



MEMORANDUM

TO: Historic Preservation Commissioners

FROM: Tami Urish, Planner I

MEETING

DATE: April 18, 2023

SUBJECT: Historic Preservation Commission; Historical Museum Use Agreement

Carl Goldsmith, Director of Public Works, will present and answer questions about an amendment to the Historical Museum Use Agreement. The agreement and rules/guidelines are attached. The Lombard Historical Society and Historic Preservation Commission have reviewed and discussed the proposed amendment.

The amendment addresses expanded uses and responsibilities regarding the newly modified Carriage House for hosting events. The agreement otherwise remains substantially unchanged.

Action Requested

Staff recommends the Commissioners authorize the Historic Preservation Commission President's signature of the Amendment to the Historical Museum Use Agreement to be forwarded to the Village Board of Trustees for review.

RESOLUTION

R _____ - 23

A RESOLUTION AUTHORIZING THE SIGNATURE OF THE PRESIDENT AND VILLAGE CLERK ON AN AGREEMENT

WHEREAS, the President and Board of Trustees of the Village of Lombard have received an agreement between the Village of Lombard, the Lombard Historic Preservation Commission and the Lombard Historical Society in regard to the Historical Society Use Agreement for the Lombard Historical Museum as attached hereto; and

WHEREAS, the Corporate Authorities deem it in their best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the President be and hereby is authorized to approve on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to approve said agreement as attached hereto.

Adopted this _____ day of _____, 2023.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2023.

Keith Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk

Further Amended and Restated Historical Museum Use Agreement

THIS FURTHER AMENDED AND RESTATED HISTORICAL MUSEUM USE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the Village of Lombard, a municipal corporation ("VILLAGE") and The Lombard Historical Society Inc., an Illinois not-for-profit corporation ("SOCIETY"). (The VILLAGE and SOCIETY being sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the VILLAGE and the SOCIETY originally entered into a ten (10) year Agreement on the 13TH day of September, 1971, regarding the acquisition, maintenance and operation of the premises located at 23 West Maple Street, Lombard, Illinois, as a Historical Museum (the "Original Agreement"); and

WHEREAS, Original Agreement has been restated and amended from time to time, with the most recent version thereof being entered into by the VILLAGE and the SOCIETY on May 5, 2018, and expiring on May 6, 2028 (the "2018 Agreement"); and

WHEREAS, the VILLAGE and SOCIETY wish to terminate the 2018 Agreement, and enter into this Agreement in place thereof; and

WHEREAS, the VILLAGE and the SOCIETY wish to enter into this Agreement to amend and restate the 2018 Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

A. DEFINITIONS. When used in this Agreement, the following terms shall have the following meanings:

1. "Premises" means the real property located at LOT 1 IN THE RESUBDIVISION OF LOT 6 IN BLOCK 27 OF THE ORIGINAL TOWN OF LOMBARD, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS; PIN 06-07-217-005, commonly known as 23 West Maple Street, Lombard, Illinois.

2. "Structures" means the Victorian Cottage, Carriage House, privy and all other structures which exist, now or during the duration of this Agreement, upon the Premises.

3. "Lombard Historic Preservation Commission", means a committee appointed by the VILLAGE which shall be the VILLAGE's liaison with the SOCIETY in the performance of this Agreement.

B. THE VILLAGE SHALL:

1. Pay certain expenses based on an annual budget prepared by the Lombard Historic Preservation Commission and submitted for approval to the VILLAGE'S Board of Trustees (the "Village Board"). The following budget items, upon approval by the Village Board, shall be paid for directly by the VILLAGE or reimbursement for the payment thereof shall be made by the VILLAGE to the SOCIETY: (i) exterior repairs and maintenance or interior repairs and maintenance and interior structural repairs to the Structures located on the Premises in keeping with the historical era of the first years of the existence of the VILLAGE; (ii) repair and/or replacement of the hot water heater and the source of heat and cooling for the Structures located on the Premises; (iii) electrical services to the Structures located upon the Premises, including the display lights located thereon, and security alarm and monitoring services; (iv) publicity expenses; and (v) the following expenses associated with employment of the museum staff: payroll accounting fees, state, federal and local payroll taxes where applicable, independent insurance benefits, workers compensation and employers liability insurance, individual professional memberships, work related transportation costs, tuition and conference fees and individual operating expenses. Such reimbursements to the SOCIETY shall be made by the VILLAGE upon submittal of vouchers and receipts to the Director of Finance, and approval of payment in relation thereto by the Village Board.

