



Naperville

USER AGREEMENT

THE NAPERVILLE COMMUNITY CONCERT CENTER

NAME OF ORGANIZATION: _____

CONTACT PERSON: _____

ADDRESS: _____ NAPERVILLE (ZIP) _____

Fax: _____ Day Phone/Cell: _____ E-mail: _____

EVENT INFORMATION

Description of event:

Number of performers: _____ Estimated number in audience: _____

Will you be bringing equipment? Yes No

If yes, please describe:

EVENT SCHEDULE

Requested event date(s): _____

Requested time(s) of use: _____

Requested event set-up date: _____

Requested event set-up time: _____

Please complete the following for multi-day events:

Date: _____ To: _____ From: _____

Date: _____ To: _____ From: _____

Date: _____ To: _____ From: _____

Date: _____ To: _____ From: _____

Date: _____ To: _____ From: _____

Date: _____ To: _____ From: _____

Check all NCCC uses that apply:

Stage (upstairs)

Stage door open

Stage door closed

Multi-purpose room (downstairs)

Municipal Band sound system

Hours needed: _____

Multi-purpose room & stage

FEEES

- Security deposit - refundable: \$200**
Made payable to the City of Naperville
- Facility pass – non-refundable: \$20**
Made payable to the City of Naperville
- Operation/maintenance – Sound system engineer: \$50/hour**
Made payable to the City of Naperville
- Set-up/removal of band equipment from the stage (risers will remain): \$50**
Made payable to the City of Naperville
- Riser removal: \$1,200**
Made payable to the City of Naperville

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge that they have read and understand this Agreement and intend to be bound by its terms.

Signature: _____ Title: _____

FOR OFFICE USE ONLY

- Certificate of Insurance naming the City of Naperville, the Naperville Municipal Band and the Naperville Park District as additional insured. Certificate must also include the dates of the event.
An original must be submitted; no faxes or copies will be accepted
- \$200 Security deposit
- \$20 Facility Pass (issued 48 hours before the event)
- Park District approval

(Received stamp)

CITY OF NAPERVILLE APPROVAL

Name and Title

___/___/___
Date

NAPERVILLE COMMUNITY CONCERT CENTER

A City of Naperville Facility

Guidelines and Fee Schedule for Use

The Naperville Community Concert Center (NCCC), a City of Naperville facility, is designed to house and showcase the Naperville Municipal Band (NMB) and other community based performing arts groups. Use of the NCCC is strictly for Naperville-based organizations.

Section A. Reservations and Scheduling

1. Applications to use the NCCC are available at the City Clerk's Office in the Municipal Center at 400 S. Eagle Street. Inquiries about the NCCC can be made by calling 630-305-5226 or via e-mail to zilinskyl@naperville.il.us
2. Applications must be signed by an official of the organization and submitted no less than 30 days before the event.
3. A resident of Naperville, who is more than 18 years of age, must make application. This person shall be the event contact and the only person authorized to make changes to the application.
4. No group may assign its reservation to another group.
5. To obtain approval the event must meet the following criteria:
 - The event will have minimal or no adverse effect on the surrounding community, including vehicular and pedestrian traffic flow and parking;
 - When using amplification, the user must be considerate of the neighbors and maintain amplification in accordance with Chapter 9 of the Naperville Municipal Code;
 - The event is suitable for a general audience;
 - The proposed event activity is consistent with the design of the facility as a concert center; and
 - No event may violate existing state or local laws.
6. The City of Naperville requires insurance coverage for all users of the NCCC. No performance will be permitted until a satisfactory Certificate of Insurance has been provided with the following minimum limits of insurance:
 - \$1,000,000 per occurrence; \$2,000,000 aggregate coverage for general liability;
 - City of Naperville, Naperville Park District and the Naperville Municipal Band must be listed as an additional insured; and
 - Certificate of Insurance must include the name, date, and location of the performance.

Section B. User Fees

- **Security deposit - refundable: \$200**
Made payable to the City of Naperville
- **Facility pass – non-refundable: \$20**
Made payable to the City of Naperville
- **Riser removal: \$1,200**
Made payable to the City of Naperville
- **Set-up/removal of band equipment from the stage (risers will remain): \$50**
Made payable to the City of Naperville
- **Operation/maintenance – Sound system engineer: \$50/hour**
Made payable to the City of Naperville

Section C. Use and care of the Naperville Community Concert Center

1. City of Naperville maintenance staff will clean the NCCC prior to all events.
2. The NCCC must be left in the same condition in which it was found. This includes the removal of all garbage, trash and other items used for the event. All garbage should be disposed of in the appropriate containers. Failure to leave the facility clean will result in the forfeit of the security deposit.
2. The NCCC is a City of Naperville facility and no alcohol is permitted on the premises.
3. Smoking is not permitted on the NCCC premises.
4. No nails, tacks, tape, or paint shall be used on the walls of the NCCC. City staff is responsible for hanging any banners or signs.
5. Attendance at events must be limited to the capacities posted on site by the City of Naperville Fire Department:
 - Multi-Purpose Room 131 (classroom style with tables)
 - Multi-Purpose Room 280 (audience style)
 - Stage 163
 - Bench/outdoor seating area 1,000
6. The City of Naperville does not assume any liability for property lost or stolen or for personal injuries sustained on the premises during the User's event.
7. The NCCC is not available for commercial purposes. Music recitals where a fee is charged shall be considered a commercial purpose.
8. All musical events on the stage must end by 10:00 p.m.
9. The User is solely responsible for providing any and all supervision and/or security services during the agreement period. Children must be supervised at all times during the agreement period.

Section D. Cancellation and Refund Policy

Cancellations made more than 21 days prior to the event will receive a security deposit refund, less a \$25 cancellation fee. Refunds will not be issued for cancellations made less than 21 days prior to the scheduled event. The city is not responsible for weather conditions. If a scheduled event is rained out, the renter may call 72 hours after an event to reschedule based on availability.

Equal Opportunity

All activities taking place in the NCCC must be open to all persons, regardless of age, sex, race, religion, national origin or physical handicaps. It is the responsibility of the User to provide any and all reasonable accommodations for persons with disabilities in accordance with the Americans with Disabilities Act.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BY
XILIN-1 DATE (MM/DD/YYYY)
09/01/06

| | | |
|--|---|---------------|
| PRODUCER Insurance Co. Name Address Phone Number | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Organization Name Address Phone Number | INSURER A: National Specialty - Westland | |
| | INSURER B: Virginia Surety Company Inc | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|---|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | NSD0621609 | 04/23/06 | 04/23/07 | EACH OCCURRENCE \$ 100000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 20000 MED EXP (Any one person) 0 PERSONAL & ADV INJURY 000 GENERAL AGGREGATE 000 PRODUCTS - COMP/OP AGG 000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| B | WORKERS COMPENSATION EMPLOYER'S LIABILITY ANY PROHIBITED/PAID/CHERISHED OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, under what provisions? | | | | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Naperville, its officers, directors, employees, agents and assigns, the Naperville Municipal Band and The Naperville Park District, 320 W Jackson are named as additional insured.

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| CERTIFICATE HOLDER The City of Naperville 400 S. Eagle Street Naperville, IL 60540 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|--|---|