

**FILED**

MAY 30 2018

*Don H. Hays*  
Sangamon County Clerk

**Resolution No. 14-1**

**WHEREAS**, the Sangamon County Department of Community Resources (the Department) is seeking the approval of the Sangamon County Board (the Board) to host a Poverty Institute on June 13 and 14, 2018 for a total amount of \$27,276 of funding provided by the Community Services Block Grant in the amount of \$17,276 and the PNC Foundation in the amount of \$10,000,

**WHEREAS**, expenditures for the event include \$22,800.00 for tuition for 80 participants at \$285.00 each, \$570.00 Erin's Pavilion space rental, and \$3,906.65 for catering breakfasts and lunches by Nelson's Catering,

**WHEREAS**, the Poverty Institute is sponsored by the Department, PNC Foundation and the Regional Office of Education to provide poverty navigator training and certification to 80 community partners from 34 community organizations to address our local fragmented social services system,

**WHEREAS**, participants include educators, health, justice, social service professionals, and community members who want to better understand poverty and to gain tools for making a difference,

**WHEREAS**, participants will learn to communicate more effectively with those living in poverty (e.g., bridging print and oral cultures), use role play, activities, modeling and dialogue to understand and practice the core concepts, and come away with concrete strategies and materials that can be used right away to make a difference,

**WHEREAS**, The Opportunity Communities model employs a comprehensive approach that builds on the existing strengths of people in poverty, business, social service, education, healthcare, justice, faith-based organizations and community members to make a difference for their region.

**WHEREAS**, subsequent, on-going conversations will continue among event participants at meetings throughout the year to share best practices, successes and challenges to sustain momentum of poverty navigator activity and further improve communication among organizations to better serve households in need,

**NOW, THEREFORE BE IT RESOLVED**, by the members of the Board of Sangamon County, Illinois in session this 12th day of June, 2018 that the County is authorized to enter into contracts with Communication Across Barriers, Erin's Pavilion and Nelson's Catering to provide poverty navigator training to professionals in Sangamon County to work together to better serve households in need in Sangamon County through a poverty institute.

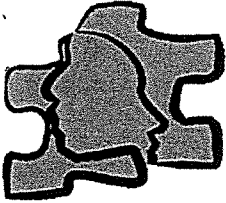
**RECEIVED**  
2660

Respectfully submitted,

*Linda H. Hays* Chairman

MAY 30 2018

Andy Goleman  
SANGAMON COUNTY AUDITOR



# COMMUNICATION ACROSS BARRIERS, INC. CONTRACT FOR SERVICES

## CONTRACT

This CONTRACT FOR SERVICES (this "Contract"), dated as of May 5, 2018 is between Communication Across Barriers, Inc. (the "Company") and Sangamon County Community Resources (the "Client").

### Recitals:

- Company is a for-profit organization providing authentic opportunities for moving people out of poverty.
- Client desires to retain the unique experience, abilities, and services of the Company and Dr. Donna M. Beegle as Educator and Trainer.
- Company agrees to perform the services set forth in this Contract for the Client in accordance with the terms and conditions of this Contract.

The parties agree as follows:

**Term.** The term of this Contract commences June 1, 2018 and shall continue through June 30, 2018 or is amended or terminated by the parties as set forth in Termination of Contract.

**Services.** Company will perform all acts and do all things as may be necessary to properly and efficiently carry out the duties set forth in this Contract. Company will hold the title of Educator and Trainer and its duties will be consistent with this title.

**Best Efforts.** Company will use its best efforts to advance the interests of Client and its affiliates, and will faithfully, industriously, and to the best of its abilities perform the responsibilities and duties described above.

**Workspace.** Company will work remotely and on location, in Springfield, IL (city, state), located at Erin's Pavilion, 4965 S 2nd St, Springfield, IL 62703 (address).

## ASSURANCES

Client will do all things reasonably required in a prompt and timely manner to enable Company to provide services and to otherwise perform our obligations pursuant to this Contract.

## WITHHOLDING

It is solely the responsibility of the Company to report and pay all taxes and other mandated withholdings.

## REMUNERATION

### Consulting Services:

- Client will pay to Company the sum of \$22,800 for the execution of the BEEGLE POVERTY INSTITUTE in Springfield, IL—which represents \$285 per ticket per person (80 person minimum) for 2 days of speaking fees.  
(80) PI tickets x \$285 = \$22,800
- ⑩ Any additional attendees over the 80 mentioned above will be billed at \$285 per person.

### **Food and Snacks**

Client will provide breakfast and lunch for up to 100 attendees (at \$16 per person). The cost for any attendees above the 100 will be paid for by CAB. This will be done by subtracting this amount from the final invoice.

Client will ensure that there is coffee and water and hot water/tea available all day. Client will also provide some afternoon snacks (such as nuts, chocolates, cookies) with maybe some soda and/or iced tea.

### **Materials:**

Materials are provided by the Company in the following quantities and rates:

- a) Poverty Institute participants will receive ALL materials typical for the execution of BEEGLE POVERTY INSTITUTE included in the ticket price. This includes one copy of “*See Poverty ... Be the Difference.*”
- b) Additional quantities of these and other training materials will be available for sale at both institutes.

### **Date and Time:**

The BEEGLE POVERTY INSTITUTE will take place on the dates Wednesday (June 13, 2018) and Thursday (June 14, 2018) from 9:00 AM to 4:00 PM, each day. Registration will take place starting at 8:30 AM on Wednesday, June 13, 2018.

