

# **VILLAGE OF HOFFMAN ESTATES**

## **Village Green and Amphitheater**

### **Policies and Procedures**

#### **(June 2010)**

#### **Section 1 - Purpose**

The Village Green is a 12 acre passive park within Prairie Stone for recreational purposes. The Village Green features an open-air amphitheater with informal seating on grass terraces for a thousand persons, with overflow seating for another thousand persons on the adjacent grassy hillside and a restroom/concession building. The Village Green was created to provide a site for passive recreation on a site that features restored wetlands and grassy open spaces. The amphitheater is available to Hoffman Estates citizens, businesses, organizations, and others on a first come, first served basis. The Policies and Procedures are provided to those who are interested in sponsoring an event at the Village Green, including the amphitheater.

The primary purpose of the Village Green and amphitheater is to provide an outdoor facility for presenting programmed events to the residents and corporate citizens of Hoffman Estates. Secondly, the Village Green provides a park setting in the midst of Prairie Stone, a high-quality business park. The amphitheater provides a venue for concerts, plays, and similar events while the 12 acre setting provides opportunities for art fairs, cultural events, corporate picnics, and other events for the residential and business communities. The Village Green will be used on a formal basis for scheduled events, and more frequently on an informal basis as a passive park.

#### **Section 2 - Priorities for Scheduling the Facility**

The following priorities have been established for scheduling events at the Village Green and amphitheater.

1. Village sponsored programs.
2. Hoffman Estates residential citizen requests.
3. Hoffman Estates commercial/business requests.
4. Other governmental units whose residents predominantly live within Village boundaries.
5. Organizations and groups whose members are predominantly Village residents.
6. Organizations and groups whose members are not predominantly Village residents.

The Village reserves the right to refuse bookings at any time. By granting permission to allow a particular group to use this facility, the Village is not endorsing the opinions and philosophy of that particular group.

### **Section 3 - Hours of Use**

Use of the Village Green is limited to the following time restrictions. Monday-Thursday from 8:00 a.m.-10:00 p.m., Friday and Saturday from 8:00 a.m.-11:00 p.m., Sunday from 12:00 noon-10:00 p.m. Violators will be subject to forfeiture of security and maintenance deposits.

Exceptions can be made only through written application and approval of the Village Manager.

### **Section 4 - Application for Use**

Written application for use with complete information must be made on a form provided by the Village of Hoffman Estates (Village Hall, 1900 Hassell Road, Hoffman Estates, IL 60169). Use of the facility includes only those areas and equipment specifically stated on the application for use. Any group which uses additional areas and/or equipment will be assessed accordingly.

The amphitheater is made available for use May 15 through September 15. Applications for use will not be accepted less than ten days prior to the date requested.

(See attachment for application form.)

In addition, applicant shall be required to obtain a concert license (\$100.00) from the Village Clerk's Office for any concert (for fee or for free) not sponsored by the Village.

### **Section 5 - Rental Fee**

The rental fee for use of the Village Green and/or amphitheater shall be assessed to offset any and all Village costs related to a particular event. The fee is calculated according to the size of the event, with \$100 for a small event (< 25 persons) requiring little involvement by Village staff, \$175 for a medium sized event (25-100 persons), and \$250 for a large event (> 100 persons). Thus, the fee will depend upon the type and complexity of the event. With the applicant's input, the fee will be calculated at the time of permit review. The rental fee shall be submitted with the application. All checks should be made payable to the Village of Hoffman Estates.

### **Section 6 - Waiver of Fees**

The Village may, at its sole discretion, waive any or all fees associated with a usage of the Village Green or amphitheater by a group or organization, provided said use is determined to serve the recreational and/or civic interests of a significant cross section of the community.

## **Section 7 - Security and Maintenance Deposit**

A refundable security and maintenance deposit of \$1,000.00 is required 72 hours prior to use.

