACUUM CLEANERS, AND NECESSARY CLEANING MATERIALS WILL BE PROVIDED IF THE LESSEE DESIRES, THE BENTON CIVIC CENTER CAN PROVIDE CLEANING SERVICES FOR AN ADDITIONAL FEE OF **\$200.00** .

16. CATERING

IF YOU PLAN TO HAVE YOUR EVENT CATERED. YOU CAN USE THE CATERER OF YOUR CHOICE. YOUR CATERER MUST CONTACT THE BENTON CIVIC CENER ADMINISTRATION OFFICE AT 618-435-5700, NO LATER THAN 30 DAYS PRIOR TO YOUR EVENT.

This contract and the prices quoted are valid for Thirty (30) days from the date on page one.

BENTON CIVIC CENTER MANAGEMENT GROUP

BY: _____
IT'S AUTHORIZED AGENT

DATE: _____

LICENSEE: _____ DATE: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____ FAX _____

**MAKE YOUR CHECK PAYABLE TO: BENTON CIVIC CENTER AND RETURN TO:
THE BENTON CIVIC CENTER BOX 48 BENTON, IL 62812**