All financial records of the SOCIETY pertaining to the disbursement of VILLAGE funding shall be subject to an annual audit at the VILLAGE's expense. Notwithstanding any other provision in this Agreement, should the Village Board vote to reduce or eliminate the funds allocated for the position of museum director in any VILLAGE fiscal year, the VILLAGE shall provide the SOCIETY with (ninety) 90 days prior written notice of the funding being eliminated. The VILLAGE shall provide funding through the ninety (90) day period from the date such written notice is given to the SOCIETY. Emergency expenditures not contained in the Village Board approved budget shall be reviewed by the VILLAGE on an individual basis and, if approved, paid in a timely manner.

2. Maintain a fire insurance policy in applicable amounts for the Structures. The VILLAGE shall be responsible for all deductibles should a loss occur, and such policy shall name the SOCIETY as an additional insured.

3. Provide water and sanitary sewer service to the Structures without charge.

4. Provide telephone and internet service to the Structures without charge.

5. Maintain the Premises and the Structures in compliance with any and all Federal, State or local laws, including, but not limited to, the Americans with Disabilities Act (ADA) of 1990, as amended, and the Illinois Accessibility Code (IAC), as amended, and provide any governmental license or permit required for the proper and lawful existence of the Premises and the Structures. In complying with any and all Federal, State or local laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and the Illinois Accessibility Code (IAC), as amended, the VILLAGE shall make every effort to protect the historical integrity of the Structures.

6. Perform maintenance of the landscaping, including tree trimming, grass mowing, weed control and maintenance of the landscape beds. Said maintenance will be performed in accordance with the Village of Lombard's annual maintenance programs. The Village will seek input from the SOCIETY on the level of service provided at the Premises.

C. THE SOCIETY SHALL:

1. Contingent upon receipt of full funding of its budgeted expenses for employment of a museum director, employ a museum director who shall report to the SOCIETY and shall be responsible for the daily operation of the museum and its community service programs, including management of the museum volunteers. The museum director shall comply with the stated purposes of the SOCIETY, the written policies and procedures of the SOCIETY, and the provisions of this Agreement. A current copy of the SOCIETY'S written policies and procedures, as in effect on the date hereof, are attached hereto as Exhibit A and part hereof. Notwithstanding any other provision to the contrary in this Agreement, the SOCIETY shall employ a museum director if the VILLAGE fully funds the budgeted expenses for such employment, and shall have the option of employing or not employing a museum director if the VILLAGE does not fully fund the budgeted expenses for such employment.

2. Maintain the interior of the Structures on the Premises in such a manner to promote and preserve the history of the VILLAGE.

3. Not make any structural changes to the Structures on the Premises, nor shall the SOCIETY enter into any contract(s) or take any action(s) which may result in a mechanic's lien being placed against the Premises, without first obtaining the approval of the Village Board and the necessary VILLAGE permits, the fees for which shall be waived by the VILLAGE.

4. Indemnify, defend and save harmless the VILLAGE and its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the VILLAGE and SOCIETY, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of the SOCIETY, its officers, agents, contractors and/or employees arising out of, or in performance of, any of the provisions of this Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Illinois Worker's Compensation Act or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE and its officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. The SOCIETY shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities where the SOCIETY is found to be negligent or at fault.

5. Except where the VILLAGE provides insurance coverage for its buildings and the use thereof, and liability for the acts or omissions of the SOCIETY and, its agents, officers, employees and representatives is covered by such insurance, the SOCIETY shall provide the following types

of insurance, in not less than the following specific amounts, evidenced by certificates of insurance naming the VILLAGE and its officers, agents and employees, as additional insureds and stating that thirty (30) days written notice shall be given to the VILLAGE by the insurance carrier before a change to or cancellation of the policy:

- (a) Comprehensive general liability - \$2,000,000 per occurrence; and
- (b) Workers' Compensation - Statutory; Employers' Liability- \$500,000.

6. Procure at the SOCIETY's sole cost and expense, contents fire insurance and the appropriate type of Inland-Marine Museum Fine Arts coverage on "art objects", and other items of personal property within the Structures.

