**VILLAGE OF PESOTUM**

**COMMUNITY BUILDING USE APPLICATION**

**(SUBMIT TO VILLAGE CLERK)**

**Date:**  **Applicant Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number:

(If Different Than Above)

Address: Email Address:

**Please Identify Which of the Following Best Describes the Applicant**

\_\_\_\_\_ Community or Civic Organization

\_\_\_\_\_ Village of Pesotum Resident or Organization Operated by Village of Pesotum Resident

\_\_\_\_\_ Non-Village Resident or Other Organization

**REQUESTED USE PERIOD:**

**Date: Event Start Time:**

**Event End Time:**

\* The Community Building will be available 1 hour prior to a scheduled event, for decorating and/or preparation for the intended use. It will also be available for 1 hour following the scheduled end-time of the event, for clean-up. If additional time is required, please identify how much time is sought and the Village of Pesotum will consider and respond to that request.

**PURPOSE OF BUILDING USE:**

**NUMBER OF ATTENDEES EXPECTED:**

**Number of Attendees May Not Exceed Community Building Capacity at Any Time**

**I have read and understand the policies and procedures for Community Building Use as outlined by the  
Village of Pesotum and understand that I am responsible for any damage to the Community Building, resulting from Applicant’s use.**

**Applicant Signature Date**

**\*\* SUBMIT APPLICATION, COPY OF DRIVER’S LICENSE AND CHECK(S) TO:**

**VILLAGE OF PESOTUM, ATTN: VILLAGE CLERK**

**P.O. BOX 200, PESOTUM, IL 61863-0200**

**Village of Pesotum Use Only:**

**Classification of User: Community or Civic Organization Pesotum Resident or Organization Individual or Other**

**Driver’s License Received:**

**Date of Deposit: Amount of Deposit: Method of payment:**

**Use Application Request: \_\_\_\_\_\_ Approved**

**\_\_\_\_\_\_ Denied \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Basis for Denial**

**Post-Use Condition:**

**Date of Refund: Amount of Refund: Add’l Damages claimed:**

**Village of Pesotum**

**Community Building Use Policies and Procedures**

The Village of Pesotum Community Building, located at 103 East Lincoln Street, Pesotum, Illinois, is hereby made available for public use subject to the following rules and procedures, and at the sole discretion of the Village Board.

1. ***Use and Limitation***. Community Building use is available to any individual or organization for any use found to be acceptable upon application to the Village of Pesotum, which reserves the right in its sole discretion to refuse any application.
2. ***Reservations and Preference***. Applications must be submitted at least fourteen (14) days prior to the planned use or event. Preference will be given to users in the following order:
   1. *Village Use*. Meetings of the Board of Trustees, any committee thereof, or a related board (such as the Zoning Board of Appeals). In addition, the Village Board, reserves the right to cancel any reservation as it deems necessary for carrying out business on behalf of the Village of Pesotum. The Community Building is not available the first and third Wednesdays of each month, beginning at 5 PM.
   2. *Community or Civic Organizations*. Any group recognized by the Village Board of Trustees as having the purpose of being dedicated to the betterment of the general public may be considered a Community or Civic Organization.
   3. *Village Residents and Other Organizations Operated by Village Residents*. Any Village of Pesotum resident, or organization operated by a Village of Pesotum Resident, and not classified under (a) and (b) of this section.
   4. *Non-Village Residents and Other Organizations*. Any other individual or organization, not otherwise classified under (a), (b), or (c) of this section.
3. ***Security Deposit; Cost of Use*.** 
   1. *Security Deposit*.
      1. A security deposit of $100.00 shall be paid for any Applicant classified under Section 2(b)(c) or (d) above. The Security Deposit shall be refunded if, and only if, the Community Building is returned to the Village in the same condition as existed prior to Applicant’s Use. Failure to do so, solely as determined by the Village of Pesotum, will result in loss of the Security Deposit. Applicant and the Village of Pesotum acknowledge that Village resources are required to remedy any failure in returning the Community Building to its pre-use condition, and it is difficult to identify the value of those resources. As such, retaining the security deposit is intended to cover Village personnel time for minor cleaning resulting from Applicant’s failure to return the Community Building to its pre-use condition.
      2. In addition, Applicant shall be responsible for any damage to the Community Building and may be assessed costs in excess of the Security Deposit. Applicant agrees to pay any assessed damages within 10-days of receipt.
   2. *User Fee*. The user fee is waived for Community or Civic Organizations. There is no charge for Village of Pesotum Residents or Organizations Operated by Village of Pesotum Residents. There is a non-refundable charge of $50.00 per use for any non-resident or other organization.
4. ***Responsibility*.** The Village of Pesotum provides use of the Community Building with the understanding and agreement that the premises will be vacated after said use and left in the same condition as it was at the time access was permitted. The Applicant assumes the sole responsibility for the actions of all attendees, and any and all damage to the building and facilities, or for any costs to return the building and facilities to their pre-use condition.
5. ***Liabilities; Indemnification of Village***. Applicant shall be liable for any and all damages, claims, causes of action, whether to persons or property, related in any manner whatsoever to the Community Building while in the possession of the Applicant. All costs associated with disputes or injuries of any kind or character whatsoever arising out of the use of the Community Building are the responsibility of the Applicant, and the Applicant shall indemnify, defend and hold harmless the Village of Pesotum, its officers, trustees, and employees, from and against any and all such claims, disputes, injuries, causes of action, lawsuits, costs and attorney’s fees related thereto.
6. ***Procedures***. Application for use of the Community Building must be completed in accordance with the following procedures:

