



RULES AND REGULATIONS FOR USE OF THE ALDEEN PARK DAM

The following Rules and Regulations apply specifically to the use of the Dam located in Aldeen Park, 623 Alpine Road, Rockford, IL for purposes of painting/coloring murals on the Dam surfaces. Painting/Coloring on grass, trees, or pavement is prohibited along with profanity, sexually graphic images, or anything unsuitable for general viewing. In addition, park users shall abide by all Ordinances and Regulations as officially adopted by the Board of Park Commissioners either published and/or posted.

SPECIAL USE PERMIT REQUIREMENT

A special use permit is required prior to painting the Dam. To obtain a permit contact the Rockford Park District Community Support Events Coordinator at (815) 987-1697.

PARK HOURS / DAYS OF OPERATION

8:00 a.m. - 10:00 p.m. (Monday-Sunday) *painting of the Dam must be completed by dusk.*

RATES

Requestor	Fee	Total
Resident	\$100.00 + \$100.00 *Deposit	\$200.00
Non-Resident	\$120.00 + \$140.00 *Deposit	\$260.00

** At the conclusion of the event, if it is found that the site is left in proper conditions, which includes biodegradable paint/materials were used; painting materials, items, and trash is properly disposed of; and all other Rules and Regulations are followed, the deposit will be deemed refundable.*

PAINT MATERIALS ALLOWED

Chalk, biodegradable products such as water based (*regular latex paint*) paints, sidewalk paint sold by Crayola and homemade sidewalk paint (*see recipe below*) is permitted.

1/4 cup Cornstarch
1/4 cup Water
6 to 8 drops of food coloring

(Mix well and add more water if needed. All ingredients listed above are biodegradable)

PAINT MATERIALS NOT ALLOWED

Enamels and oil based paints are not permitted.

CLEAN-UP

All paint materials, items, and trash are required to be disposed of at the conclusion of the event. Paint and supplies should be disposed of in commercial grade trash bags and placed for pick-up in the southend of Aldeen parking lot. Rockford Park District trash containers in the park are not allowed to be used for disposal of materials.

FAILURE TO DISPOSE OF ALL GARBAGE AS STATED ABOVE WILL RESULT IN A NON-REFUNDABLE DEPOSIT

PHOTOGRAPY/VIDEOGRAPHY

Photography and videography are allowed at the Dam when there are not scheduled reservations. Photographer/videographer requesting to bring in larger equipment are required to obtain a permit.



FACILITY/PROPERTY USE AGREEMENT

This agreement and the following rules and regulations apply specifically to the general use of park grounds, special events and picnics. In addition, park users shall abide by all ordinances and regulations as officially adopted by the Board of Park Commissioners either published and/or posted.

1. **Damages:** That (I) (We), will be responsible for and will pay for any damage to Rockford Park District (hereinafter referred to as "District") property arising out of the use of the said facility (ies) pursuant to the Agreement.
2. **Liability:** That the District does not assume any liability for property lost or stolen on the District's premises, or for personal injuries sustained on the premises during Lessee(s) use of the premises and Lessee(s) hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Lessee(s) may sustain as a result of this Agreement. Lessee(s) further agrees to waive and release the District from any and all losses, claims, suits or judgments or damages that Lessee(s) might sustain as result of any and all activities connected with or associated with this Agreement
3. **Liquor:** That, unless otherwise permitted, no beer, liquor or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the District under this Agreement.
4. **Supervision:** Lessee(s) is solely responsible for providing any and all supervision at all times during Lessee(s) use of any facility, including but not limited to the leased facility, and all common areas. Further, Lessee(s) shall be responsible for ensuring that Lessee's guests and invitees comply with all applicable pertaining to use of District facilities.
5. **Submission Deadline:** that either party hereto may cancel this Agreement by delivery of written notice to the other party at least (2) weeks prior to the scheduled hour as hereinbefore designated. If this Agreement is so canceled, Lessee(s) will not be required to pay the fee hereinbefore designated.
6. **District Property/Equipment Removal:** Moving or removal of Park District property or equipment within or outside of the event premises is strictly prohibited without the expressed permission of the Support Services/Community Relations Management. Violation of this regulation may result in revocation of the permit. Severe or repeated offenses may result in refusal of future requests.
7. **Indemnification:** It is fully understood and agreed by the parties that the Lessee(s) guarantees to defend, indemnify and hold harmless the District, its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or a result of the Agreement.
8. **Insurance:** Lessee(s) shall keep in force, to the satisfaction of the District, at all times relevant hereto, general liability and bodily injury insurance in amounts of \$2,000,000.00 for each person and each occurrence, and property damage insurance in amounts of \$2,000,000.00 for each occurrence and aggregate total.

N/A The Lessee(s) agrees that at least two weeks prior to the event date, the Lessee(s) shall furnish Certificates of Insurance for the insurance coverage required herein, naming the District as an **additional insured**. If Lessee(s) have employees they must provide proof of statutory workers compensation coverage.

N/A If liquor is permitted to be either consumed, sold or served Lessee(s) must provide proof of liquor liability insurance, naming the Rockford Park District as additional insured.

The insurance shall contain no special limitation on the scope of protection afforded the District and shall contain a "contractual liability" clause.

