

## **VILLAGE OF LANSING FOX POINTE USAGE POLICY**

Fox Pointe is a premier outdoor entertainment venue located in the Village of Lansing. It is designed for events such as large music concerts or shows; large picnics or gatherings, including corporate picnics or large organization events; and festivals, including multi-day music, art, or food festivals.

This policy information is provided to those who want to have an event at Fox Pointe (hereinafter, the “Event Applicant” or “Event Applicants”). This policy contains the information needed to register such an event and obtain any required licenses or permits for Fox Pointe. The Event Applicant should keep this policy for reference.

All Event Applicants are required to fill out in full the Application for Use of Fox Pointe (separate document) and submit it with the requested documentation to the Village of Lansing’s Director of Venue Operations (the “*Director*”). Any Event Applicants must inform the Director of any and all amendments to their submitted Application for Use. The purpose of the Application for Use and the Fox Pointe Usage Policy (the “*Policy*”) is to ensure that the responsibilities of all parties are agreed to and understood, that all events at the Fox Pointe proceed in a uniform fashion, and that all guidelines are followed.

By granting permission to allow a particular group to use Fox Pointe, the Village is not endorsing the opinions and philosophy of that particular group. Where appropriate in this application, the term “Event Applicant” or “Event Applicants” refers to the point person for an event at Fox Pointe that is being considered by the Village. This point person is required to be physically present at Fox Pointe for the duration of the event.

### **2. Description of Facilities**

- **Amphitheater – 60’ wide and 40’ deep with full in-house production and LED ceiling light available**
- **Pavilion – 40’ wide and 90’ deep – accommodates a variety of table and seating arrangements**
- **Concessions Building – allows for both food and beverage service options**
- **Restrooms Building – climate controlled and monitored for cleanliness during events**

### **3. Availability of Venue**

Fox Pointe is available to interested groups on a first-come, first-served basis. Use of Fox Pointe is limited to the following times: 11 a.m. to 10:30 p.m. weekdays, and 10 a.m. to 11:30 p.m. on weekends.

Deadlines for submission of an Application for Use are as follows:

- Outdoor entertainment events: 60 days prior to event.
- Corporate or large organization events: 60 days prior to event.
- Weddings: 90 days prior to event.

### **4. Rental Fees**

Daily rental fees for use of Fox Pointe shall be assessed as follows:

- Sunday through Thursday use of facility:
  - Resident: \$1,000 per day
  - Non-resident: \$1,500 per day
- Friday and Saturday use of facility:
  - Resident: \$1,250 per day
  - Non-resident: \$1,750 per day

Rental fees cover only use of the facility and must be submitted with the finalized Application for Use. The rental fees do not include the Damage Deposit referenced in section 5 of this application or costs associated with security and medical personnel as referenced in sections 9 and 10 of this application. All checks must be made payable to the Village of Lansing-Fox Pointe.

### **5. Damage Deposit**

A separate and refundable Damage Deposit of \$1,000, via paper or electronic check, is required upon approval of the Application for Use. This Damage Deposit is separate from the rental fees for Fox Pointe referenced in section 4 of this application.

In most cases, the Damage Deposit will be refunded within 14 business days after an event. When the cost of damages does not exceed the amount of the Damage Deposit, whole or partial refunds of the Damage Deposit shall be based upon an assessment of the Fox Pointe facilities and grounds immediately after a group's use, as described in section 34 of this application (Post-Event Walk-Through). The Event Applicant hereby authorizes the Village to deduct from the Damage Deposit a sum sufficient to repair any damages or cover any related expenditures resulting from the Event

Applicant's use of Fox Pointe and its buildings, grounds, and equipment, including but not limited to the replacement of any lost or stolen equipment.

In cases in which the cost of damages or the amount of related expenditures individually or cumulatively exceeds the amount of the Damage Deposit, the Event Applicant hereby agrees to cover such costs of damages and/or related expenditures. In such cases, the Village shall present a written statement of damages and/or related expenditures to the Event Applicant within 14 business days after the event. Payment must be made within thirty (30) days of receipt.