7. Maintain in effect the "Dissolution Clause" now in force, a copy of which is attached hereto and made a part hereof as Exhibit B;

8. Maintain at all times a list of all artifacts on the Premises or in the Structures, identifying those objects owned by the VILLAGE or the SOCIETY and those objects which are loaned artifacts (the "Non-Owned Property"). Such Non-Owned Property shall not be placed on the Premises or within the Structures without execution of a Release and Liability Waiver as to the VILLAGE by the owner of such Non-Owned Property, in the form attached hereto as Exhibit C and made part hereof.

9. Devote its best efforts to fundraising for continued restoration, interior maintenance, displays, programming and operations. Any income or receipts of the SOCIETY from the use and operation of the Premises or the Structures for such fundraising shall be the property of the SOCIETY, but may be expended by the SOCIETY for the continued restoration, interior maintenance, use and operation of the Premises, the Structures, and other real properties and improvements owned or operated by the SOCIETY (such as the premises commonly known as 355 East Parkside Avenue, Lombard, Illinois) from time to time, displays, programming, and SOCIETY operations, and no other purpose. For the avoidance of doubt, the foregoing does not absolve the VILLAGE or any other person or entity of any payment responsibility, whether pursuant to this Agreement or otherwise. The VILLAGE shall have the right to audit the records of the SOCIETY at reasonable intervals.

10. Conduct business on the Premises in compliance with any and all Federal, State or local laws, including but not limited to, the Americans with Disabilities Act (ADA) of 1990, as amended, and the Illinois Accessibility Code (IAC), as amended, and obtain any governmental license or permit required for the proper and lawful operation of the SOCIETY's business.

D. MUTUAL AGREEMENTS AND UNDERSTANDINGS OF THE PARTIES:

- 1. The VILLAGE is the sole owner of the Premises and all Structures upon the Premises.
- 2. The SOCIETY is the sole owner of all the "art objects" and other items of personal property that are not designated as belonging to the VILLAGE, within and around the Structures,

and which are not Non-Owned Property, including but not limited to, any and all rights pertaining to the media of and about such Premises, except that any media produced by the VILLAGE, or produced with VILLAGE funds, shall be the exclusive property of the VILLAGE, and the VILLAGE shall retain all rights thereto. The use of any media produced by the VILLAGE, or produced with VILLAGE funds, shall be mutually agreed upon by the VILLAGE and the SOCIETY.

3. The SOCIETY shall utilize the Premises in the following manner:

(a) Victorian Cottage

i. Provide spaces dedicated to the public display and presentation of period objects and historical documents; and

ii. At the option of the SOCIETY, an office for the conduct of SOCIETY business; and

iii. Conduct meetings, gatherings and events subject to provisions of the Lombard Village Code for Special Events; and

iv. Conduct or host private events in accordance with the SOCIETY's Room Use Policy. A current copy of the SOCIETY's Room Use Policy, as in effect on the date hereof, is attached hereto as Exhibit D and part hereof, and may not be amended without the written approval of the Manager of the VILLAGE.

(b) Carriage House

i. A municipal display dedicated to the municipal history of LOMBARD; and

ii. A changing display to correlate special historic dates, early crafts, photographs, special collections, and other such historic displays; and

iii. Conduct meetings, gatherings and events subject to provisions of the Lombard Village Code for Special Events; and

iv. At the option of the SOCIETY, an office for the conduct of SOCIETY business; and

v. Conduct or host private events in accordance with the SOCIETY's Room Use Policy. A current copy of the SOCIETY's Room Use Policy, as in effect on the date hereof, is attached hereto as Exhibit D and part hereof, and may not be amended without the written approval of the Manager of the VILLAGE.

4. The SOCIETY shall provide staffing for its programs, tours, special events, and other historically significant activities.

5. A member of the Lombard Historic Preservation Commission shall serve on each of the following committees of the SOCIETY: Personnel, Finance, Facilities and Collections. The Chairperson of the Lombard Historic Preservation Commission shall serve as an ex officio member of the SOCIETY's Board of Management.

