

RULES AND REGULATIONS

1. **Cause for Voiding Permit (Section 1.01-13.02):** Any unnecessary littering, noise, disorder, or violation of any ordinance/regulation of the District shall be deemed just cause for the immediate voiding of a permit, and may cause future denial of requests.
2. **Advertising (Section 9.01-1):** No person shall post, place, or otherwise affix any notice or bills, advertisements, yard signs, posters, or other papers upon any structure or thing in or about any park, amenity, or grounds. 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 without a District issued permit for such use.
3. **Solicitation (Section 9.01-2):** No person shall hawk, peddle, sell, ask, beg, or attempt to hawk, peddle, or sell any goods, wares, services, or merchandise of any kind or nature on District property. This includes approaching persons for the purpose of distributing any handbill, pamphlet, circular, publications, or notice of any kind without approval of the Executive Director.
4. **Expressive Activities (Section 9.01-3):** No person or persons shall hold or participate in any procession, public meeting, gathering, demonstration, parade, booth, stand, or exhibit within the park system without having first obtained a District-issued special use permit which designates the reasonable time, place, and manner for such activities.
5. **Fights, Obscenity, and Disorderly Conduct (Section 9.02):** 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.
6. **Opening and Closing Hours (Section 9.05):** Picnic use hours shall be the same as general park use, 8:00 a.m.. to 10:30 p.m. daily, unless approved through a special use permit.
7. **Use of Special Areas or Facilities (Section 9.07):** Any use of special areas or facilities within a park, such as ball fields, tennis courts, buildings, and other special areas are not specifically included in a picnic permit and are available for general public use unless approved through a special use permit.
8. **Special Events (Section 9.07):** No public meeting or organized activities shall be held in any of the parks under the jurisdiction of the District unless a District-issued special use permit is first granted for the intended and actual use. Large groups shall be allowed to reserve areas in certain parks if a special use permit for that purpose is issued by the District. Not-for-profit 503(c)(3) organizations, government agencies, and recreational partners may operate their own concession stands compliant with city and county ordinances. Certain entertainment features may also be provided by said organizations if no admission fees are charged. In case of bad weather, shelters, pavilions, and other facilities shall be open to the public, despite special permit reservations. Certain uses, activities, and equipment may be restricted to limit damage or risk to users, grounds, and assets. (e.g. piñatas, petting zoos, balloon releases, animal rentals, dunk tanks, pools, water bounce houses, and water balloons.)
9. **Sales and Collections (Section 9.07):** 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 District, and no soliciting or collection of money for the use of any of said facilities.
10. **Camping (Section 9.09):** No person shall be permitted to stop and camp in parks of the Rockford Park District unless approved through a special use permit.
11. **Use of Weapons, Missiles, and Fireworks (Section 9.10):** 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 substances of any kind within any District park without the permission of the Director. No person shall throw, cast, or shoot arrows, stones, or other missiles of any kind within any District park except at such places and times as the District may designate for such purposes.
12. **Gambling (Section 9.16):** No person or organization shall engage in gambling or any gambling-related activity within the District.
13. **Unmanned Aerial Vehicles (Section 9.17):** Unmanned aerial vehicles (UAVs) such as radio- or remote-controlled motor driven airplanes, drones, or other flying objects, shall not be operated, managed, or used by any person on any ground or in the airspace of any District properties without a District-issued permit. Violation of this ordinance shall subject the violator to the penalties provided in Chapter XI of the Rockford Park District Code. Use of UAVs is also subject to the authority of the Federal Aviation Administration.
14. **Clean Air Ordinance (Section 9.18):** Smoking is prohibited in all Park District facilities and in all parks or other areas owned or operated by or otherwise under the jurisdiction of the Park District. Smoking may be permitted by a special use permit recommended by staff and approved by the Executive Director in connection with certain activities to be conducted among consenting adults, in open air spaces, away from assemblies of the general public.
15. **Use of Fires (Section 10.02):** No person shall light or make use of any fire in the park system except at such places as may be established for such purposes, and then only under such rules as may be prescribed through a special use permit. Every fire shall be contained and continuously under the care, direction, and supervision of a competent person from the time it is kindled until it is completely extinguished.
16. **Sound Amplification (Section 10.03):** Sound amplification requires a special use permit. Restrictions apply, including but not limited to applicable municipality noise ordinances. It shall be unlawful to operate between the hours of 10:00 p.m. and 7:00 a.m. outdoors, within 600 feet of any building used for residential or hospital purposes, or indoors if such equipment is audible from an adjacent property used for residential or medical care purposes. No person within the District system shall at any time play or operate any sound