a. The prospective user must complete the Community Building Use Application and submit it to the Village through the Village Clerk at least fourteen (14) days prior to the planned use or event, along with (i) a copy of the Applicant or Contact Person’s Driver’s License, (ii) the Security Deposit (for all Applicants), and (iii) User Fee, if applicable.

b. The Village Board, or a member thereof, shall review the Application and approve or deny the use, and a determination will be made regarding whether the Applicant satisfies the conditions for being exempt from paying the User Fee.

c. **The Applicant will be notified of the approved or denied Application.** If approved, the approved Application will be considered a “reservation.”

d. During preparation and use, access is restricted to the main meeting room, kitchen, and restroom facilities.

e. Upon completion of event, all building furniture and other facility property shall be returned to the location it was upon arrival. The premises shall be cleaned in a manner necessary to return it to the same condition it was in immediately prior to the use. All trash must be disposed of by the user.  **There is a trash receptacle outside the back door of the Community Building**. The Pesotum Community Building User Checklist shall be completed, and required actions taken, prior to returning possession of the Community Building to the Village of Pesotum.

f. Village Personnel shall open and close the Community Building based upon the times indicated on the Application. Applicant shall coordinate timing of arrival and departure with Village Personnel. Failure to arrive within 10 minutes of the established time shall result in loss of use, and the Village shall retain any User Fees associated with the reservation.

g. Village Personnel shall be immediately notified of any damage to the Community Building, or in the event of any injury to an attendee.

h. The Community Building shall not be left unattended from the time the Community Building is unlocked, to the time the Community Building is locked by Village Personnel.

i. Village Personnel shall evaluate the condition of the Community Building before, and following, use by Applicant. A list of any damage shall be supplied to Applicant within 72-hours of use. If there is no damage to the Community Building, and it is returned to the Village of Pesotum in its pre-use condition, the Security Deposit shall be released to Applicant within 72-hours of use.

j. Failure to leave the Community Building in its pre-use condition may result in the Village of Pesotum denying all future use applications.

7. ***Restrictions and Prohibitions***. The Village of Pesotum **prohibits** the following within the Community Building:

a. Smoking within the Community Building, or within 15’ of any Community Building door or window.

b. Alcohol use and possession.

c. Use or possession of controlled substances.

d. Possession of weapons, including, but not limited to firearms.

e. Display of sexually explicit materials in the Community Building.

f. Fighting.

g. Any use likely to result in damage to persons or property.

The Community Building use is further governed by all applicable Federal, State, and local statutes, ordinances, and regulations. The Village of Pesotum reserves the right to expand those uses and activities restricted and prohibited within the Village of Pesotum Community Building.

4/20/2022