



4859 S. Wabash Avenue
Chicago, IL 60615
312-786-6986

www.charleshayescenter.org

Business Hours: Monday-Friday 8:00am-5:00pm

LICENSE AGREEMENT

This License Agreement (the "Agreement" or "License") between the Chicago Housing Authority, by and through its operating department known as the Charles A. Hayes Family Investment Center, (hereinafter referred to as the "CHA" and the "FIC", respectively), an Illinois municipal corporation with its location at 4859 South Wabash Ave, Chicago, IL 60615 and

(Name) _____ (Telephone) _____
(Address) _____
(City, State, ZIP) _____
(E-Mail) _____

herein referred as the "Licensee".

The FIC, in consideration of the Agreement herein contained, Licensee, the right to use the space(s) designated as _____ in the Charles A. Hayes Center, herein referred to as the "Premises" for the purposes of _____ and for no other purposes.

1. Operating Period. The Licensed Premises shall be licensed and otherwise made available to Licensee for the following date and term (the "Operating Period"):

Event Date: _____

Event Time (Beginning): _____

End Time: _____

Event Duration: _____

Additional Hours: _____

Additional Amenities (i.e. chair rentals): _____

It is understood that designated user facilities or community areas of the Charles A. Hayes Family Investment Center other than the licensed Premises may be utilized or licensed to other persons or entities during any Operating Period covered by this License. The FIC, however, will not authorize or permit any other Licensee to engage in operations or activities that would materially and substantially interfere with Licensee's rights granted under this license.

2. Terms of Payment. Licensee hereby agrees to pay as a licensee fee for the use of the Premises for the Operating Period(s) the sum of \$_____. As a security deposit for this Agreement, (the "Deposit") Three Hundred Dollars (\$300.00) of the license fee is to be submitted upon the signed agreement with the balance of the license fee due to be paid not later than thirty (30) days in advance of the Event Date. If



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Licensee fails to pay any amount when due under this license agreement, the FIC shall have the right to cancel or terminate this Agreement and any deposit(s) may be forfeited. All payments must be paid in full and confirmed no later than thirty (30) business days prior to the Event Date. Acceptable forms of payment include check, money order (made out to the Chicago Housing Authority), Visa, MasterCard and Discover credit cards. Cash is **not** an accepted form of payment.

3. Cancellation Policy. Licensee and the FIC agree that the following cancellation provisions shall be followed if Licensee at any time notifies the FIC of its inability to us the date(s) set for an Agreement.
 - a. If Licensee cancels the event date specified in paragraph 1, Licensee forfeits \$ 300.00 of the License fee set forth in paragraph 2.
 - b. If Licensee changes the event date, the Licensee forfeits the \$300.00 security deposit and is obligated to pay an additional \$300.00 for the date change.

The FIC may, in its sole discretion, relicense the Premises for the Event Date following any cancelled rental commitment by Licensee, and any rental revenues the FIC may receive from any substitute rental may be credited against Licensee's payment, minus any deductions, charges, losses, damages or expenses determined to be applicable under the circumstances in the sole and exclusive discretion of the FIC.

4. Utilities, Heating and Air Conditioning. During the operating hours of the event date(s), the FIC shall supply the Premises with normal reasonable amounts of general lighting, ventilation and heating or air-conditioning.
5. Changes in the Premises; Access; Insurance. Except with the prior written permission of the FIC, Licensee (i) shall not deface in any manner the Premises, (ii) shall not cause or permit anything to be done to be done within the Premises that shall deface the Premises in any manner, (iii) shall not place or permit to be placed any nails, hooks, tacks, screws or any similar items into parts of the Premises, and (iv) shall not place or permit to be placed any signs, tape or adhesive on any walls which will cause or result in damage to any walls in any part of the Premises. Notwithstanding any other provision hereof, licensee shall not be liable to the FIC for any loss or damage to the Premises resulting from reasonable wear and tear of that would normally be expected in connection with an event of the type contemplated. Licensee shall reimburse the FIC, within five (5) business days after such event, for the reasonable cost of restoration or repair of all such damage caused by the Licensee occurring during the period of this License Agreement.