6. The term of this Agreement shall be from _____, 2023 through _____, 2033.

7. In the event of a breach of this Agreement by the SOCIETY or the dissolution of the SOCIETY, whether voluntary or involuntary, the VILLAGE shall give thirty (30) days prior written notice to the SOCIETY to remove all personal property not owned by the VILLAGE from the Structure and the Premises, to the extent that such removal does not conflict with the Dissolution Clause set forth in Exhibit B. If such personal property is not removed from the Premises within sixty (60) days of the aforementioned notice, such personal property shall be deemed abandoned by the SOCIETY and/or its owners, and shall become the personal property of the VILLAGE to be disposed of as the Village Board shall deem fit.

8. The Lombard Historic Preservation Commission may make recommendations, from time to time, in regard to the modification of this Agreement, upon consultation with the SOCIETY and the VILLAGE, but this Agreement may not be modified or amended without the written approval of the SOCIETY and the VILLAGE.

9. This Agreement constitutes a license granted by the VILLAGE to the SOCIETY to use the Premises and its Structures; and such license shall be in effect for the term as set forth in Section D.6. above.

10. This Agreement and all matters arising out of this Agreement are governed by, and construed in accordance with, the laws of the State of Illinois. In the event an issue or matter arises with respect to the subject matter of this Agreement, which issue or matter is not specifically provided for or addressed herein or in any other written agreement between the Parties, the rights of the Parties shall be determined according to the laws of the State of Illinois.

11. Although the Premises is presently tax exempt and nothing in this Agreement alters the tax-exempt status of the Premises, in the event that a governmental authority determines that this Agreement and the SOCIETY's use of the Premises hereunder constitutes a leasehold interest in the Premises subject to real estate property taxes pursuant to 35 ILCS 200/9-195, the SOCIETY shall be solely responsible for the payment of said real estate property taxes. Lessee acknowledges that all real estate property taxes assessed against the Premises during and throughout the term of this Agreement, are the sole responsibility of SOCIETY.

11. If any clause, phrase, provision, or portion of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor

any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances.

12. The SOCIETY shall not assign its rights under this Agreement without the express prior written consent of the VILLAGE.

13. Any notice required or given under this Agreement shall be deemed given upon its mailing by certified mail, return receipt requested, or upon its personal service, addressed as follows:

If to the VILLAGE:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

If to the SOCIETY:

Director
Lombard Historical Society
23 West Maple Street
Lombard, IL 60148

If to the Lombard Historic Preservation Commission:

Chairperson
Lombard Historic Preservation Commission
255 E. Wilson Avenue
Lombard, IL 60148

14. This Agreement shall be executed in three (3) counterparts each of which shall constitute an original, so that each Party retains an original signature copy.

15. The 2018 Agreement is hereby terminated, and of no further force or effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above at Lombard, Illinois.

VILLAGE OF LOMBARD,
AN ILLINOIS MUNICIPAL CORPORATION

BY: _____
VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

THE LOMBARD HISTORICAL SOCIETY, INC.
AN ILLINOIS NOT-FOR-PROFIT
CORPORATION

BY: George E. Magrino
PRESIDENT

ATTEST:

Brigitte O'Brien
SECRETARY

REVIEWED, ACCEPTED AND APPROVED
by the Lombard Historic Preservation Commission
this ____ day of _____, 2023.

BY _____
Chairperson

ATTEST:

Secretary

EXHIBIT A

WRITTEN POLICIES AND PROCEDURES OF THE SOCIETY

EXHIBIT B

DISSOLUTION CLAUSE

In the event of the dissolution of the Lombard Historical Society, Inc. (the "Society"), the assets of the Society shall be applied and distributed as follows:

1. All liabilities and obligations of the Society shall be paid, satisfied, and discharged, or adequate provision shall be made therefor;
2. Assets held by the Society on condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; and
3. Any remaining assets shall be transferred or conveyed to one or more not-for-profit corporations, societies, or organizations engaged in activities substantially similar to those of the Society, pursuant to a plan of distribution adopted by a majority vote of the Board of Management of the Society. Preference shall be given to not-for-profit entities in the Village of Lombard and its vicinity.

EXHIBIT C

RELEASE AND LIABILITY WAIVER

I/We _____, hereby represent that I/We am/are the owner(s) of the following item(s) of personal property which I/We have tendered to the Lombard Historical Society for display at the Society's Historical Museum located at 23 West Maple Street, Lombard, Illinois:

In consideration of being allowed to display the aforementioned items of personal property at the Lombard. Historical Society's Museum, I/We hereby release and discharge the Village of Lombard, and its officers, agents, and employees from any and all claims or liability of any kind whatsoever in regard to the damage, destruction or loss of said item(s) of personal property while in the possession or under the control of the Lombard Historical Society.