**6. Proof of Insurance**

The Village may, at its sole discretion, require an Event Applicant to obtain liability insurance written in the name of the Village of Lansing as insured. If liability insurance is required, the event being covered by the insurance must be named on the insurance certificate.

If liability insurance is required, the Event Applicant will be permitted to hold an event only if approved insurance documents are finalized and provided to the Director. Insurance coverage must be on file with the Director and the Village Administrator, a minimum of thirty (30) days prior to the use of the Fox Pointe for the event. In certain cases, depending on the event, the Event Applicant may also be required to obtain supplemental insurance coverage.

**7. Review and Approval of Application for Use**

Following review of the Application for Use, the Village shall: 1) approve the Application for Use, 2) note any changes on the Application for Use that may be needed in order to approve it, or 3) deny the Application for Use. Submission of an Application for Use shall not guarantee approval by the Village. An approved Application for Use shall take precedence over the general guidelines stated in this application.

**8. Waiver of Fees**

The Village may, at its sole discretion, waive any or all fees associated with Fox Pointe on behalf of a group or organization, provided the proposed use of the group or organization is determined to serve recreational or civic interests. The Village may require groups or organizations to provide evidence of 501(c)(3) status.

**9. Security Requirements**

Security is required for all events at Fox Pointe. The size, scope, and risk of the event, among other concerns, determines the scope of security coverage that will be required. The Director will determine the scope of security coverage required and provide all rates for security personnel. The Event Applicant **must** inform the Director about any event involving high-profile attendees, guest

speakers, or other special arrangements requiring security and must receive separate approval for such an event in writing from the Director.

Event Applicants are responsible for the actions and conduct of any and all persons and organizations at their events. Children under 18 must be supervised at all times. The Village and its security personnel reserve the right to request that any person or group of people acting contrary to rental regulations immediately leave the premises.

#### **10. Ambulance and Medical Personnel**

The Director reserves the right to require onsite coverage by Emergency Medical Services (EMS) personnel for events at Fox Pointe. The Director of Fox Pointe and Village Administrator will determine the type and scope of EMS coverage required for an event based on an overall review and assessment of the event. Any and all costs for the services provided in this Section are the sole responsibility of the Event Applicant.

#### **11. Posting Advertisements and General Publicity**

All promotional materials and websites associated with an event at Fox Pointe must be reviewed by the Director prior to dissemination and distribution. The names of Fox Pointe and the Village of Lansing, and their associated seals, marks, or symbols, are registered trademarks and therefore require permission from the Village to use.

#### **12. Equipment and On-Site Technician Requirements**

The Director may require a Village-approved equipment technician to be on-site before, during, and after an event and while any facility or building associated with Fox Pointe is being used. Any and all costs for the services provided in this Section are the sole responsibility of the Event Applicant.

#### **13. Event Set-Up and Clean-Up**

Personnel designated by the Village will handle and be responsible for set-up, tear-down, and clean-up of events at Fox Pointe. All property belonging to the Event Applicant or the Event Applicant's invitees, guests, agents, or subcontractors shall be delivered and removed on the day of the event. Event Applicants may contact the Director to request earlier or later access to Fox Pointe for set-up or clean-up purposes.

If there is property that has been pre-set for an event, the Village shall not be responsible for any loss or any damage to any or all of the Event Applicant's property. The Event Applicant agrees to indemnify and hold the Village harmless from any claims, losses damages and expenses, including

reasonable attorney fees, of any nature, for property damage arising out of the Event Applicant's access to Fox Pointe based upon the Policy.

**14. Stage Work/Set Design/Rigging**

Event Applicants are responsible for any Amphitheater stage equipment or backdrops and must consult with the Venue Director or the Director of Entertainment & Programming regarding these provisions. Limousines, vans, and other large vehicles adhering to weight limits for Village streets may drive up to the backstage area before a performance.