For any event where alcohol is to be served and/or where a licensed caterer shall be retained or employed by Licensee, it is understood and agreed between the parties that all function, social and/or meeting space(s) under Licensee's care, custody or control, if any, shall be included within Licensee's insurance coverage to the FIC during the licensed term of Agreement. Licensee is required to provide evidence of insurance prior to the Event Date. Certificates of Insurance must be submitted to the FIC/CHA by the Licensee and any of its agents, including without limitation any representatives, caterers, vendor(s) or other agents or employees, naming the Chicago Housing Authority and the FIC as additional insureds. At a minimum, the Certificate of



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Insurance must include, but not be limited to, general and Dram Liquor liability at a minimum coverage of \$1,000,000; including evidence of automobile liability and workmen's compensation.

All guests, agents and invitees of Licensee must enter from the rear of the Multi-Purpose room for events after the FIC's regular business hours, Monday through Friday and any times on weekends. Events held in a space other than the Multi-Purpose room must enter from the rear main doors.

6. Uses and Limitations.

- a) Except as specifically permitted by this provision, solicitation is prohibited in all CHA/FIC facilities. "Solicitation" will not be considered to include activities or events engaged in by affiliated groups, organizations or individuals for the purpose of raising funds to meet expenses of the group or organization, or for charitable purposes.
- b) Solicitation and fund-raising activities other than for the purpose of making a profit may be conducted in CHA/FIC facilities by affiliated and non-affiliated groups and organizations solely with the express written approval of CHA/FIC.
- c) Solicitation of dues and/or membership in an organization is permitted.
- d) Request for solicitation may be denied for any reason at the discretion of CHA/FIC.
- e) No funds solicited in CHA/FIC facilities shall be for the benefit of any individual, unless contributions are requested for the relief of an individual specified by name at the time of the request and all funds contributed are turned over to the named beneficiary for his or her use without any deductions whatsoever.
- f) CHA/FIC retains the right to require any group, organization or individual to verify the use, application or disposition of funds solicited in CHA/FIC facilities.
- g) No advertising signs, posters, or other material may be placed on any CHA/FIC property or facility by any affiliated or non-affiliated group, organization or individual without the express written approval of CHA/FIC.
- h) All approved signs, posters or other materials shall clearly indicate the name of the group, organization or individual and shall not misrepresent or falsely allude to an affiliation with CHA/FIC.
- i) Licensee may not use, employ or alter lighting, sound, public address (PA), environmental, technical, or other features or amenities (whether existing on the Premises or supplied by the Licensee) in any way that may create a hazardous or unsafe condition, including, without limitation, shutting off or disabling lighting, signage, exit markings or other signage.
- j) Licensee's use shall be subject to the prevailing FIC Rental Policies and Procedures in effect at the time of the event, which are incorporated into this Agreement as if fully and originally set forth herein.



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The CHA and the FIC are solely providing the access and use of the Premises for the limited purposes set forth in this Agreement, and no duties or obligations are expressed, implied or imputed to the CHA, beyond those specifically and affirmatively set forth herein and expressed in writing. Furthermore, no endorsement by the CHA or the FIC of any Licensee activities, events, functions or purposes may be stated or implied, including for any political, religious, organizational, community or other purposes. Any actions, statements, publications or other activities implying CHA or FIC approval or endorsement of any Licensee activities are strictly prohibited and constitute breach of the terms of this Agreement. The CHA and the FIC shall not be responsible for any damages, losses, claims, or other form of personal, pecuniary, legal or financial injury to any person or property arising out of or in connection with the License, or the events and activities associated with the License for the event.

Use of Alcohol

Licensee acknowledges, understands and agrees that unless express written consent is obtained for the CHA/FIC prior to the Scheduled Event(s), the use, provision or serving of alcohol in the Premises is strictly prohibited.

In the event that prior consent is requested in writing and obtained from the FIC for the use of alcohol, Licensee further acknowledges, understands and agrees that Licensee shall be solely liable for any direct or indirect damages, injuries, losses, claims, suits or other consequences arising out of, associated with, or in connection with the License, including any use, provision, service and/or consumption of alcohol by Licensee's guests, invitees, agents or other persons formally or informally associated with Licensee or Licensee's event.