I/WE HAVE READ AND FULLY UNDERSTAND THE FOREGOING RELEASE AND LIABILITY WAIVER.

_____ DATED: _____

_____ DATED: _____

EXHIBIT D

LOMBARD HISTORICAL SOCIETY ROOM USE POLICY



LOMBARD

HISTORICAL SOCIETY



Thank you for choosing the Lombard Historical Society's Carriage House for your event needs.

For wedding receptions, showers, graduations, anniversary parties, meetings, luncheons and conferences, use the Carriage House to give distinction to your event! The Carriage House is a compelling alternative to standard meeting halls and can be rented by individuals or groups. The Carriage House is compliant with the ADA and the Illinois Accessibility Code.



Inside, enjoy a 400-square foot first-floor, recently installed kitchen with a commercial-grade refrigerator, freezer and warming oven, as well as a 750-square foot second-floor hall (accessible by stairs or elevator) that can accommodate up to 40 guests seated. Both the first floor and the second floor are equipped with AV equipment.

The Carriage House also features a courtyard and a gazebo that can be rented together with the Carriage House.

The Carriage House, together with its courtyard and gazebo, are referred to as the "**Premises**", and the portion of the Premises proposed to be rented is referred to as the "**Leased Premises**".



The fees for renting the Premises (collectively, the "**Rental Fee**"), as well as an additional fee that is required to be paid if alcohol is served on the Premises, are set forth on the website and all marketing material of the Lombard Historical Society. Such fees are subject to change from time to time.

The Rental Fee includes:

- The "Rental Amenities" selected via the Carriage House & Grounds Rental Application.
- Facility supervisor on site for the duration of the event.
- Use of warming oven, microwave, refrigerator, freezer, sound system, and WIFI/internet. *Note that the Premises does not have facilities for cooking; all hot food items should be prepared prior to your rental. Grilling/cooking on-site is NOT permitted.*
- Use of the Leased Premises until the earlier of: (a) the end of the rental period specified on the Carriage House and Ground Rental Application; (b) termination of the rental due to noncompliance with any applicable law, rule, or regulation; or (c) 11:00 p.m. on the date of the rental.

Carriage House & Grounds Rental Application

Name: _____ Address: _____

Phone: _____ Driver's License #: _____

Type of Event: Wedding Shower Meeting Celebration Other: _____

Resident: Yes _____ No _____ LHS Member: Yes _____ No _____

Organization: _____

Not-for-Profit: _____ Yes _____ No _____ Commercial Use: _____

Number of Attendees Expected: _____ Average Age of Attendee: _____

Rental Date: _____ Arrival Time: _____ Departure Time: _____

Will there be alcohol served: _____ If yes, please, initial: _____

Will this event be catered? _____

If yes, LHS does have a list of preferred caterers. All Caterers must submit a certificate of liability insurance 10 days prior to the rental, listing the Lombard Historical Society and the Village of Lombard as the additional party insured.

Rental Amenities

10-50 Chairs (6) 4x4" Square Tables Sound System Podium

Projector/whiteboard Five 6" Rectangle Long Tables Table/Chair Setup/Cleanup Provided by LHS

PROHIBITED ACTIVITIES

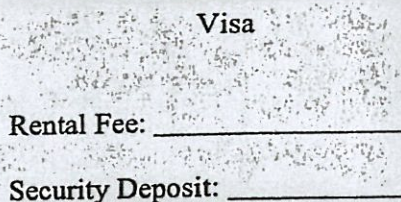
- *Alcoholic beverages and gambling are not permitted in or on the Carriage House property/Premises without appropriate permits issued by the Lombard Historical Society and Village of Lombard.*
- *Smoking cigarettes and or E-cigarettes, or any use of tobacco product is prohibited on Village of Lombard property*
- *Illegal controlled substances or other drugs are prohibited on Village of Lombard property*
- *Use of the facility without the presence and supervision of the Lessee/Permit Holder is prohibited.*
- *Entry fees may not be charged at rental facilities.*
- *Animals are not permitted in rental facilities, except for service dogs.*
- *Cooking (including, without limitation, grilling) is not permitted on the Premises.*
- *All persons (other than staff of the Lombard Historical Society) must vacate the Premises by 11:00 p.m.*
- *Certificate of Insurance may be required for special requests.*