This deposit is assessed in addition to rental fees to cover the cost of any damages, maintenance fees, or the replacement of lost or stolen equipment. The deposit may also be used to cover additional payments for Village services, including overtime, additional services, or equipment. The deposit will be refunded in full or part based upon an assessment of the facility immediately after a group's use. This requirement may be waived according to the user and use by the Village Manager.

## **Section 8 - Certificate of Insurance**

To secure its obligation of indemnity, the renter must obtain liability insurance written in the name of the renter with the **Village of Hoffman Estates as additional insured**. Liability coverage must be at least \$1,000,000 per occurrence for personal injury and \$100,000 per occurrence for property damage. A certificate of such insurance must be filed with the Village 72 hours before the facility may be used. This requirement may be waived according to the user and use by the Village Manager.

Most events will require parking on adjacent privately owned parking lots, and insurance certificates for those owners will also be required. Their insurance requirements and limits may be different than the Village's. The following shall also be included as additional insureds:

- ◆ Prairie Stone Property Owners Association
- ◆ Prairie Stone Commons Property Owners Association
- ◆ Pratum Partners, LLC, its affiliates, subsidiaries, agents and mortgagees
- ◆ Sears Holdings Management Corporation, on behalf of itself, its affiliates and subsidiaries
- ◆ ConopCo. Realty & Development, Inc.
- ◆ JF McKinney & Associates Ltd.
- ◆ YP Trillium, LLC
- ◆ Younan Properties, Inc.
- ◆ Village of Hoffman Estates
- ◆ Two Park Center (**for parking only in the lot west of the Two Park Center**)

## **Section 9 - Cancellation by the Village**

If for any reason, in the judgment of the Village Manager, the Village Green or amphitheater should not be used, then the Village reserves the right to terminate the contract or reschedule a use. The renter agrees that its only claim upon the Village shall be for the refund of any monies paid for the use of the premises. The renter waives any claim for damages for compensation other than the return of rental fees in the event that this contract is terminated.

## **Section 10 - Refund Policy**

Cancellation of reservations by fault of the renter must be made in writing to the Village and will result in loss of the fees paid according to the following schedule:

One week to one month prior to the event:	100%
One month or more prior to the event:	50%

The Village will refund the complete maintenance and security deposit if all the conditions of the Policies and Procedures are met.

## **Section 11 - Use of Name**

The name of the Village of Hoffman Estates, Village Green, or amphitheater may not be used in any way except as a description of location. To use these names for any other purpose, the applicant must receive written permission from the Village. The address of the amphitheater is: 2850 Pratum Avenue, Hoffman Estates, IL 60192.

## **Section 12 - Food and Beverages**

In accordance with Village policy and state law, the possession of and/or consumption/use of alcoholic beverages or drugs, is strictly prohibited. Food and non-alcoholic beverages must be disposed of and removed from the Village Green immediately upon conclusion of the event. Permission for selling any concessions must be obtained from the Village. The restroom/concession building is available for such purpose.

## **Section 13 - Substances of an Explosive or Highly Flammable Nature**

In accordance with the Hoffman Estates Municipal Code, individuals or organizations will not use or permit the use upon the premises of any substances of any explosive or highly flammable nature. Exceptions may be granted by the Village for artistic reasons if the request is made in writing and the group can prove that the safety of participants is not threatened by the use of such items.

## **Section 14 - Light and Sound Equipment**

The event sponsors are responsible for providing any light and sound equipment desired for a particular event. Electrical power (110V) is available at the amphitheater. Sponsors should contact the Village with the power requirements of such equipment and to obtain a key to the electrical cabinets. A key deposit (\$20) will be required to ensure the prompt return of the keys.

## **Section 15 - Stage Work/Set Design/Rigging**

Event sponsors are responsible for any stage equipment or backdrops. The amphitheater tensile structure was not designed to support backdrops, scenery or any other items hung from the structure. All backdrops must be ground supported.