The CHA and the FIC further reserve the right to terminate the License for cause in the event that any violation of the terms and conditions of this License by Licensee, its agents, employees, guests, invitees or other associated persons, including, without limitation, any violation of the policies and requirements relating to the use of alcoholic beverages.

Please initial _____

7. Housekeeping and Maintenance. The FIC shall make the Premises available to the Licensee in a clean condition at the commencement of this License. During the license period, Licensee shall keep the Premises clean, neat and free of debris and refuse, inclusive of the catering kitchen. In addition, if applicable, Licensee shall keep the loading dock(s), stairwells and service corridor(s) adjacent to the Premises clean and free of debris, vehicles, obstructions and potential fire hazards during all periods of this License. Licensee shall remove and place in designated receptacles for removal by the FIC, all debris and refuse from the areas Licensee is required to keep clean. Licensee shall return the Premises to the FIC in a clean and neat condition. Licensee acknowledges and agrees to abide by any and all rules, policies or procedures of the FIC.

If Licensee fails to keep, or return to the FIC, the areas for which it is responsible clean and neat, Licensee shall pay for any extra services furnished by the FIC, in order to comply with the FIC cleanliness standards or Fire Department orders or to put the licensed Premises upon their return to the FIC at the termination of this license in the same condition as existed prior to commencement of this license, ordinary wear and tear



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excepted. The FIC will attempt orally or in writing to give Licensee, or its agents, contractors or sublicensees have created obstructions or hazards, but the FIC reserves all rights to proceed with cleaning or removal of obstructions, or hazards, at Licensee's expense in any case.

8. Surrender of Premises. Licensee agrees to surrender the Premises to the FIC at the end of the term of this License in the same condition as at the beginning of the term, ordinary wear and tear being excepted, and shall pay for all damages occasioned by its use. Should Licensee fail to vacate the Premises at the end of the term of the License or at its termination for any cause, then the FIC may, without resorting to legal proceedings, at the expense of Licensee removal all persons and property, and the FIC shall not be liable for any damages or loss sustained by such removal or storage or disposal elsewhere of such removal or storage or disposal elsewhere of such property. If the Premises are not relinquished at the time specified in paragraph 1, Licensee agrees to pay a hold-over fee of \$100.00 per additional hour which is due on the date of the event, up until 1:00 a.m. at the latest.
9. Security. The FIC shall, at the sole risk and expense of the Licensee, provide security or fire guards for regulation of traffic, maintenance or order and protection, solely for the property and the Premises at the FIC, and specifically for the protection of guests, agents or invitees of Licensee, or as required by local, state and Federal law (the "Event Security"). Licensee understands and agrees that the provision of security and/or fire guards is required for any use of the FIC Premises.

Coverage level for additional security for the Licensee's event ("Event Security") is dependent upon the size of the event, location and hours. However, the FIC reserves the right, at its discretion, to require additional security, with reasonable notice to Licensee. All Security Officers shall be uniformed and will check in with the FIC Security Desk before and after the commencement of the Event. Event Security described above shall be mandatory for all functions at the prevailing costs set forth by the FIC (*one officer is inclusive in the rate*); and additional security shall likewise be mandatory at specific staffing levels to be determined by the FIC under the following circumstances.

- All private events after 5:00 p.m. consisting of 100 persons or more
- All events where alcoholic beverages may be served
- Private events or functions scheduled on a weekend or holiday
- Security is supplied by Moore Security Services, Inc
- Events of 200 persons or more require 2 security guards (the rate increases for additional guards)

10. Access to the Premises. The FIC and the CHA and their agents, representatives and employees shall at all times have free access to the Premises in the performance of their duties. In the event that a Force Majeure event arises whereby the FIC/CHA may in its reasonable discretion elect to terminate the Licensee's right to use the Premises (whether in part or in whole, as to the duration of the License), arising from institutional necessity, public necessity or any other force majeure cause (including, for example, strike, acts of God, natural or public disaster, etc...), Licensee shall be entitled to a ratable refund of any License fee(s) paid.