**15. Light and Sound Equipment**

Event Applicants must use the Village's light and sound equipment for their event. No additional loudspeakers or sound system equipment are permitted without written approval from the Director. Event Applicants should contact the Director of Venue Operations or the Director of Entertainment & Programming to discuss the power requirements of their equipment.

**16. Amplified Sound**

No amplified sound may take place anywhere at Fox Pointe after the following times:

- 9:45 p.m. on weekday evenings.
- 10:45 p.m. on weekend evenings.

**17. Parking**

Ample parking is available for Fox Pointe events in lots adjacent to and around the venue and on streets surrounding the venue. The Village will analyze parking requirements based on the size of the event and work with the Event Applicant to ensure that adequate parking will be available.

**18. Closure or Use of Public Way**

The Village will determine all routes for events requiring the closure or use of a public way (including sidewalks and street crossings). Event Applicants are responsible for the costs of all traffic-control services, including but not limited to services provided by local traffic and law enforcement agencies or companies.

**19. Admission Fees**

Admission fees for events at Fox Pointe must be approved by the Director.

**20. Signage and Decorations**

The Village will handle the printing and posting of all appropriate signage in the venue that provides directions and other information, including but not limited to entry, exits, ticketing, restroom locations, disability drop-off/pick-up, food/beverage, and parking. Any signage printed by an entity other than the Village must be approved by the Director. Fastening or attaching any rope, sign, banner, flyer, or other object to any tree, shrub, or landscape feature at Fox Pointe is strictly prohibited. No markings of any kind are permitted on sidewalks or pathways.

All signage must adhere to the sign provisions of the Code of Ordinances of the Village of Lansing, Cook County, Illinois. The Village will remove all signage at the end of the event and return the signage to the Event Applicant. The Village is not responsible for damages to any signage.

No outside decorations are permitted at Fox Pointe without the express written permission of the Director. This includes but is not limited to the use of birdseed, rice, confetti, flower petals, balloons, glitter machines, fog machines, and bubbles.

**21. Ambassadors and General Event Staffing**

The Village will provide event ambassadors for crowd control in both the seating area, ticketing gates, interior pathways, and any other areas in and around Fox Pointe that are determined in need of appropriate usher attendance. Event Applicants must provide to the Director an estimate of projected attendance for their event. Any and all costs for the services provided in this Section are the sole responsibility of the Event Applicant.

**22. Food and Beverages**

Catering

No outside food or beverages are permitted at Fox Pointe except with the express written permission of the Director. Catering may include, but not necessarily be limited to, the provision of linens, dinnerware, glassware, flatware, tables, chairs, chair coverings, cake stands, and centerpiece items.

### Alcoholic Beverages

Any and all beverages for the event will be provided by the Village as set forth in the Application for Use.

No outside beverages are permitted at Fox Pointe except with the express written permission of the Director. No liquor shots are permitted.

Any and all alcoholic beverages during the event, including during set up and clean up, must be served by bartenders employed by the Village and certified through the State of Illinois' Beverage Alcohol Sellers and Servers Education and Training (BASSET) program.

Absolutely no alcoholic beverages may be removed from Fox Pointe during or after the event.

Any and all costs for the services provided in this Section are the sole responsibility of the Event Applicant.

### **23. Permanent Restrooms and Portable Restroom Facilities**

Permanent restroom facilities at Fox Pointe are limited and available in a separate Restrooms Building. The women's restroom includes six regular stalls with doors, one handicapped stall with a door, and four sinks. The men's restroom includes three urinals, three regular stalls with doors, one handicapped stall with a door, and four sinks. The Village will cover the cost of servicing and stocking the permanent restroom facilities during an event.

The Event Applicant is solely responsible for providing any necessary portable restrooms during an event. If the restroom provided is of the portable trailer type, the restroom vendor must provide a gas-filled generator to power the unit during the event. The designated restroom vendor must discuss requirements with and provide the following to the Director and the Village Administrator at least fourteen (14) days prior to the event:

1. Day-of Schedule including arrive time and duration of service; and
2. Space requirements, special needs, and serving layout; and
3. Written confirmation that a generator is being provided for any washroom trailer.