## **Section 16 - Storage**

No storage is available at the amphitheater. All materials (other than backdrops) and equipment must be removed immediately after each event. The Village is not responsible for damage to any materials or equipment. Any costs incurred by the Village for disposal of materials left on the premises will be subtracted from the Security and Maintenance Deposit.

## **Section 17 - Damages**

The Village reserves the right to retain all or part of the Security and Maintenance Deposit for damage and disorder that occurs during a particular group's use. Costs incurred in excess of this deposit for repairing damages not due to normal wear and tear will be billed to the renting organization within ten (10) days of the occurrence. Payment must be made within thirty (30) days of completed facility usage. **For damage to the grass areas, the Village Green landscape contractor shall make all repairs.**

## **Section 18 - Exceptions**

Any exceptions to regulations listed above must be requested at least 30 days prior to the event.

## **Section 19 - Property and Equipment**

Permanent equipment must not be removed or altered under any circumstances. Use of ladders is restricted to Village staff or individuals certified by the Village.

## **Section 20 - Parking**

In order to maximize usable area and green space at the Village Green, no parking has been provided on the Village Green site. However, parking is available adjacent to the Village Green. The specific location of parking will vary with the size of the site. Upon application for approval to use the Village Green and/or amphitheater for a particular event, the Village will analyze parking requirements based on the size of the event and work with the event sponsor to ensure that adequate parking will be available. A copy of the Village's agreement with Sears, Roebuck and Co. (owner of Prairie Stone) regarding parking for Village Green events is available upon request.

Handicapped parking spaces are available at all times at the Park Center Commons parking lot (enter on Pratum Avenue.) Additional parking for handicapped individuals will be provided on an event-by-event basis. The event sponsor should consult with the Village for arrangements depending upon the size of the event.

## **Section 21 - Event Set Up and Clean Up**

The event sponsor will be responsible for all activities related to setting up for an event and cleaning up after an event. The Village Green and amphitheater must be returned to the condition prior to setting up the event. All litter and debris must be picked up and removed from the site immediately upon conclusion of the event or at the end of the day for events over a period of time. If Village personnel are required to assist with either set up or clean up, staff time and equipment charges will be assessed at a “hireback” rate reflecting the cost of hours performed outside the normal work day as applicable. Requests for Village services will be considered and may be provided as work schedules permit.

## **Section 22 - Admission Fees**

The Village Green and amphitheater are intended for use by the general public, including citizens and corporate citizens of Hoffman Estates. Admission fees will not be charged for events without the approval of the Village.

## **Section 23 - Concessions**

Sponsors may request permission to allow sales of food and beverages at events. Sale and or consumption of alcoholic beverages is not permitted (see Section 12). Food and beverage preparation and sales must be in compliance with the Village code and all other applicable codes and regulations. A Hoffman Estates business license is required for all concessionaires. The event sponsor is responsible for clean up and garbage removal. The Village Green service building is available (upon request) for concessions. The service building is not equipped for food preparation. Pre-packaged foods and beverages may be distributed from the counter. Event sponsors are required to obtain keys from the Village at the Village Hall during normal working hours (8:30 a.m.-5:00 p.m., Monday through Friday) prior to the event and return the keys immediately after the event. A key deposit (\$20) will be required to ensure the prompt return of keys. Potable water is available at the Village Green service building. The event sponsor is responsible for any and all damage to the service building during the event.

## **Section 24 - Restrooms**

Restrooms are available in the Village Green service building. Keys for the restrooms may be obtained at the Village Hall during normal working hours (8:30 a.m.-5:00 p.m. weekdays) prior to the event. Restrooms should be locked immediately after the event and keys returned to the Village promptly. A key deposit (\$20) will be required to ensure the prompt return of the keys. The event sponsor is responsible for cleaning and removing trash, as well as any and all damage to the service building during the event.

## **Section 25 - Pets**

No pets shall be allowed in the Village Green area.