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11. Hazardous Materials. Licensee acknowledges, understands and agrees that the use and/or storage of hazardous materials are prohibited on or near the licensed Premises. “Hazardous Materials” means: (i) a hazardous substance, material or waste, toxic substance or regulated material including but not limited to any substance defined in or regulated by any and all Environmental Laws; (ii) crude oil, petroleum or any

fraction thereof, which is a liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 psi absolute); (iii) any waste oil; (iv) any flammable or explosive material; (v) any radioactive materials; (vi) asbestos and asbestos-containing materials in any form or condition; (vii) PCBs or substances or compounds containing PCBs; (viii) area formaldehyde foam insulation; (ix) pesticides, rodenticides and insecticides; (x) lead-based paint; (xi) “special waste” defined in 415 ILCS 5/3.45, as amended, supplemented and restated from time to time; and (xii) any and all other chemicals, pollutants, contaminants, mixtures or dangerous substances, materials or waste.

12. Sublicensing, Licensing, and Assignment; Other Obligations. This License shall not be assigned, transferred or otherwise encumbered without prior written approval of the FIC. Licensee is solely responsible as the host for any persons present at the event, including without limitation, any and all invitees, guests, agents or other persons or entities. Consequently, the Licensee (or its properly designated agent(s), in the sole event that Licensee is not an individual) must be present at the site for the entire duration of the Event, from the actual commencement to the actual conclusion.

Licensee and/or its licensed provider or caterer will post a copy of the applicable **Dram Shop insurance** and other applicable insurance and license(s) in the designated Notice Case at the FIC facility. Written proof of suitable insurance coverage(s) must be provided to the FIC’s management not later than two (2) weeks in advance of Event Date. **Please initial** _____

13. Indemnification. Licensee’s Agreement. Licensee agrees that it will defend, indemnify and hold the FIC, its agents, officers, Board of Commissioners and employees, as well as the Chicago Housing Authority, Board of Commissioners and employees (“Indemnified Parties”) harmless from and against all claims, demands, actions, losses, costs, liabilities, expenses, legal fees and judgments recovered from or asserted against the Indemnified Parties on account of injury to, or death of any persons, and any loss of through theft or otherwise, or damage to property to the extent that any such injury, death or damage may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct or the part of Licensee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering the Charles A. Hayes Family Investment Center with the Licensee’s expressed or implied invitation or permission, or when any such injury, death or damage is the result, proximate or remote, of the violation by Licensee or any of its agents, servants, employees, contractors, patrons, guest, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury, death or damage any in any other way arise from or out of its occupancy or use, or that of Licensee’s agents, servants, employees, patrons, contractors, guests, licensees or invitees of the licensed space at the FIC.

Licensee agrees that in case the Indemnified Parties shall be made a party to any litigation brought by or against Licensee or relating to this license or the Premises licensed hereunder, then Licensee shall and will



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pay all costs and expenses including reasonable attorney fees and court costs, incurred by or imposed upon the Indemnified Party by virtue of any such litigation.

14. Items provided by CHA-FIC/Renter for each event

CHA-FIC provides:

Chairs, rectangular or round tables, microphone & podium (Do not remove podium from stage)

• **Condition**

- Licensee must put all trash in receptacles and remove trash from tables and floors.
Licensee provides own:
Sound system, tablecloths, decorations, and food.

Licensee needs prior approval for:

Delivery of outside tables and chairs (i.e. high boys)

Delivery of any items prior to designated time slot (Extra charge will apply)

Rehearsal (Extra charge will apply)

Additional time prior to 1:00AM (Extra charge will apply)

Storing of any items (CHA-FIC is not responsible for any items stored prior or post function. Additional charges will apply for stored items.)

15. Notices. Any formal notices, requests, approvals, consents given or required to be given under this license (ex., Notice of Cancellation) shall be in writing and shall be deemed to have been given when received by U.S. registered or certified mail, postage prepaid return receipt requested or nationally recognized overnight delivery services to the other party to be notified as hereinafter specified:

To Licensor: CHA/Charles A. Hayes Family Investment Center
4859 South Wabash Avenue
Chicago, IL 60615

With a Copy to: Chicago Housing Authority
Office of General Counsel
60 East Van Buren
Chicago, IL 60605
Attn: General Counsel

To Licensee: _____

Attn: _____

A party may at any time, change its address for notification purposes by written notice consistent with the foregoing terms stating the change and setting forth the new address and contact information, and such change(s) shall be effective upon receipt thereof.