### **Payment Schedule and Registration Lists / Rosters:**

1. Payment for services is included in above outlined ticket prices.
2. Company holds registration on its website (combarriers.com).

## TERMINATION OF CONTRACT

1. **Termination for Cause.** Notwithstanding any provision contained in this Contract to the contrary, Client may immediately terminate this Contract for cause without giving advance notice or additional compensation to Company. "Cause" includes the following conditions:
  - a) Company (i) fails or neglects to perform any of its responsibilities, (ii) engages in any business activity or investment that conflicts or competes with the activities of the Client which is not resolved to the Client's satisfaction within a reasonable period after written notification, or (iii) acts in a grossly negligent, reckless, wanton, or criminal manner that actively, directly, or indirectly affects the interest or reputation of the Client; or
  - b) Company, after receiving, written notice of, and explicit developmental opportunities to address and correct, fails to meet minimum performance standards established by Client, including but not limited to fulfilling performance expectations and goals as established and agreed upon by the Client and the Company outlined above.
2. **Termination Without Cause.** Either Client or Company may terminate this Contract with 30 days notice without cause.

## CONTRACT SUPERSEDES

This Contract supersedes any previous Contract, arrangement, or understanding, whether written or oral, between the parties to this Contract.

## REPRESENTATIONS AND WARRANTIES

Contract represents and warrants to Company that Company is subject to no employment contract or any other contractual obligation that prevents Company from entering into this Contract or from fully performing its duties under this Contract.

## MISCELLANEOUS PROVISIONS

1. **Binding Effect.** This Contract will be binding on and inure to the benefit of the parties' and their respective heirs, personal representatives, successors, and permitted assigns.
2. **Assignment.** Neither this Contract nor any of the rights, interests, or obligations under this Contract may be assigned by Company without prior written consent of the Client.
3. **Amendments.** This Contract may be amended only by an instrument in writing executed by all the parties [which writing must refer to this Contract].
4. **Construction.** The captions used in this Contract are provided for convenience only and will not affect the meaning or interpretation of any provision of this Contract. All references in this Contract to "Section" or "Sections" without additional identification refer to the Section or Sections of this Contract. All words used in this Contract will be construed to be of such gender or number as the circumstances require. Whenever the words include or including are used in this Contract, they will be deemed to be followed by the words without limitation.
5. **Counterparts.** This Contract may be executed in counterparts, each of which will be

- considered an original and all of which together will constitute one and the same Contract.
6. **Facsimile Signatures.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.
  7. **Further Assurances.** Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purpose of this Contract.
  8. **Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Contract.
  9. **Waiver.** Any provision or condition of this Contract may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
  10. **Severability.** If any provision of this Contract is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired.
  11. **Entire Contract.** This Contract (including the documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and Contracts, whether written or oral.

### **Indemnification:**

COMPANY hereby agrees to indemnify and hold the CLIENT harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the COMPANY and which are not caused or materially contributed to by any officer, employee, agent, or other representative of the CLIENT.

Failure of the COMPANY to abide by the terms of this provision shall be deemed a material breach of this agreement and the CLIENT may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.



Signed: \_\_\_\_\_ Date: May 24, 2018  
Charles Forbes / Vice President, Communication Across Barriers



Sangamon County Official

Date: May 25, 2018



# Event Proposal

Start 7:45 am

End 7:45 am

Est Guest Count 90

Booking Contact Sharmin Doering	Booking Tel 217-535-3288	Sales Rep Mindy Beeler	Event Date 6/13/2018 (Wed)	Event # E01305
Event Name Poverty Institute		Pay Method Check	Status Definite	Category Delivery Re:

### Venue

Description	Date	Start	End
Delivery with Real	6/13/2018-Wed	7:45 am	7:45 am

Site Name	Site Address
Erin's Pavilion	4965 S. Second St. , Springfield, IL

### Menu

Food/Service Items	Qty	Price	Total
Delivery Service with Real Equipment	90		
*Delivery The menu is delivered in Nelson's chafing dishes. A delivery specialist sets up food buffet style and will meet with the on-site contact to make sure everything is as ordered. Prior to eating, the delivery specialist will depart, returning after the event to collect Nelson's equipment.			
Hearty Breakfast	90	\$7.50	\$675.00
Breakfast Casserole - Ham	45		
Fresh Scrambled Eggs Tossed with Cheddar Cheese, Diced Ham, and Cream, Baked Till Golden Brown			
Breakfast Casserole - Sausage	45		
Fresh Scrambled Eggs Tossed with Cheddar Cheese, Fresh Ground Sausage, and Cream, Baked Till Golden Brown			
Seasoned Country Potatoes	90		
Assorted Muffins	30		
Fresh Baked Blueberry, Chocolate, and Cranberry Orange Muffins			
Assorted Bagels with Cream Cheese	30		
Cinnamon Raisin, Blueberry, and New York Style Bagels served with Cream Cheese			
Assorted Danishes	30		
Fresh Baked Apple, Cream Cheese, Lemon, and Cherry Filled Danishes			
Coffee	6	\$14.00	\$84.00
Fresh Brewed coffee served with sugar, sweetener, and cream. cups and stirrers provided			
Decaffeinated Coffee	3	\$14.00	\$42.00
Bottled Water	50	\$1.00	\$50.00
9" White Plateware Set	90		
9" Plastic Plate, Meal Kit, 12oz Cup, salt and pepper and Napkin			

all leftovers from breakfast boxed up for contact

all leftovers from breakfast boxed up for contact

Disposable Pans for Leftovers 4

**Venue**

Description	Date	Start	End
Box Lunch	6/13/2018- Wed	12:00 pm	12:00 pm

Site Name	Site Address
Erin's Pavilion	4965 S. Second St. , Springfield, IL

**Menu**

Food/Service Items	Qty	Price	Total
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Delivery Service	90		
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\*Delivery~The menu is delivered in insulated disposable containers with our delivery specialist setting up food in buffet style and meeting with the onsite contact to make sure everything is as ordered. Prior to eating, the delivery specialist will depart