The person or entity applying to rent the Leased Premises (the "Lessee") I have read the Carriage House & Grounds Rental Rules & Guidelines provided and Prohibited Activities above. I agree to follow the guidelines and prohibitions as stated and understand that failure to follow the guidelines and observe the prohibitions may result in loss of rental privileges and/or loss of security deposit. I acknowledge that the Lombard Historical Society and/or the Village of Lombard may require evidence of satisfactory insurance as a condition to any rental. In addition, I understand that early arrival or late departure to or from the facility may forfeit part or all of the security deposit.

Signature: _____ Date: _____
(Must be at least 21 years or over)

Reservations will be taken on a first-come, first serve basis. Contact LHS at 630-629-1885 or email info@Lombardhistory.org

FOR OFFICE USE

Application Status: _____ Approved _____ Denied _____		By: _____	
Application for Alcohol Permit: _____ Yes _____ No _____		Permit #: _____	
Paid By: Check # _____		Cash (Receipt#) _____	
 Visa	MasterCard	Discover	
Rental Fee: _____	Amount Paid: _____	Date: _____	Received By: _____
Security Deposit: _____	Amount Paid: _____	Date: _____	Received By: _____
Security Deposit Refunded On: _____	In the Amount Of: _____	Received By: _____	

Notes



Carriage House & Grounds Rental Rules & Guidelines

- 1) The Event has as its primary purpose one or more of the following:
 - a) Conducting a business, administrative, or organizational meeting
 - b) Participating in activities pertaining to non-partisan political, civic, or business matters relating the Lombard community
 - c) An organization or association with which the Village is affiliated; a public body; or a local [not for profit] organization or association that is based within the corporate limits of the Village of Lombard.
 - d) Hosting a social event or gathering, such as a private party, reception, and or shower.
- 2) **Fire Marshal Mandated Capacity.** The maximum capacity includes all participants, adults and children. Violation of state regulations will result in immediate cancellation of the rental, forfeiture of rental fee and security deposit and the loss of future rental privileges. Maximum capacity of the Carriage House is 75.
- 3) If an emergency arises regarding the building that does not involve the police or fire departments, please speak with the staff member onsite.
- 4) The lessee/permit holder for the facility rental is responsible for the conduct of all adults and children in their party. Children must be supervised at all times during rental hours.
- 5) All reservations/contracts must be made at the Carriage House by persons at least 21 years of age and will be subject to Lombard Historical Society Regulations and Village of Lombard ordinances. Providing inaccurate information on the permit or violating Lombard Historical Society rules will result in cancellation of the reservation/contract. Refunds will not be granted. Use of the facility without the presence and supervision of the Lessee/Permit Holder is prohibited and will result in loss of security deposit. The lessee/permit holder must have possession of the permit during the rental. This contract is not valid until approved by the Lombard Historical Society Executive Director.
- 6) Rentals reserved within seven (7) days of the scheduled rental date for the Carriage House must be paid in cash or by credit card.
- 7) Either party may cancel/change the reservation/contract verbally or in writing at least two (2) weeks prior to the scheduled facility rental. If the reservation/contract is canceled more than two (2) weeks prior to the rental date, lessee/permit holder will not be required to pay the rental fee and will be refunded within ten (10) working days. If cancellation notice is received less than two (2) weeks prior to the scheduled rental date, the rental fee will be forfeited and the deposit will be refunded. If lessee/permit holder does not use the facility on the day of the rental, the rental fee will be forfeited and the security deposit will be refunded. Reservation/contract may not be changed if less than two weeks prior to the rental date.
- 8) **The rental fee for the Carriage House is payable upon completion of the contract. A security deposit is required by credit card and is payable two weeks before the rental date.** The security deposit (all or portion thereof) may be retained to cover any damages or expenses incurred by the group's usage. The security deposit will be refunded after the building has been assessed for damages. An LHS Staff member or LHS volunteer will be onsite for all rentals.