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SIGNATURE BLOCKS CONTINUE ON THE FOLLOWING PAGE



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, _____.

Licensor: _____ Licensee: _____

Request and Acknowledgement regarding the use of alcohol.

THERE IS TO BE ALCOHOL SERVED AT THIS EVENT

YES _____

NO _____

LICENSEE

Name: _____

Date: _____

FIC

Name: _____

Signature: _____

Title: _____



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FIC RENTAL POLICIES AND PROCEDURES

All events held at the Chicago Housing Authority's Family Investment Center must be conducted in an orderly manner and in full compliance with applicable laws, regulations and FIC rules and policies.

Security Deposit: A security deposit as indicated in the Contract is required upon confirmation of the rental booking and is payable by check, cashier's check or money order only. The security deposit is non-refundable if the event is canceled or if the scheduled event date is changed.

Payment in Advance: The balance of the rental payment is due thirty (30) days prior to event date or by the date indicated in the contract or the reservation will be forfeited. Checks are made payable to "Chicago Housing Authority", and sent to the attention of the Executive Administrative Assistant. Payment for license fees may be made by personal check, cashier's check or money order.

Cancellation: The security deposit is non-refundable if the event is canceled or the date changed.

Caterer's Responsibilities: The caterer, procured by and acting as the agent for the Licensee shall be responsible for set-up and breakdown of all non-FIC equipment on the date of event. The caterer is also responsible for (1) set-up and break-down of rental equipment and the kitchen prep area (which may only be used for staging and warming of prepared food, and not for actual food preparation); (2) maintaining event space including but not limited to, quickly cleaning up any food or drink spills during event, (3) The responsibility for returning the kitchen to its original condition rests with the caterer.

The caterer shall not leave equipment, linen or cleaning to a later date, nor shall any equipment, linens, flowers, food, or other items brought for the event be left for pick up on another day after the event and must be removed within 1 hours of end of event. The Licensee will be responsible for the caterer's compliance and for returning all other spaces rented for the event to its original condition. The FIC is not responsible or liable for any loss, damage or disposal of, but not limited to, any above mentioned items.

The caterer may, with prior permission, use its own additional kitchen equipment (i.e. warming ovens, electric ovens, sterno warmers), provided the FIC's facilities are compatible with said equipment and approved by FIC Executive Administrative Assistant. The use of propane, butane or any type of gas canisters, cooking stoves, and cooking of any kind on-site is NOT permitted. The caterer must be onsite to accept any deliveries that the Licensee has arranged, including but not limited to donated or privately purchased alcohol.

Liability: The Licensee is liable for any damages to equipment and/or facilities of the FIC due to negligence of the Licensee, its agents and/or guests. The FIC does not warrant the use or performance of any of its equipment.

Event Set-Up: The FIC can provide a limited number of 60" round or 6 foot rectangular tables and chairs .The Licensee or Licensee's representative/vendor is responsible for setup and breakdown of all rented equipment. Any and all equipment, food, flowers, etc. must be removed from the building immediately following the event. The FIC is not responsible or liable for any equipment left at the facility, or its disposal, after the end of the event. The FIC's agents will setup and break down all FIC-supplied or -owned equipment.

The Licensee must inform the FIC of a recommended room set-up at least two weeks prior to the event date to make sure that the City of Chicago's building; fire and electrical codes are met. The Event Executive Administrative Assistant will determine the location of all equipment to meet required fire lanes/exit paths for the event and will revise the event setup, if necessary, to comply with these requirements with or without the Licensee's approval.



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Event Time Extension: If an extension of the contracted event time is required, it must be made no less than two weeks prior to the event date, and the additional fee paid at that time. No extension of time is allowed or will be made the day of the event.

Deliveries: The event coordinator must be notified in writing, including date and time of deliveries, two weeks in advance of all deliveries to the FIC, including but not limited to equipment, food, flowers, etc. for approval. Vendor information not provided will result in those vendors being denied building access. The caterer is responsible for providing all carts needed to move equipment to and from the event site. All deliveries must occur on the event date during scheduled through the rear of the building.

