



DOWNERS GROVE PARK DISTRICT GUIDELINES OVER THE ISSUANCE OF PERMITS FOR THE COMMERCIAL USE OF PARK PROPERTY

The mission of the Downers Grove Park District is to provide a wide variety of year-round recreation programs, facilities and park areas which respond to the articulated needs and desires of all residents of the Downers Grove Park District. In support of this mission, the District is tasked with developing park areas and recreational facilities to meet present and future demands of Downers Grove residents, ensuring sufficient passive and active park land to meet the leisure needs of present and future populations of Downers Grove, and maintaining park areas and facilities that are clean, safe and aesthetically pleasing.

It is the right of the Park District to require evidence of persons seeking permission for commercial use of the District-owned, leased or controlled property ("Park Property") that clearly demonstrates the applicant has made satisfactory arrangements to meet the various concerns of the Park District. The concerns include the following:

- Protection of the environment and the physical condition of park lands, vegetation and facilities, including restoration of the site if required
- Minimized disruption of public use and public enjoyment
- Avoidance of public safety hazards, public nuisance and public health problems, including engaging the services of park and public safety personnel during park use if necessary
- Limiting the Park District's potential liability exposure
- Reimbursement to the Park District and community for the commercial use of and/or damage to public Park Property

Persons seeking to use Park Property for commercial purposes shall apply for a permit for such use on standard forms provided by the Park District. Applications must be completed in full, and all necessary documentation must be provided in order for consideration to be given to the application. Additional information and assurances may be required, and conditions or restrictions may be placed on the permittee's use, by the Park District, as appropriate to the particular application.

Further, it is the right of the Park District to charge fees for commercial use of Park Property. Such fees are not to be considered in any way a release from responsibility on the part of the permittee for repair and full redress of any and all damages, injuries or other undesirable effects experienced as a result of the permittee's use of Park Property. The fees charged for commercial use of Park Property shall be determined by the Park District staff in conjunction

with established fee structures. These fees shall be reviewed and updated as warranted. The entire fee must be paid prior to commencement of use.

For purposes of the agreement, “commercial uses” is use of Park District property in any manner to generate income or profit including without limitation, use in giving private lessons, in the production of a film, video, still photograph or other product or item which is intended to be marketed, sold, conveyed or distributed for consideration, or which is intended to be used in connection with the sale of a product. The Park District may, in its sole discretion, waive or reduce the required fee with respect to commercial use under the following circumstances: (a) where the use is for educational or instructional purposes in Park District or local school programs; or (b) the use furthers (directly or indirectly), or the proceeds from the sale or distribution of the product are used in support of, public park, recreation or conservation programs or purposes, or other public purposes; or (c) the use is made by a not-for-profit organization which is affiliated with the Park District or the majority of whose members are residents of the Park District; or (d) the use is made by a local business for the production of a commercial film or video for viewing exclusively on a local cable television station; or (e) the user donates or contributes something of at least equal value to the Park District; or (f) the waiver or reduction of fee is otherwise determined by the Park District staff to be in the best interests of the Park District.

In addition, the Park District will charge for items as applicable, such as electricity, labor for set-up or cleanup, required security or supervision, and rental charges for any Park District equipment required by the permittee, at rates established by the Park District. Further, depending on the nature/duration of the proposed use, the Park District may require a security deposit.

Applications must be accompanied by a Certificate of Insurance indicating that the applicant will have in effect during the entire period of which the permit is sought, public liability insurance of not less than \$1 million, and property damage insurance of not less than \$1 million unless otherwise determined by the Director of Recreation or her designee. The insurance must be provided by a carrier acceptable to the Park District. The Park District, (and if the property is leased by the Park District, also the lessor) must be named as an additional insured, in the form of an endorsement page, under the policy or policies of insurance.

The Administrator, or his designee, may approve the application for permit after reviewing the recommendation of Park District staff. The staff shall make recommendations regarding each application after adequate information has been provided and provided that there is no conflict with District programs or public access.

Nothing in this agreement shall imply that the Administrator, or his designee, is bound to issue such permission regardless of the information or evidence provided by the application.

“INDEMNIFICATION/HOLD HARMLESS AGREEMENT”

PARK/PROPERTY _____

“In consideration for permission granted to the undersigned to use the above named Park Property for commercial purposes, the undersigned agrees to pay all costs of supervising/policing the Park Property during the use, and for cleaning up and restoring the Park Property upon conclusion of the use, and the reimbursement the Downers Grove Park District for any such costs incurred by it as a result of such use. The undersigned authorizes the Downers Grove Park District to retain all or any portion of its/his security deposit, if any, to cover any damage to Park Property and restoration and cleanup expenses incurred. The undersigned further agrees to indemnify and hold harmless the Downers Grove Park District, its park commissioners, officers, employees and agents against and from any liability to any person resulting from any property damage or personal injury, occurring in connection with the use.”

NAME

ADDRESS

CITY

PHONE NUMBER

DATE



Commercial Filming and Photography Permit

Date: _____

Name of organization requesting permit: _____

Address: _____

Phone: _(____)_____ Contact Person: _____

Filming/Photography for: (Name of organization) _____

Products to be used in filming: (List name and description, use back if necessary):

Number of people to be used in filming: Cast: _____ Crew: _____

Equipment/Vehicles to be used (Be specific): _____

Area requested: _____ Date requested: _____

Time period for area use: From _____ To _____

Comments: _____

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO CREW ARRIVAL.

Commercial Use Fees:

Administrative fee: _____ Other fees as applicable: _____

Approved by: _____

**Park Permit, payment & insurance form naming Downers Grove Park District as "additional insured" must accompany this form.