**Section 26 - Submittals to Village of Hoffman Estates and ConopCo Realty & Development, Inc. (on behalf of the Prairie Stone Property Owners Association)**

The following submittals are required **at least two weeks** before the scheduled event is to be held.

1. Site plan showing where any temporary structures will be located (map of Village Green attached). If any temporary structures are staked in the ground, a fee will be charged to have the underground sprinklers located and staked out by the Village Green landscape contractor. The fee charged by the Village Green landscape contractor is to be paid by the event organizer. If there is landscape damage, the Village Green's landscape contractor will do the work, to be paid by event organizer.
2. Completed Certificate of Insurance faxed to the Village of Hoffman Estates and ConopCo Realty & Development, Inc. (copy of requirements attached).
3. If additional parking is needed, approvals must be obtained at least two weeks before the scheduled event from adjacent property owner(s) and/or the Prairie Stone Property Owners Association.

# VILLAGE OF HOFFMAN ESTATES

1900 Hassell Road  
Hoffman Estates, IL 60169  
(847) 882-9100

## OFFICE USE ONLY

Date Received \_\_\_\_\_  
Date Approved \_\_\_\_\_  
Approved By \_\_\_\_\_  
Deposit Received \_\_\_\_\_  
Cert. of Ins. Received \_\_\_\_\_

### VILLAGE GREEN AGREEMENT FOR USE

Date Submitted: \_\_\_\_\_

Applicant (Individual or Organization): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Event Duration \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Circle Day(s):            Monday   Tuesday   Wednesday   Thursday   Friday   Saturday   Sunday

Description and Purpose of Event: \_\_\_\_\_

Circle each that applies:

Amphitheater:	Yes	No	Stage Equipment:	Yes	No	Restrooms:	Yes	No
Sound/Light Equipment	Yes	No	Concessions:	Yes	No			

Number of People Anticipated: \_\_\_\_\_

In consideration for such Agreement, the applicant (and Responsible Party, if applicable) agrees, jointly and severally:

- A. To pay in consideration of the grant of such license the sum of \$\_\_\_\_\_ dollars, payable at the time of submission of this Agreement to the Village of Hoffman Estates. If this Agreement is not executed by and on behalf of the Village of Hoffman Estates, the said sum shall be returned to the payer. The Agreement shall become effective only on the date of execution by the Village of Hoffman Estates.
- B. To comply with and abide by all rules and regulations of the Village of Hoffman Estates, including the Village Green Policies and Procedures, in effect during time period specified, and to remove all refuse and debris from Premises.
- C. To provide insurance coverage to the Village and other entities as listed in the Policies and Procedures in the amounts specified.



- D. To be liable for and to reimburse the Village of Hoffman Estates for any and all damage and injury done to property of the Village of Hoffman Estates, whether by applicant or any other person using the premises pursuant to this Agreement.
- E. To hold harmless and indemnify the Village of Hoffman Estates, its agents, employees and Trustees, for any loss, injury or claim therefore made or suffered by any person or persons using Premises during the period specified below.
- F. Applicant shall not use the name of the Village of Hoffman Estates in conducting any activity upon or use of Premises.
- G. The Village of Hoffman Estates does not extend its liability insurance coverage, if any, to Applicant, Responsible Party and any other person or property using Premises under this Agreement.
- H. No admission fees may be collected without Village Board approval.
- I. To obtain a concert license for any free or for fee concert not sponsored by the Village.

This Agreement is granted for the date(s) and time(s) indicated above. The Village of Hoffman Estates, at its sole and unfettered election, may cancel this Agreement at any time without notice.

Signature by the applicant below indicates that the applicant is a duly authorized representative of the organization utilizing the Village Green and has read the above Agreement and the Village Green and amphitheater Policies and Procedures. The applicant agrees to release the Village of Hoffman Estates and its employees, agents and Trustees of any liability which the undersigned, Licensee and the persons using Premises pursuant hereto, may incur while on Premises.