Clear Boxed Lunch Container	90		
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Smoked Turkey Breast	40	\$8.75	\$350.00
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Smoked turkey breast topped with Swiss cheese, leaf lettuce, & sliced tomato on Wheat Berry Bread. Served in attractive container with condiments, cutlery and napkin. Includes 2 sides. Beverage not included.

Honey Smoked Ham	40	\$8.75	\$350.00
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Honey Smoked Ham made with Swiss cheese, leaf lettuce, & sliced tomato on Wheat Berry Bread Served in attractive container with condiments, cutlery and napkin. Includes 2 sides. Beverage not included.

The Vegetarian Wrap	10	\$9.25	\$92.50
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Lettuce, tomato, cucumber, red onion, red and green peppers served in a spinach flour tortilla. Served in attractive container with condiments, cutlery and napkin. Includes 2 sides. Beverage not included.

Deluxe Potato Salad	90		
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American-style potato salad combines fresh-cooked potatoes, diced eggs, garden-fresh celery, onions, and bits of red peppers and sweet relish in a housemade dressing.

Fresh Whole Fruit	90		
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Fresh Apples, Oranges, and Bananas

Bottled Water	140	\$1.00	\$140.00
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Disposable Pans for Leftovers	4		
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All leftovers from breakfast to be transferred to disposable pans for contact

All leftovers from breakfast to be transferred to disposable pans for contact



**Venue**

Description	Date	Start	End
Delivery with Real	6/14/2018-Thu	7:45 am	7:45 am

Site Name	Site Address
Erin's Pavilion	4965 S. Second St. , Springfield, IL

**Menu**

Food/Service Items	Qty	Price	Total
Delivery Service with Real Equipment	90		

\*Delivery~The menu is delivered in Nelson's chafing dishes. A delivery specialist sets up food buffet style and will meet with the on-site contact to make sure everything is as ordered. Prior to eating, the delivery specialist will depart, returning after the event to collect Nelson's equipment.

Breakfast Sandwich - Ham	90	\$7.25	\$652.50
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American Cheese, Fresh Sliced Ham, and Egg Patty Served on a Fresh Buttermilk Biscuit

Client requests english muffins instead of buttermilk biscuits for breakfast sandwiches

English Muffin	90		
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Client requests english muffins instead of buttermilk biscuits for breakfast sandwiches

Yogurt Parfait	90		
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Fresh Yogurt Topped with Fresh Strawberries, Blueberries, Granola and Drizzled with Honey Served in an Individual Container

Coffee	6	\$14.00	\$84.00
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Decaffeinated Coffee	3	\$14.00	\$42.00
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Bottled Water	50	\$1.00	\$50.00
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6" White Plateware Set	90		
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6" Plastic Plate, Meal Kit, 12oz Cup, salt and pepper, and Napkin

**Venue**

Description	Date	Start	End
Box Lunch	6/14/2018-Thu	12:00 pm	12:00 pm

Site Name	Site Address
Erin's Pavilion	4965 S. Second St. , Springfield, IL

**Menu**

Food/Service Items	Qty	Price	Total
Delivery Service	90		

\*Delivery~The menu is delivered in insulated disposable containers with our delivery specialist setting up food in buffet style and meeting with the onsite contact to make sure everything is as ordered. Prior to eating, the delivery specialist will depart

Clear Boxed Lunch Container	90		
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Summer Salad (Box Lunch)	30	\$8.75	\$262.50
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Nelson's grilled chicken breast, spring mix lettuce, fresh strawberries, sliced apples, cucumber, toasted walnuts and feta cheese with white balsamic vinaigrette dressing. Served in attractive container with condiments, cutlery and napkin. Desserts & Beverages not included.

Asian Salad	30	\$8.95	\$268.50
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Nelson's grilled chicken breast, served with Coleslaw Mix, almonds, mandarin oranges, crispy lo mein noodles, & sesame vinaigrette dressing. Served in attractive container with condiments, cutlery and napkin. Desserts & Beverages not included.

Italian Chop Salad	30	\$8.95	\$268.50
Romaine lettuce, Genoa salami, pepperoncini, olives, mozzarella, & red wine vinaigrette dressing. Served in attractive container with condiments, cutlery and napkin. Desserts & Beverages not included.			
Bottled Water	140	\$1.00	\$140.00
Disposable Pans for Leftovers	4		

**Event Timeline**

Time	Timeline Item	Category
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**Wednesday, June 13, 2018**

7:45 am	Delivery Specialist	Customer
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Our delivery specialists plan their arrival time, to ensure your event is set up & ready by your stated function start time. Arrival times can range anywhere from 15-45 minutes (depending on the details of your menu, set-up & location).

7:45 am	Breakfast	Customer
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Delivery with real equipment. Nelson's staff will set up breakfast and return for the equipment when we deliver lunch.