Lessee's insurance shall be primary insurance as respects the District. Any insurance of self-insurance maintained by the District shall be in excess of Lessee's insurance and shall not contribute with it.

Lessee's insurer shall agree to waive all rights of subrogation against the District.

9. **Compliance:** Interpretation of this Agreement shall be governed by the laws of the State of Illinois.

Lessee(s) shall comply with the following District ordinances, permit procedures and rules and regulations:

That this agreement for lease of the District facility(ies) will not be entered into by the District unless said Agreement is signed and delivered to the Office of the District at 401 S. Main Street, Rockford, IL 61101, Attn: Community & Customer Service Department at least two weeks prior to the event date.



RULES AND REGULATIONS

1. **Cause for Voiding Permit:** Any unnecessary littering, noise or disorder or violation of any ordinance or regulation of the District shall be deemed just cause for the immediate voiding of a permit and may be cause for future denial of a permit.
2. **Use of Special Areas or Facilities:** Any use of special areas or facilities within a park, such as ball fields, tennis courts, building, and other special areas are not specifically included in a picnic permit and are available for general public use. In some cases these areas may be reserved under a "Special Use Permit" directed to the Community Relations Liaison.
3. **Hours:** Picnic use hours shall be the same as general park use, 8:00 A.M. to 10:00 P.M. daily, except by request through a "Special Use Permit."
4. **Clean and Orderly Grounds:** Groups holding permits shall be required to leave grounds in a clean and orderly condition. Paint cans, rollers, brushes, rags, etc. must be cleaned up and removed from District property upon completion of activity. Any out-of-the-ordinary extra work required by District personnel to clean grounds following use by a group shall be charged to the group and/or the individual taking out the permit on a cost basis.
5. **Use of Fires:** Fires will only be permitted in areas of parks designated for that purpose. The District will not provide firewood. No cutting, sawing or removal of wood from parks is permitted. Permittees must supply charcoal for fires.
6. **Use of Weapons, Missiles and Fireworks:** No person or organization shall bring, carry or use in any way knives, firearms or other weapons of any kind, or any fireworks or other explosive substance of any kind within any park of the Rockford Park District without permission of the Director.
7. **Loudspeakers:** Any use of loudspeakers, public address systems, musical instruments or other devices causing considerable noise may only be used through a "Special Use Permit."
8. **Narcotics – Drugs:** No person within or entering any park of the Rockford Park District shall use, consume, smoke, or be under the influence of heroin, marijuana, or any other drug or narcotic designed to induce excitement, exhilaration, hallucination, drowsiness, or any other abnormal or unusual conduct or behavior upon the part of the recipient or user thereof. This section shall not apply to any drug taken or used pursuant to doctor's prescription, nor to any non-prescription drug designed to reduce or cure human illness, pain or suffering.
9. **Gambling:** No person within the limits of any park shall play for money or other valuable thing any game which may be used for the purpose of playing or betting upon, or winning or losing money or other thing or article of value.
10. **Obscenity:** No person shall use any vile, abusive, profane, indecent or obscene language or engage in any vile, abusive, violent, indecent or obscene conduct within any park calculated to, or which might reasonably result in a breach of the peace or interfere with the peaceable enjoyment of park facilities by others.
11. **Public Meetings:** Public meetings shall not be held in any of the parks under the jurisdiction of the Rockford Park District unless a "Special Use Permit" is first secured.
12. **Special Use:** Factory organizations, church organizations, and other large groups or societies shall be allowed to reserve areas in certain parks on a "Special use Permit" basis and said large groups and societies may operate their own concession stands to help defray expenses but not for profit to the organization or to any individual. Food concessionaires must meet the standards of and hold a food permit from the Winnebago County Department of Public Health. Entertainment features may also be provided by said organizations to their own people, but no charge shall be made therefore in any of the public parks, and rights to use the parks under permits granted are subject to the use thereof by the public at all times.
13. **Sales and Collections:** There shall be no sale, collection or punching of admission tickets to any of the shelters, pavilions or other facilities provided in the parks under the jurisdiction of the Rockford Park District and no soliciting or collection of money for the use of any said facilities. There shall be no advertising, either printed or otherwise, to the effect that any group has the exclusive use of shelters, pavilions, or other facilities, and any group which has been granted a permit to use any of said facilities shall stop its activities in bad weather and share said shelters, pavilions, and other facilities with the public. The Board of Commissioners of the Rockford Park District alone shall have the power to make and enforce charges for the use of the facilities of said Park District.
14. **Advertising:** No person shall display any placard or advertisement of any kind in any park, nor shall any person distribute, cast, throw or place any handbill, pamphlet, circular, advertisement or notice of any kind, nor post, stencil or otherwise affix any notice or bills, advertisements or other papers upon any structure or thing in or about any park, except as herein provided. There may not be any type of advertising, sponsorship, or product identification with tobacco or gun/ammunition products. Display materials relating to alcohol brands (beer and wine products only) may be permitted only at locations which are permitted to serve beer/wine in certain circumstances.
15. **Environmental Policies/Procedures:** Groups holding permits are encouraged to use recyclable or biodegradable products in parks and Park District facilities. Excessive use of latex balloons, including balloon release activities, is prohibited.
16. **Camping:** No person shall be permitted to stop and camp in parks of the Rockford Park District.