

Three Oaks Recreation Area Special Event Fact Sheet

Thank you for considering the Three Oaks Recreation Area for your special event. As the event planner/organizer, please read this document thoroughly. If you are interested in a special event, please contact the City Manager's office at 815-459-2020 x 4288.

A special event permit must be approved by the Mayor and City Council prior to your event. The City Council meets on the 1st and 3rd Tuesday of the month. City Staff will notify you of the date when the City Council will consider your event, and you are expected to attend the meeting. Thank you again for your interest and we look forward to working with you.

When is a Special Event Permit Required?

The following activities require a special event permit and may be subject to other City permit requirements:

- Races, parades, marches and drills
- Fundraisers
- Concerts
- Fairs
- Weddings Special Event Permit needed under the following circumstances:
 - Group exceeds 200
 - Involves outside vendors
 - Involving special accommodations (tents, tables, large grills)
- Speeches or rallies
- Overnight camping and open fires
- Shows, exhibits, dramatic or musical performances, plays, acts or motion pictures

Event Planner Information

Special event permits are developed on a case-by-case basis in order to best meet the needs of the permitee while ensuring that the integrity of the site and access by the public is not compromised.

Additionally, in developing these permits, consideration is given to limiting potential loss or liability exposure of the City. Due to the unique nature of events requiring a permit, requests are accepted in writing only, via US or electronic mail. Once the permit proposal is received, an agreement will be drafted. Upon confirmation by the requester that the agreement represents the requirements for the event a non-refundable application fee will be required and is payable regardless of approval of your permit.

Following are issues/questions that should be addressed in the written event proposal:

- Full contact information for the organization and/or individual entering the agreement with the City.
- Specific area(s) of the park requested
- Number of anticipated attendees/volunteers/staff
- Number and name of all vendors providing contractual services for event planner.
- Three date requests in order of preference.
- Times of event, including setup and breakdown for event.

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- Special needs anticipated due to location of events or capabilities of participants.
- Type of refreshments, if any being served, including alcohol.

Special Event Requirements:

- The group/applicant must complete an application, show proof of insurance and name the City as additional insured, per the City's insurance requirements and sign an appropriate hold harmless/indemnification document. The individual signing the permit form and/or authorizing payment will be held responsible for relaying City rules and procedures to all group members.
- The area reserved must be left in a clean state with picnic tables in their designated area, and garbage placed in the provided receptacles.
- Unless approved as part of the permit, no sound-amplifying devices are allowed.
- Unless approved as part of the permit, picnic tables may not be moved to different locations.
- No driving shall be permitted on the trails or picnic areas without on-site City supervision and approval.
- Requests for tents or canopies may be considered by the City following the submittal of a plan showing the proposed use. If approved, the tent or canopy must be installed and removed the day of the event. Locations for tents and canopies shall be determined and approved by the City. In addition, tents or canopies greater than 20' x 20' require an inspection by the City's Fire Rescue Department. Three Oaks staff may ask to remove tents during windy conditions, or inclement weather. Guests should be aware that the park has a lawn irrigation system. If the tent spikes damage the irrigation system, the fee for repair will be deducted from the damage deposit.
- No soliciting on the property.
- Requests for dunk tanks, moon walks or other large devices may be considered by the City
 following the submittal of a plan showing the proposed use. Liability insurance naming the City as
 additional insured is also required per City requirements. Anyone requesting special amenities or
 play equipment, regardless of the size of the group, must provide the City with a binding Certificate
 of Insurance naming the City as an Additional Insured.
- Depending on the proposed event, the group may be required to complete other required permits and licenses, including a festival license.
- Permit Fees:

Application fee	Over 200 guests	\$75
Out of City Fee	Organizations/individuals located outside City Limits	\$150
Refundable	Under 200 guests	\$500
Damage/Tent	Over 200 guests	\$1000
Deposit		
Preparation, Cleaning	As needed, based on event	\$30 / hour
and Restoration Fee		
General Staff	As needed, based on event, per person	\$15 / hour
Security Fee	Security Assistants, per person	\$12 / hour
Security Fee	Police Department	Depending
		on Event
Sound System Fee	As needed, based on event	\$75
Generator Fee	As needed, based on event	\$75
Film Shoot Fee	As needed	\$60 / hour
Table Moving Fee	On a case-by-case basis	\$25