12:00 pm	Lunch	Front of House
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Boxed Lunches delivered with bottled water, please box up the breakfast leftovers in disposable pans, and leave all bottled water setting out for contact. Extra water provided for 2:00pm break. Nelson's Catering will not be returning after lunch delivery

**Thursday, June 14, 2018**

7:45 am	Delivery Specialist	Customer
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Our delivery specialists plan their arrival time, to ensure your event is set up & ready by your stated function start time. Arrival times can range anywhere from 15-45 minutes (depending on the details of your menu, set-up & location).

7:45 am	Breakfast	Customer
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Delivery with real equipment. Nelson's staff will set up breakfast and return for the equipment when we deliver lunch. Breakfast sandwiches served on english muffins instead of biscuits.

12:00 pm	Lunch	Customer
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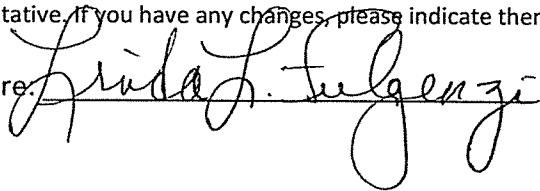
Boxed Salads delivered with bottled water. caterers to clear breakfast and box up all leftovers for contact . Extra bottled water provided for afternoon break. Nelson's catering will not be returning after lunch delivery

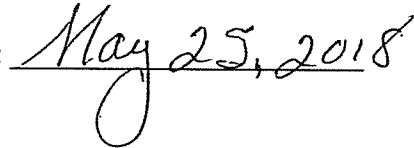
	Food	Service	Liquor	Equipment	Labor	Room	Delivery	Food Item	Total
Subtotal	\$3,551.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,551.50
Service Charge	\$355.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$355.15
<b>Total</b>	<b>\$3,906.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,906.65</b>

Subtotal	\$3,551.50	Paid	\$0.00
Tax	\$0.00	Balance	\$3,906.65
Service Charge	\$355.15	Next Deposit	\$0.00
Total Value	\$3,906.65	Due Date	

PLEASE NOTE: A 3% processing charge will be incurred upon all card transactions.

\*If you agree to the information contained in this contract, please sign and return the document to your Nelson's sales representative. If you have any changes, please indicate them and return for review.

Signature: 

Date: 

Payment Terms: For private events, payment is due no later than 7 days prior to the event. Corporate and Fundraising events should be paid by the day of the event unless specified with Nelson's approval. Checks can be mailed to Nelson's Catering 3005 Great Northern Rd, Springfield, IL 62711.

# Erin's Pavilion Business Rental Contract:

## Renter Information

Date of Event: **Wednesday, June 13<sup>th</sup> and Thursday, June 14<sup>th</sup>, 2018**

Time of Event: (Day of Set up Time:           ) (Event Begins:           ) (Event Ends:           )

Organization Name: **ROE #51/Sangamon County Partnership**

Contact Name: **Sharmin Doering**

Phone Number: (Work: **217-494-5460**) (Home or Cell:           )

Email address: **Sharmin.Doering@co.sang.il.us**

Address: **2201 S. Dirksen Pkwy**

City: **Springfield**                            State: **IL**                            Zip Code: **62704**

Additional Contact Person: **Larry Zobrist**

Phone Number: **217-753-6620 or 217-725-4711**    Email Address: **lzobrist@roe51sdc.org**

Type of Event: **Education - Training**

Anticipated Number of Guests: **80**

Will alcohol be served at your event?    Yes    or    No

If yes, the Renter must sign the "Alcohol Service Request Addendum to the Rental Contract."

Caterer: Nelson's Catering  
D.J./Entertainment: N/A  
Other Vendors: N/A

Special Instructions/Notes:

*If booking between June and August: I acknowledge that I have been told about Camp LEAP that is hosted in the building's program rooms Monday-Friday from 7:30am-5:30pm.*

Renter's Signature [Handwritten Signature] Date: May 25, 2018

# Erin's Pavilion Business Rental Contract: Rental Fees

Renter: **ROE #51/Sangamon County Partnership** Event Date: **Wed, June 13<sup>th</sup> & Thur, June 14<sup>th</sup>, 2018**

**Area(s) of Rental:**

- MH 1-3 Cost: \$570.00  
 - Cost: \_\_\_\_\_  
 - Cost: \_\_\_\_\_

**Audio Visual Equipment:**

**Sound Package:**  
 (Use of in-house sound system and one wireless microphone) Cost: No Charge

**Video Package:**  
 (Use of one or both of our stationery projectors) Cost: No Charge

**Miscellaneous Charges:**

Trams \$ \_\_\_\_\_ Per Hour, Per Tram // Number of Trams: \_\_\_\_\_ Cost: \_\_\_\_\_  
 Ethnic Food Buyout Cost: \_\_\_\_\_  
 Linens (12 linens per section provided at no charge – additional linens \$2.00 each) Cost: \_\_\_\_\_

\*Please Make Checks Payable to The Springfield Park District\*

**Total Rental Fee: \$570.00**

Non-Refundable Deposit Due at Contract Signing: -- \$285.00 Cash-Receipt #

Check # \_\_\_\_\_  
 Charge- \_\_\_\_\_  
 (Date received: \_\_\_\_\_ Staff receiving: \_\_\_\_\_)

Balance Due on: **May 14, 2018** = \$285.00

Cash-Receipt # \_\_\_\_\_  
 Check # \_\_\_\_\_  
 Charge- \_\_\_\_\_  
 (Date received: \_\_\_\_\_ Staff receiving: \_\_\_\_\_)

The Renter agrees to pay the rental fee of \$570.00. I have read and agree to conform to and enforce the terms set forth in all pages of this Rental Contract. As the Renter, I hereby agree to be personally responsible on behalf of myself/my organization for any damage sustained at Erin's Pavilion caused during my event. This contract is not valid until signed by both parties. All changes to this agreement must be in writing.