Decorations: Decorations, including but not limited to, stickers of any kind, are not permitted in the FIC. All decorations must be freestanding and nothing can be attached to any walls or doors and must be approved by an event coordinator.

Candles: Use of votives and/or enclosed candles is allowed but must be approved prior to your event by an event coordinator. The placement of candles on the floor is prohibited and all candle flames must be below the top of the container.

Storage: The FIC does not provide storage facilities prior to or after any event. Any items left in the FIC will be discarded.

Printed Material: The FIC must approve printed materials, and any information to be posted on the Internet related to an event prior to being printed or distributed by the Licensee. Adequate time should be allowed for this approval process. FIC at its discretion may request that the Licensee revise or reprint any material it did not approve at the Licensee's expense.

Lighting: Lighting variations are limited. Please discuss lighting options with the Executive Administrative Assistant. For safety reasons, turning the lights completely off during an event is strictly prohibited.

Staff: The Executive Administrative Assistant will work with the Licensee for the floor plan prior to the event however; the Assistant will not be present during the event. The FIC does not provide a technician. The Licensee is required to provide all necessary personnel as needed for its event.

Sale, marketing of goods, gaming: The sale or marketing of goods or services by private, corporate, or for profit entities is not permitted. The FIC does not allow any variety of gambling, gaming, bingo, casinos or wagering of any kind as an element of an event.

Security: The FIC will provide one uniformed security officers for all events. Coverage level is dependent upon the size of the event, location and hours. However, the FIC reserves the right, at its discretion to require additional security at the Licensee's expense, and time permitting with the Licensee's prior approval.

Smoking: The FIC strictly adheres to the City of Chicago's Clean Air Ordinance and is a smoke-free facility. Smoking is prohibited in all FIC areas, corridors, prep-kitchen, and bathrooms and within 15 feet of the entrance. The Licensee is responsible for informing guests of the FIC's No Smoking policy. Failure of the Licensee, their guests, or caterer to enforce the no-smoking policy will result in forfeiture of the Licensee's and/or caterer's security deposit.

Entertainment, Music: The Licensee is solely responsible for ensuring that any entertainers, band or disc jockey are aware of the end time and the limited electrical power available in the space rented for the event. The band or disc jockey must provide any necessary extension cords and cables, and all extension cords and cables must be taped down with non-residue tape to the satisfaction of the FIC Coordinator. The use of duct tape is not permitted.



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Alcohol Insurance: The Licensee is responsible for securing the certificate of alcohol insurance in order to serve any alcoholic beverages with Service Is Us, 5459 N. Broadway, Chicago, IL 60640, 773.784.2225. All bartenders must be provided by Services Is Us.

Bars: Cash bars, the sale of drink tickets, and self-service bars are strictly prohibited. **Please initial:** _____

Admittance Fee: The Licensee is not permitted to charge admission for any events at the door, no exceptions. **Please initial:** _____

Event Hours: All events must end by 1:00 a.m. with no exceptions. **Please initial:** _____

I hereby acknowledge that I have read and agree to follow the Policies and Procedures of the Chicago Housing Authority's Charles A. Hayes Family Investment Center for events held there.

Licensee: _____

Licensor: _____



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The Charles A. Hayes Family Investment Center is not affiliated with any of the listed companies. This list is provided for informational purposes only to be used by clients at their own election, discretion and risk.

Bartending Service:

Service Is Us Inc.
5459 N. Broadway
Chicago, IL 60640
773-784-2225
www.serviceisus.com

Recommended Caterers:

Pierre's Event Co.
352 E 115th St.
Chicago, IL 60628
708-341-4579
www.pierreseventco.com

Love's Chicago Catering
770 N. Halsted St.
Chicago, IL 60642
312-259-5010
www.lovesyogurt.com

Recommended Entertainment:

T-Cain Entertainment
A Full Service Entertainment Company
773-981-5478

DJ Reg
In The House Productions
7641 South Yates Blvd.
Chicago, IL 60649
773-454-4966