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- No refunds will be given due to cancelled events. Special events cancelled due to inclement weather may be given the opportunity to reschedule at a later date, depending on availability. City Staff reserves the right to determine the severity of inclement weather and the opportunity to reschedule the special event. City Staff may cancel a special event based on severe weather, or for other reasons. Refunds for rentals cancelled by City Staff are at the discretion of City Staff.
- The refundable damage deposit, insurance requirements, and signed hold harmless agreement are due to the City within 10 business days of City Council approval, or 10 business days prior to the event, whichever is sooner. These are all required prior to permit approval.
- All remaining fee requirements must be satisfied a minimum of fifteen (15) days prior to the scheduled event. Pre-event fee estimates will be collected as a guaranteed minimum and will be subject to additional fees resulting from changes in the scope of the event, additional services as necessary or damage. Additional fees as established by the City will be collectable no later than 30 days following the event and prior to the return of the damage deposit.
- The Permittee must provide satisfactory evidence of all applicable permits and/or certifications necessary for all equipment, activities or personnel related to the event in accordance with local, state and federal regulations as well as the City's special event permit. Compliance procedures are solely the responsibility of the Permittee. Utility locations must be coordinated by Permittee's vendors through JULIE for any and all ground penetrations. Permittee will be held liable for any damage, loss of service or personal injury resulting from interference with underground utility lines.

Non-Resident Parking:

Non-Crystal Lake residents are required to pay \$5.00 per vehicle to park in the facility. The special event permittee may purchase prepaid parking tokens for non-resident guest vehicles. OR a parking tally can be taken at the parking gate if prior arrangements have been made. A list of expected guests (non-residents) must be submitted to staff prior to your event. Guest lists can be emailed to pavilion@crystallake.org or given to a park manager prior to the date of your event for approval. Fees can be paid by cash or credit card at the parking gate at the end of your event, can be taken out of the damage deposit, or you can be billed for parking fees.

Deposit Refund Policy

Deposits shall only be released after an inspection has been made by City employees. The costs to repair and clean up the facility may be taken from the deposit. If the amount of repair exceeds the repair or cleanup costs, the applicant shall be responsible for the total amount.

Alcoholic Liquor Use for Special Event:

- 1. Approvals to sell beer or wine shall comply with the Code of the City of Crystal Lake and Statutes of the State of Illinois.
- 2. Any group, company, organization, or individual person conducting special events at the park during which alcohol is served or present, in any form, must have permission in advance and purchase or provide Host Liquor Liability Insurance and binding insurance coverage naming the City of Crystal Lake as an additional insured.
- 3. Alcohol (beer and wine) is only allowed in the park when approved as part of a special event permit. Special event permit applications, which include requests for alcohol consumption, shall be signed by an individual 21 years or older, who will be responsible for overseeing the serving of alcohol and who will be responsible for his or her guests.
- 4. Beer and wine cannot be consumed outside the picnic grove.

5. The City reserves the right to prohibit alcohol in any areas of the Recreation Area or buildings located thereon at any time it deems necessary.

Required Insurance Provisions for Special Events and Organization/Corporate Use of the Facility

In the use of the Three Oaks Recreation Area, the individuals, corporations, or organizations ("user") that use City owned property is certifying that he/she has all insurance coverages required by law or required by the City of Crystal Lake. The user shall procure and maintain, for the duration of the allowable use of the City owned property, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the use by the user, his agents, representatives, employees or subcontractors. Based on the scope and/or type of the use, the City may request the user provide the following coverage(s):

<u>Insurance Services Office Commercial General Liability</u>, with the City named as additional insured on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the City, CG2037 - Completed Operations. **Minimum Limits:** The user shall maintain limits <u>no less</u> than the following, \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000. **General Provisions:**

- 1. The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the user's activities, including activities performed by or on behalf of the user; products and completed operations of the user; premises owned, leased or used by the user; or automobiles owned, leased, hired or borrowed by the user. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
- 2. The user's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of user's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.
- 4. The user's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that user's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the user shall be required to name the City, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the City.
- 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(if required by City) Insurance Services Office Business Auto Liability Coverage, form number CA 0001, Symbol 01 "Any Auto." **Minimum Limits:** The user shall maintain limits <u>no less</u> than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage. (This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles)

(if required by City) Workers' Compensation and Employers' Liability. **Minimum Limits:** The user shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and

Employers' Liability limits of \$500,000 per accident. **General Provisions:** The insurer/user shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from the user's activity.

Applicable to All Coverages

The policies are to contain, or be endorsed to contain, the following provisions:

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the User shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Verification of Coverage

The user shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before the use by the third party if possible. The attached Additional Insured Endorsement shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request fully certified copies of the insurance policies and endorsements.