**I AGREE TO AND ACCEPT**  
 Renter: *Judith A. Sulgenzi*  
 Date: 5-25-18

Erin's Pavilion Representative: \_\_\_\_\_  
 Date: \_\_\_\_\_

How did you hear about us?  
 Word of Mouth  Park Visitor  Attended Another Event Here  Advertising  Website/Internet

# Erin's Pavilion BUSINESS RENTAL CONTRACT

Please read each section carefully

updated 2.21.18

## Rental Rates Include

- Use of Erin's Pavilion facility with designated rooms.
- Renter may utilize the refrigerator in middle Program room and utilize coffee pots in various program rooms, if the room is not already in use – Renter must provide their own coffee supplies.
- Tables and chairs for up to 300 guests (subject to your request for round or rectangle tables).
- Erin's Pavilion will be staffed with regular personnel during your event. During the course of your event, should customer service or other assistance be required, regular staff will be available to assist.

## Payment Schedule

- Renter must be 21 years of age to rent rooms
- Event dates are confirmed with a non-refundable reservation deposit equal to 50% of the total rental fees and a Rental Contract signed by both the Renter and the Event Representative.
- The balance of the rental fee plus is due 30 days before the event.
- Erin's Pavilion reserves the right to cancel the Rental Contract if the balance is not paid when due.

## Cancellation Policy

- Reservation deposits are non-refundable upon cancellation.
- Changing a date is treated as a cancellation and rebooking; additional deposit will be required.
- Any cancellation made 30 days or less prior to the event will result in the forfeiture of the entire rental fee.

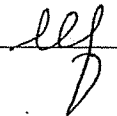
## Before the Event

- It is your responsibility to inform your vendors of the Pavilion's rules and regulations. Please provide your vendors with a copy of our rules so that they are aware of the event policies.
- Please call the Event Representative at Erin's Pavilion approximately two-weeks prior to the event to discuss the *Participating Vendors Form* and finalize details of the event.
- Renter is required to provide tableware and decorations.
- Standard white linens are included\* for meetings and smaller social functions only; linens are not included in the wedding rental rates.  
**(\*88x 88 white linens will be included for social/meeting rentals provided you do not exceed 12 linens per section: a fee of \$2 per linen will be charged to you if your room layout requires additional linens.)**
- No property may be delivered to the Pavilion prior to your one-hour set-up time.
- Deliveries must stop at the Visitor Center front desk in the lobby to notify us of their arrival and receive directions to the service doors. The service doors must remain closed after set up is complete.

## After the Event

- No property may be left at the Pavilion after the one-hour clean-up time.
- All decorations, equipment and personal items must be removed following the event.
- If the vendor is unable to remove their equipment after the event, it is the Renter's responsibility to remove them and return them to the vendor.
- Some vendors may charge delivery and pick up fees, these are your responsibility to pay.
- Erin's Pavilion is not responsible for any items left behind, lost or stolen from the Pavilion.
- Erin's Pavilion and its facilities must be left clean and undamaged. In the event of damage, the Renter will pay all costs of repair.
- All décor and rental items must be removed from the building after the event, we cannot store anything here.

I have received, thoroughly read, and understand all policies stated above and agree to abide by all said policies:



# Erin's Pavilion BUSINESS RENTAL CONTRACT

## **Overtime, Damage Fees, and Clean-Up**

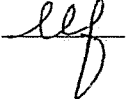
- An overtime fee of \$300 per hour will be charged for events remaining at Erin's Pavilion past their contracted time.
- ALL refuse must be bagged up and deposited in trash receptacles. (This includes cigarette butts when smoking outside)
- All tables **MUST BE** wiped off and returned in their proper condition at the conclusion of your event.
- The Renter will be held responsible for the behavior of their guests and all their vendors.
- NO SMOKING INSIDE FACILITY**; Smoking outside only and in designated areas.
- NO PETS/ANIMALS** – exception for service dogs
- Exterior Decorations:
  - A. No glitter or confetti.
  - B. Candles permitted; they must be in a container that is taller than the candle's flame.
  - C. Tents & Canopies per General Manager
  - D. No outdoor balloon release
  - E. Other at discretion of General Manager
  - F. Fireworks not permitted, unless all requirements for permitting and use have been met, and agreed per General Manager
- Interior Decorations:
  - A. No glitter or confetti.
  - B. Candles permitted inside Erin's Pavilion under strict guidelines and supervision and in a container taller than the candle's flame.
  - C. No tape/fasteners on walls/windows/furniture/fixtures or floors
  - D. Other at discretion of General Manager

## **Flowers and Decorations (If Applicable)**

- Flowers and decorations may be arranged through the vendor of your choice and must be removed at the conclusion of your event.
- Decorations are allowed in Erin's, the adjacent patios and in the Gazebo area for the ceremony. However, decorations are not allowed in the parking lot, visitor center lobby or the front entrance way.
- Table decorations and free standing decorative elements are permitted. Outdoor décor must be sturdy enough to withstand wind. Tape or other fasteners may not be used to place anything on the walls, doors, windows, floors, or other any other fixtures.
- Candles must be contained in a glass container taller than the top of the candle flame.
- Balloons and balloon releases are prohibited in Southwind Park and surrounding Erin's Pavilion.
- The use of glitter, confetti, or any other product that is difficult to clean up is not permitted.
- No rice or confetti may be used. Sparklers are also prohibited. Bubbles are an acceptable alternative.
- Set up and removal of any décor, including rental items is the responsibility of the lessee.