amplification device causing or creating unnecessary or unusual noise at any time which annoys, injures, or endangers the comfort, repose, health, or safety of others unless such noise is necessary for the protection and preservation of property, health, safety, or life. Lyrics designated by Recording Industry Association of America's (RIAA) Parental Advisory Label Program designated as not suitable for young audiences, such as those with strong or explicit language, depictions of violence, sex, or substance abuse are prohibited. Sound amplification must comply with prevailing noise ordinances. A violation of these restrictions shall result in the revocation of the special use permit.

17. **Alcoholic Beverages (Section 10.04):** No person shall sell, consume, or possess any alcoholic beverage upon any property of the District.
18. **Clean and Orderly Grounds (Section 10.05):** Groups holding permits shall be required to leave grounds in a clean and orderly condition. 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.
19. **Environmental Policies/Procedures (Section 10.05):** All persons and groups shall comply with all applicable environmental laws and regulations, apply responsible practices where laws and regulations do not exist, and are encouraged to use recyclable or biodegradable products. Excessive use of latex balloons, including balloon release activities, is prohibited.
20. **Narcotics – Drugs (Section 10.49-10.51):** 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.

PROPERTY USE AGREEMENT

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 District's premises 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. **Supervision:** Lessee(s) is solely responsible for providing any and all supervision at all times during Lessee(s) use. Further, Lessee(s) shall be responsible for ensuring that Lessee's guests and invitees comply with all applicable rules pertaining to use of District premises.
4. **Submission Deadline:** that either party hereto may cancel this Agreement by delivery of written notice to the other party at least two 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.
5. **District Property/Equipment Removal:** Moving or removal of Park District property or equipment within or outside of the premises without permission is strictly prohibited. Violation of this regulation may result in revocation of the permit. Severe or repeated offenses may result in refusal of future requests.
6. **Indemnification:** It is fully understood and agreed by the parties that the Lessee(s) and its vendors shall indemnify, save, defend, and hold harmless the Park District, including its officers, officials, agents, volunteers, and employees, from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising directly or indirectly in connection with, or under, or as a result of this Agreement.
7. **High Risk:** To minimize the risk at an event, independent of the relationship with the lessee, each restaurant, caterer, or independent contractor is required to provide a Certificate of Insurance naming the Rockford Park District as additional insured in the amount of \$1,000,000.00 and independent of the Lessee's requirements. It is the sole responsibility of each provider to obtain the applicable city license and health department permits as well as payment of any taxes due. The restaurant, caterer, or independent contractor may keep a yearly Certificate of Insurance on file with the Park District.
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 \$1,000,000.00 for each person and each occurrence, and property damage insurance in amounts of \$2,000,000.00 for each occurrence and aggregate total.

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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.

The Lessee(s) shall cause each of its vendors to purchase and maintain insurance for this event. If requested by the District, the Lessee shall furnish copies of certificates of insurance for the vendor's participation; otherwise, the Lessee's coverage will be legally responsible. The District has access to insurance options that are available to be purchased.

N/A If liquor is permitted to be 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 respect to the District. Any insurance or 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:

For a full list of Rockford Park District Ordinances, please visit rockfordparkdistrict.org



ROCKFORD PARK DISTRICT
rockfordparkdistrict.org | 815-987-8800

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