9) GRANT OR DENIAL OF APPLICATIONS:

- a) The Executive Director shall review all completed applications submitted for use or rental of the Carriage House and Grounds. If he or she determines that the application meets all requirements of this Policy, then he or she shall grant the request, subject to acceptance by applicant of the rental fee and rental deposit where applicable. If he or she determines that the application does not meet one or more of the requirements of this Policy, then he or she shall deny the request.
- b) The Executive Director shall notify the applicant in writing of the decision to grant or deny the request within [7] business days after the receipt of a timely and complete application.
- c) If an Application is denied for any reason, the Executive Director will provide the applicant with a written statement including the reason(s) for denial. An Applicant whose Application has been denied by the Director may appeal that decision by filing a written notice of appeal with the Board within fourteen (14) days after the date of the denial. The Board will review the Director's decision. The decision of the Board is subject to review in accordance with applicable law.

10) ALCOHOL REQUIREMENTS AND POLICY

- a) *All applicants that intend to have alcohol will have to secure insurance and list the Lombard Historical Society and the Village of Lombard as additionally insured.*
- b) All alcoholic beverages must stay onsite.
- c) All attendees who are consuming alcohol must be 21 or older.
- d) No hard liquor is allowed. (Hard Liquor (Exceeding 50% ABV) is an alcoholic drink produced by distillation of grains, fruit, or vegetables. *Whiskey, Vodka, Rum, Gin, and Tequila are some examples*)
- e) We ask that all liquor stop being served 30 minutes before the rental is over.
- f) A Bartender will be required for all wedding receptions.

11) LOST OF STOLEN PROPERTY & PERSONAL INJURY

- a) The Lombard Historical Society does not assume liability for property lost or stolen on the 23 W Maple Street property or for personal injuries sustained on the premises. The lessee/permit holder agrees to hold the Lombard Historical Society and Village of Lombard harmless from an claims, suits, judgments or damages arising out of any such property loss or personal injury.

12) INSURANCE

- a) A certificate of insurance naming the Lombard Historical Society and Village of Lombard as "Additionally Insured" will be required for any use of facilities involving use of any equipment brought into the facility other than computer or other equipment for audio/video presentations, and for any uses for which an additional permit is required which requires insurance.
- b) Requirement of Public Liability Insurance in an amount not less than \$1,000,000 or Occurrence and Property Damage Insurance in an amount not less than \$50,000 may be requested. The Certificate of Insurance needs to be on file with the Lombard Historical Society ten (10) days prior to the rental, as some requests may need approval or direction from the Lombard Historical Society Executive Director.
 - i. *Please use the following language with your insurer* "The Lombard Historical Society, Village of Lombard, its officials, employees, and volunteers shall be listed as an additional insured on a primary and non-contributory basis."

13) SET-UP AND CLEAN-UP

- a) Lessee/permit holder must leave the rental facility as clean as it was at arrival time or a fee for additional cleaning will be assessed and deducted from the security deposit. Proper waste receptacles are provided for use. Lessee/permit holder using the kitchen must provide cooking utensils, dishes and cleaning materials. The oven/range must be turned off before leaving the rental facility.
- b) LHS staff will set-up and clean-up tables and chairs.
- c) All other equipment needs to be rented at the client's expense and coordinated with LHS staff.

14) DECORATIONS

- a) The Lessee/permit holder shall be responsible for setting up any decorations in the space before the event.
- b) Decorations are permitted, however, only tape may be used to secure the decorations. Lessee/permit holder may not use tacks, staples or any other items that would put holes in and/or damage walls.
- c) Decorations may not be attached to the ceiling.
- d) Glitter and/or confetti may not be used.
- e) Use of helium is permitted, but balloons must be securely anchored.
- f) Candles may not be used for decoration; however, may be used on a birthday cake with the intent of being extinguished immediately.

- 15) The Lombard Historical Society may videotape or photograph people enjoying programs, special events, parks and facilities. These recordings are for Society publications, website or cable programs. They are the sole property of the Lombard Historical Society and are used at its discretion. The local newspapers may take photographs of program and/or facility participants for use in the newspaper and on-line.

I have read all Carriage House & Grounds Rental Rules & Guidelines. I agree to comply with the following guidelines and prohibitions as stated and understand that failure to follow the guidelines and observe the prohibitions may result in loss of rental privileges and/or loss of security deposit.

Signature: _____

Date: _____

(Must be at least 21 years or over)