## **Music and Entertainment (If Applicable)**

- Erin's Pavilion features an iPod plug-in, 5-Disc CD player and a microphone, which is available at a minimal cost to the Renter.
- There are several electrical outlets throughout the Pavilion. You will need to arrange for your own extension cords, depending on the location you may need up to a 100-foot cord.
- Our in house audio visual system, projection screen, and wireless microphone are also available for use at a \$160 per event maintenance fee.
- Please keep the sound at an acceptable level for other visitors. Erin's Pavilion reserves the right to require the volume be turned down during the event.

I have received, thoroughly read, and understand all policies stated above and agree to abide by all said policies: 

# Erin's Pavilion BUSINESS RENTAL CONTRACT

Catering – Erin's Pavilion Pre-Approved Caterers: (list subject to approval and could change)

5 Flavors Ph: 217-787-4654

Website: [www.5flavors.com](http://www.5flavors.com)

Arena Food Service Ph: 217-522-9443

Website: [www.arenafoodservice.com](http://www.arenafoodservice.com)

Celebrations Catering Ph: 217-753-1540

Website: [aadams@niemannfoods.com](mailto:aadams@niemannfoods.com)

Fulgenzi's Catering Ph: 217-971-7517

Website: [fulgenziscatering@gmail.com](mailto:fulgenziscatering@gmail.com)

Hamilton's Catering Ph: 217-291-0985

Website: [www.hamiltonscatering.com](http://www.hamiltonscatering.com)

Hy-Vee Catering Ph: 217-726-1001

Website: [www.hy-vee.com](http://www.hy-vee.com)

Nelsons Catering Ph: 217-787-9443

Website: [www.nelsonscatering.com](http://www.nelsonscatering.com)

Poe's Catering Ph: 217-341-4341

Website: [www.poescater.com](http://www.poescater.com)

Secret Recipes Ph: 217-585-1100

Website: [www.secretrecipescatering.com](http://www.secretrecipescatering.com)

Turasky's Catering Ph: 217-626-2803

Website: [www.turaskyscatering@gmail.com](mailto:www.turaskyscatering@gmail.com)

## Licensed Bar Service:

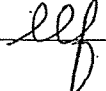
Pour Bar Service Ph: 217-679-2709

Website: [info@5flavors.com](mailto:info@5flavors.com) Facebook.com/pourbars

- All food and beverage service, including alcohol, must be provided and served only through one of Erin's Pavilion Pre-Approved Caterers.
- If your event is less than 100 guests – you do not have to contract with one of our Caterers. We do encourage you to utilize their services – but for smaller events, you can bring in food, order pizzas or box lunches.
- The Renter must be prepared to meet all catering-related costs. Catering fees vary depending on the specifics of the event. When pricing caterers be sure to take the following into consideration: the per person cost for the menu, the rental fee for linens and dishes, service personnel, taxes, gratuities, and any additional service fees such as set-up/clean-up fees, corkage, cake-cutting, or transportation fees.
- Events serving alcohol must sign the "Alcohol Service Request – Addendum to The Rental Contract."
- Access to pathways, garden areas, hallways, stairways and rooms may not be blocked.

## Other Policies

- The areas determined for exclusive rental are reserved for you at your event, however the rest of the Park will remain open to the public during regular hours.
- Any children attending the event must be properly supervised by an adult at all times.
- All guests must stay on the pathways and out of the planting beds.
- No sparklers, fireworks, or fires of any kind are allowed.
- The Pavilion and Park are a smoke-free environment. Guests wishing to smoke may do so on the east patio of the Terrace 25 feet from the access/exit doors.
- No pets, animals, sports or games of any kind are allowed directly near the Pavilion.
- The Renter agrees that should any questionable circumstance arise during the event, the representative of Erin's Pavilion shall be the final arbiter. Erin's Pavilion reserves the right to stop functions that violate the terms set forth in this policy. Under those circumstances, visitors may be asked to leave the premises, and the rental fee will be forfeited.
- Erin's Pavilion and Southwind Park enhancement and maintenance are year-round, on-going processes. Be aware that parts of the Park may be under development during your event.
- Erin's Pavilion and General Manager reserve the right to eject any objectionable person or persons from said building and upon the exercise of this authority through its General Manager, agent or police, the Renter hereby waives any right and all claim for damages against Erin's Pavilion or its agents.
- Any property left for more than thirty (30) days after the termination of this lease may, at Erin's Pavilion General Manager's option, be deemed to have been abandoned by Renter, and Erin's at its option take possession thereof as its own property or destroy or otherwise dispose of same. Renter hereby waives any rights to claim the value thereof or damages therefore and Erin's hereby reserves the right to recover from Renter the costs of disposing of or storing same property.
- Erin's Pavilion reserves the right to evacuate the premises during any activity in progress where it is deemed necessary for the safety of the general public. Any event in progress shall be stopped for the duration of any period deemed necessary, and it is further understood and agreed that Erin's shall have the right to extinguish all lights in the leased premises for the duration of any such period.