### **24. Smoking**

Smoking is prohibited on the grounds of Fox Pointe and in all Fox Pointe facilities, including the Amphitheater, Pavilion, Concessions Building, and Restrooms Building; within 15 feet of any entrance to Fox Pointe; or in any municipal parking lots. Event Applicants must ensure that those who wish to smoke leave Fox Pointe through an area designated as the main entrance to the event. Event Ambassadors will ensure that those leaving to smoke have a ticket, stamp, or other admission identification to show upon return.

**25. Camping at Fox Pointe**

Camping or sleeping out at Fox Pointe is prohibited.

**26. Permanent Property and Equipment**

Permanent property and equipment at Fox Pointe must not be removed or altered under any circumstances. Use of ladders is restricted to Village staff.

**27. Storage**

No storage is available at Fox Pointe. 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.

**28. Substances of an Explosive or Highly Flammable Nature**

In accordance with the Code of Ordinances of the Village of Lansing, Cook County, Illinois, individuals or organizations will not use or permit the use upon the premises of any substances of any explosive or highly flammable nature, including but not limited to sparklers and fireworks. Bonfires and open flame are prohibited.

**29. Firearms**

Firearms are prohibited at Fox Pointe, in accordance with applicable sections of the Firearm Concealed Carry Act, 430 ILCS 66/1 *et seq.*, and insofar as permitted by law. *See* 430 ILCS 66/(a)(1), (5), (10), and (11); 430 ILCS 66/(a-5).

**30. Animals**

No pets shall be allowed anywhere at Fox Pointe, including on the sidewalks and in the grassy areas. Service animals used by persons with disabilities in accordance with the ADA are permitted, and must remain on a leash or in a harness and under the direct control of the owner at all times.

**31. Force Majeure**

Neither the Village nor the Event Applicant shall be liable under an approved and executed Application for Use by reason of any failure or delay in the performance of any obligations as a result of strikes, shortages, riots, insurrection, fires, floods, unusually severe weather conditions, explosions, acts of God, war, governmental actions, labor conditions, earthquakes or other natural disasters, material shortages, or any other cause which is beyond the reasonable control of the Village or Event Applicant.

Event Applicants agree that their only claim upon the Village in such circumstances shall be for the refund of any monies paid for the use of the premises and hereby waive any other claims for damages or compensation. No rain dates or refunds will be granted for inclement weather, except as otherwise determined by the Director and Village Administrator.

**32. Cancellation by Event Applicant**

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

Less than thirty (30) days prior to the first day of the event:	100%
Thirty (30) days or more prior to the first day of the event:	50%

**33. Pre-Event Walk-Through**

One week prior to the event, the Event Applicant must schedule a Pre-Event Walk-Through with the Village. All event details will be discussed at Fox Pointe at this time. The Event Applicant should come to the Pre-Event Walk-Through with prepared event documents to ensure that all last-minute items are prepared and confirmed.

**34. Post-Event Walk-Through**

A Post-Event Walk-Through will be scheduled for the day following the event to review the overall condition of Fox Pointe after the event. The Event Applicant and the Director or designee will walk through the site. The Director or designee will submit comments to the Village regarding the status of the Fox Pointe grounds, buildings, and equipment.

The Event Applicant will be responsible for assuming all charges if it is found that damage occurred to any part of Fox Pointe, including but not limited to the Amphitheater, Pavilion, restroom building, concessions building, pathways, sound pad, and landscaping, by those who attended an event hosted by the Event Applicant.

**35. Exceptions**

Except as otherwise noted, any exceptions to any provisions listed in this application must be requested in writing to the Director and the Village Administrator.

**36. Right of Refusal or Modification**

The Village reserves the right to refuse a request to book Fox Pointe if it's deemed advisable and in the best interest of the health, safety, and welfare of the residents of Lansing. Additionally, modifications to any section of this usage policy may be considered if deemed advisable and in the best interest of the health, safety, and welfare of the residents of Lansing.