\_\_\_\_\_  
Applicant's signature (Individual or Organization)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Responsible Party or Organization

\_\_\_\_\_  
Date

I \_\_\_\_\_, \_\_\_\_\_  
Name Title

of \_\_\_\_\_ agree that while the  
Organization

\_\_\_\_\_ uses the Village Green Amphitheater that  
Organization

\_\_\_\_\_ organization will comply by the  
Americans with Disabilities Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VILLAGE GREEN  
CERTIFICATE OF INSURANCE REQUIREMENTS**

**Coverages:**

- ◆ Commercial General Liability - Per occurrence with the Prairie Stone Property Owners Association as:
- ◆ Additional Insured\* - **Minimum \$1,000,000**
- ◆ Motor Vehicle Insurance\*\* - Combined single limit per occurrence\* - **Minimum \$1,000,000**
- ◆ Workers Compensation with waiver of subrogation in favor of the Prairie Stone Property Owners Association and the Village of Hoffman Estates - **Statutory Requirements**
- ◆ Employer's Liability - Per accident and per disease\* - **Minimum of \$100,000**

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**Additional Insured's:**

- ◆ Prairie Stone Property Owners Association
- ◆ Prairie Stone Commons Property Owners Association
- ◆ Pratum Partners, LLC, its affiliates, subsidiaries, agents and mortgagees
- ◆ Sears Holdings Management Corporation, on behalf of itself, its affiliates and subsidiaries
- ◆ ConopCo Realty & Development, Inc.
- ◆ JF McKinney & Associates Ltd.
- ◆ YP Trillium, LLC
- ◆ Younan Properties, Inc.
- ◆ Village of Hoffman Estates
- ◆ Two Park Center (for parking only in the lot west of the Two Park Center)

**Certificate Holder:**

ConopCo Realty & Development, Inc.; 5450 Prairie Stone Parkway, Suite 170; Hoffman Estates, IL 60192; ATTN: Aris Hantgos

***THE CERTIFICATE OF INSURANCE FOR THE ABOVE SHOULD BE FAXED AT LEAST TWO WEEKS BEFORE YOUR EVENT TO CONOPCO REALTY & DEVELOPMENT, INC., ATTN: JACKIE LIBRICZ, AT 847.645.5050.***

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**Additional Insured's:**

- ◆ Prairie Stone Property Owners Association
- ◆ Prairie Stone Commons Property Owners Association
- ◆ Pratum Partners, LLC, its affiliates, subsidiaries, agents and mortgagees
- ◆ Sears Holdings Management Corporation, on behalf of itself, its affiliates and subsidiaries
- ◆ ConopCo Realty & Development, Inc.
- ◆ JF McKinney & Associates Ltd.
- ◆ YP Trillium, LLC
- ◆ Younan Properties, Inc.
- ◆ Village of Hoffman Estates
- ◆ Two Park Center (for parking only in the lot west of the Two Park Center)

**Certificate Holder:**

Village of Hoffman Estates; 1900 Hassell Road; Hoffman Estates, IL 60169

***THE CERTIFICATE OF INSURANCE FOR THE ABOVE SHOULD BE FAXED AT LEAST TWO WEEKS BEFORE YOUR EVENT TO THE VILLAGE OF HOFFMAN ESTATES, ATTN: KATHY REDELMANN, AT 847.781.2679. THE VILLAGE ALSO REQUIRES A POLICY ENDORSEMENT.***

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\*Total per occurrence/accident limits may be satisfied with any combination of primary and excess or umbrella liability policies.

\*\*Motor vehicle insurance may be obtained through non-owned and hired coverage on contractor's commercial general liability policy if contractor has no owned vehicles (e.g., temporary employment agency).

All insurance policies obtained by the contractors and subcontractors must be with insurance companies rated "A-/VII" or better by Best Insurance Reports published by A.M. Best Company. The Best Rating signifies that the insurance company has strong financial statements and a policyholder surplus of at least \$50 million.