I have received, thoroughly read, and understand all policies stated above and agree to abide by all said policies: 



# Erin's Pavilion BUSINESS RENTAL CONTRACT

## Southwind Park Public Usage and Other Areas of Rental:

*Please Read This Section Carefully.*

*Updated 2.21.18*

Southwind Park is an 80 acre park that is open to the general public. When you rent space at Erin's Pavilion, we can guarantee that there will be people out in the park during our general park season that will be utilizing the grounds. Our park season typically runs early Spring to late Fall and can encompass the months of March through November depending on weather.

**Erin's Pavilion Terrace:** We make every effort to denote with proper signage when private events are going on at Erin's Pavilion. If you rent the Terrace, we change our signage to reflect Private Event in Progress. If you have a Wedding Reception going on inside of Erin's, but do not rent the Terrace, we will never rent out our Terrace in conjunction with your event. It will be open for your guests to step in and out of and enjoy Southwind's outdoor spaces.

**Public Restrooms:** The restrooms inside of Erin's are open to the public while the facility is open, and while your event is going on. Our staff is on hand to direct the public into the restroom facilities and to keep the public out of your private event. However, we cannot ban them from using the facilities while your event is taking place. Signing this contract means that you understand this policy and agree to these terms.

**Other Areas of Rental in Southwind Park:** Southwind Park has several locations where one can host a family picnic or an outdoor Wedding Ceremony. The main places we rent to host Wedding Ceremonies outside of the Erin's immediate Terrace are the Gazebo (across the lake from Erin's), the TreeHouse and the Selvaggio Arches (located in the North portion of the Park). At any given time during your event, one of these spaces could be having a Wedding Ceremony. We closely govern the times of ceremonies between Erin's Terrace and the Gazebo and then we govern the times together for the TreeHouse and the Arches. For example, we would never have Wedding Ceremonies happening simultaneously at Erin's Terrace and the Gazebo. Nor would we ever have ceremonies happening simultaneously at the Treehouse and the Selvaggio Arches, because of their close proximity.

Timelines are decided upon by first come, first serve. So if you rent Erin's and plan your Wedding on our Terrace, then that determines the ceremony timeline for anyone who might come in after you to rent the Gazebo. They would either have to perform their wedding earlier in the day or later in the evening past your ceremony time. If you do not rent the Terrace to host a Wedding Ceremony and you just Rent Erin's to host your Reception, then we do not restrict the timeline of the Gazebo Weddings, we simply restrict their access to the building. All guests to Gazebo Weddings while other events are going on inside of Erin's must access the Gazebo from the Playground Parking lot area and sidewalk passages.

**IF YOU DO NOT WISH TO HAVE OTHER EVENTS GOING ON DURING YOUR WEDDING and/or RECEPTION IN THESE RENTAL AREAS – Gazebo, Treehouse, Selvaggio Arches or Hope Pavilion, then you MUST rent any or all of these spaces.**

**Walks, Runs and Events Open to the Public:** Erin's Pavilion works with many community groups to plan events within Southwind Park such as Walks, Runs and events that are open to the public like our Grandparents Youth Fishing Day and our Trick-or-Treat Street Halloween Event. We always take our rentals inside of Erin's into first consideration before we book and schedule such events. However, if we can plan something out in the Northern portion of the Park or around our lake area for the morning hours and it does not conflict with the timeline of a Wedding or Private Rental, then we are at our leisure to do so. You as the Renter must be aware that these types of events are growing in popularity here at Southwind and that even though you may sign your contract one year prior, such events could get scheduled after the fact. The staff at Erin's makes every effort to pick and choose appropriate dates and timelines for these events so that they do not hinder or affect a previously contracted rental. Signing this agreement means that you understand that there could be community events out in the park on the date of your rental.

# Erin's Pavilion BUSINESS RENTAL CONTRACT

## Southwind Park Public Usage and Other Areas of Rental: - continued

**First Come first Serve at Southwind Park:** Once again, we would like to reiterate that Southwind Park is an 80 acre park that is open to the Community to utilize and recreate at their leisure. All of our shelters are first come first serve if there is not a private rental booked in them and we cannot control if the public should come out for a family picnic or outing. You may have views of such events in your sight during your Wedding Reception at Erin's Pavilion. This is out of our control and does not affect the confines of your Rental Agreement with us. You may also find that there will be individuals fishing around our lake. These are all things that you will need to take into consideration when renting space for your event at Southwind and within a Public Park. There may be ongoing construction projects within Southwind Park that at the time of your contract may not have started, but could be underway years later when your event is to take place. Again, these are all items that are out of our control and are scheduled by the Springfield Park District. Signing this agreement means that you understand these terms and plan to secure Rental Space anyway.

**Camp L.E.A.P. at Erin's Pavilion:** Camp L.E.A.P. is an inclusive program and Summer Camp for children with disabilities. Each year from June until August, the Camp is hosted inside of Erin's Pavilion. They primarily utilize our Classroom type space which is denoted at Program Rooms on our Rental Sheet. They are in our building from 7:00 am until 5:30pm Monday thru Friday. As Camp is adaptive to children with special needs, they have also become very adaptive to the Erin's Pavilion Rentals we host. We have managed to form a very good working relationship and they are respectful of timelines and space when we have Rentals in the building. Each Friday during the Summer when we have Weddings, they realize they will not have access to our Main Hall. They understand that they may need to move out of Program Rooms for Caterers and Bridal Parties. They often schedule field trips that keep them out of the building for the main hours of the day, so that they can help us accommodate our Renters needs. However, we do need to make you aware that if you are contracting for space at Erin's between June through August, that you understand we host Camp L.E.A.P. in our building and you will be sharing space with them during this time.

**After School Program at Erin's Pavilion:** During the School Year, late August thru May, there is an After School Program at Erin's Pavilion for children with disabilities. This is a much smaller program than our Summer Camp and only takes place from 3:30pm until 5:30pm. All of the same scenarios apply with after school in that they will adjust their space needs to accommodate the needs of the Renters that are in the building. We just need to make you aware that if your are renting space at Erin's between late August and May, that for a short period, this program would be taking place inside of Erin's Pavilion. We make every effort to accommodate the space you have rented and assure that it does not conflict with your event.

**Highest Level of Quality Service and Control:** All items above being said, we want to assure you that we take very serious the job we do here at Erin's Pavilion. We have processes in place to control the environment and assure that your event will be special and one that you will remember for years to come. We maintain our facility and have qualified staff on hand the entire time your event is going on. We work with qualified professionals to handle all of your catering and alcohol needs. In the pre-planning stages, you will work with staff in our Rental Office that will guide you in planning and help with any decision making that you may need assistance with. We want to leave you with a sense of confidence that when you rent with Erin's, your satisfaction becomes our number one concern. We believe that you will find your experience at Erin's Pavilion and Southwind Park to be seamless and beautiful.

I (Renter) Shirley L. Fulgenzi have read the above terms, I understand them and agree to the items that have been presented in this Southwind Park Public Usage Section, on this date - 5-25-18.

I (Erin's Pavilion Representative) \_\_\_\_\_ have gone through the details of this Southwind Park Public Usage Section and have witnessed the Renter(s) signature, on this date - \_\_\_\_\_.

# Erin's Pavilion BUSINESS RENTAL CONTRACT

## **Erin's Pavilion Usage Criteria**

- Use of Erin's must be consistent with the purposes for which it was constructed or with the purposes and functions of the Springfield Park District as deemed appropriate by the Park Board.
- I understand that there are other programs that take place in the building and that if I do not rent all of the sections of the main Hall, that Erin's Pavilion is within their right to rent any open sections to someone else to host an event that may be taking place during the time of my event.
- The use must not violate any applicable law or regulation. The use must not place Erin's Pavilion, The Springfield Park District, participants, or spectators above an acceptable level of risk or harm, damage, or injury as determined by the Springfield Park District.
- The Renter is responsible for the activities and conduct of attending participants and anyone working for the Renter or acting as an agent of the Renter while in the Park and at Erin's Pavilion.
- Renter and participants must comply with all applicable laws, ordinances, and statutes.
- Mistreatment of persons or property, or violation of the Springfield Park District regulations and policies, may constitute justification for denial of future requests from the same individual, organization or group.
- Erin's Pavilion and the The Springfield Park District are committed to policies of equal opportunity, affirmative action and nondiscrimination. The Springfield Park District seeks to provide equal access to its programs, services and activities for people with disabilities. Reasonable prior notice is needed to arrange accommodations. Erin's Pavilion will neither grant nor deny permission to use Pavilion facilities for any reason that is in violation of constitutional standards or discriminates on the basis or race, color, ethnic origin, sex, sexual preference, religion, handicapped status, political belief or other impermissible basis.

## **Indemnification**

The Renter shall hold harmless, defend and indemnify the Springfield Park District and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Contract by Renter (b) Renter's use of the Pavilion and/or Southwind Park premises, or (c) any act, error, or omission on the part of the Renter, or its agents, employees, guests, invitees or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the Springfield Park District, its officers, employees or agents.

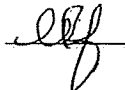
## **Insurance**

Event liability coverage is the Renter's responsibility. The Renter may be required to secure Commercial General Liability insurance with limits of at least \$1,000,000.00 and which names the Springfield Park District as an additional insured. Said insurance must remain in force during any time of used or occupancy of the premises. Insurance may be waived, but this is subject to case by case determination.

## **Security**

If the your event requires security, then the Renter is *required to utilize* off duty Park District police officers at their current pay rate before obtaining security or police coverage from other sources. To facilitate police coverage please call the Springfield Park District Police Department at 217-698-6030 and coordinate your security needs with Limey Nargelenas. It is your responsibility to report to Erin's Pavilion Staff when you will be securing security services, so that they can verify your arrangements.

I have received, thoroughly read, and understand all policies stated above and agree to abide by all said policies:



# PARTICIPATING VENDORS FORM

*\*Please schedule an appointment with an Erin's Pavilion Event Representative about 14 days prior to the event to discuss all details, vendors, timelines, and to create a room layout plan.*

Renter: **ROE #51/Sangamon County Partnership – Sharmin Doering**

Date of event: **Wed. May 13<sup>th</sup> & Thur. May 14<sup>th</sup>, 2018** · Time of event: **8:30am until 4:30pm**

	NAME	PHONE NUMBER	ARRIVAL TIME
Caterer:	<u>see below –</u>	_____	_____
*Florist:	_____	_____	_____
*Musician/D.J.:	_____	_____	_____
*Other Vendor:	<u>Nelson's Catering</u>	<u>217-787-9443</u>	<u>7:45am</u>
*Other Vendor:	_____	_____	_____

AUDIO VISUAL Needs/Notes:

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## **Erin's Pavilion Event Timeline:**

**RENTER: ROE #51/Sangamon County Partnership DATE: Wed. May 13<sup>th</sup> & Thur. May 14, 2018**

7:30a **Set up**

8:30a **Meeting begins**

4:30p **Meeting ends / clean up begins**