

## **CONTRACT FOR USE OF TOWNSHIP PARK FACILITIES**

THIS CONTRACT for the use of Medina Township Park Facilities ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by \_\_\_\_\_ ("Applicant") and Medina Township (the "Township"), a duly formed body corporate and politic of Peoria County, State of Illinois;

WHEREAS, the Township is committed to the continued promotion of youth programs at its Park located at [INSERT ADDRESS] ("Township Park"); and

WHEREAS, Applicant desires to host and/or participate in various youth sporting events at Township Park, which may include food sales and related fundraising operations during the course of [DESCRIBE EVENT, INCLUDING DATES] (the "Event");

THEREFORE, in consideration of the mutual promises hereinafter made, intending to be legally bound thereby, the parties hereto covenant and hereby stipulate, represent, warrant and agree as follows:

### **Section 1      SCOPE OF AGREEMENT**

Applicant is hereby authorized to use Township Park to the extent authorized by this Agreement, including the above WHEREAS clauses, which are incorporated herein.

### **Section 2      TERMS OF AGREEMENT**

This Agreement is effective as of the Effective Date and shall continue until the conclusion of the Event unless otherwise stated herein. Notwithstanding the foregoing, a non-breaching party may terminate this Agreement upon notice to a breaching party within seven (7) business days of the Event, with said notice stating the breach, and affording the breaching party three (3) business days to cure. However, if the breach involves Applicant's violation of local, state, or federal law, Township may cancel this Agreement immediately without notice and without an opportunity for Applicant to cure the breach if the law requires (for example, a shut down of the Event due to a health-related infraction).

### **Section 3      HEALTH AND SAFETY-RELATED WARRANTIES**

In addition to those warranties and requirements stated elsewhere in this Agreement, Applicant expressly warrants:

- a) Applicant will comply with all applicable federal, state, and local laws, including the Americans with Disabilities Act, and will be in compliance with all such standards in any way related to the Event.
- b) Applicant is solely responsible for obtaining all appropriate permits, licenses, and approval from Peoria County, the State of Illinois, and the United States of America for the Event, including, but not limited to, all Peoria County Health Department permits deemed appropriate by that agency for food preparation and service.

- c) If granted an appropriate permits, Applicant may utilize grills for the Event, but grilling must be confined to enclosed metal containers and may only take place where authorized by the permitting authority. Hot coals must be cooled or doused with water after use and must be disposed of by Applicant as appropriate under local, state, and federal law. Disposing of coals on grass, at the base of a tree, or at any other location is strictly prohibited.
- d) Applicant warrants that alcohol will be prohibited during the Event.
- e) Applicant warrants and represents that all of its workers, employees, or independent contractors assigned to participate in the Event, including but not limited to, food handlers, umpires, coaches, and other personnel have the necessary experience and training to carry out the work contemplated herein.

All costs incurred by Applicant for the Event, including but not limited to permits, licenses, and others approvals are at the sole expense and risk of the Applicant, and copies of said documents must be provided to the Township Clerk before the Event can begin.

#### **Section 4 INDEPENDENT CONTRACTOR**

Applicant is at all times an independent contractor, and not an agent of the Township. Applicant shall not represent itself as an agent of Township to any third party. All vendors or other persons working at the Event shall work under the direct supervision of Applicant. Nothing in this Agreement shall be deemed or construed by any third party as creating a relationship of principal and agent, joint venture, or partnership between the parties hereto.

#### **Section 5 INDEMNIFICATION AND LIMITS OF LIABILITY**

Applicant assumes all responsibility for and hereby agrees to indemnify and hold harmless Medina Township, its Board of Trustees, all officers (including the Medina Township Road District Highway Commissioner), agents, employees, and attorneys against any losses, damages, liabilities, actions, suits, fines, proceedings, costs or expenses that Medina Township may incur or sustain or for which it may become liable (including, but not limited to, personal and bodily injury to, or death of, persons or damage to property) resulting from, arising out of or in any way relating to the Event. The obligation to indemnify and hold harmless Medina Township will survive the termination or expiration of this Agreement.

#### **Section 6 INSURANCE**

Applicant shall, at its sole expense, maintain in effect at all times during the Event insurance coverage with insurers deemed satisfactory by Township. The insurance coverage shall not only extend to Applicant, but the Township, Medina Township and the Medina Township Road District. These entities shall be named as additional insurers.

Applicant shall submit two documents to satisfy this insurance requirement:

- a) A "Certificate of Insurance" in the amount of no less than \$1,000,000.00 worth of General Liability coverage that names Medina Township and the Medina Township

Road District as additional insureds on a primary, non-contributory basis that must cover the Event, including all set-up and tear-down for the Event occurring at Township Park or in preparation of the Event at other locations. The Certificate of Insurance MUST provide thirty (30) calendar days notice of cancellation, except ten (10) days notice for non-payment of premium. Please reference the Event on the insurance certificate.

- b) An "Endorsement" issued under Applicant's General Liability policy of insurance for the Event that reflects the following as additional insureds for the Event: "Medina Township, the Medina Township Road District, members of the Medina Township Board of Trustees, and all other officers, agents, and employees of Medina Township, individually and collectively." No abbreviations or changes in the structure of this sentence will be accepted. The Endorsement shall also state that coverage afforded by the Endorsement shall apply as Primary. Other insurance maintained by the Township shall be excess only and not contributing with the insurance provided under Applicant's policy(ies). If Applicant's carrier is unable to fit the additional insureds on the space provided on the Endorsement, an attached Exhibit with the proper wording is acceptable.

No requirements contained in this Section are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Applicant under this Agreement. Applicant shall deliver an original certificate of insurance and required notices pursuant thereto to the Medina Township Hall in care of the Township Clerk. The Event will not be allowed to proceed (including any on-site preparation) until the documents required in this Section of the Agreement have been obtained and furnished to and approved by the Township.

**\*Section 7    CLEANING UP**

Applicant shall at all times keep Township Park free from the unreasonable accumulation of waste.

**Section 8    GOVERNING LAW**

All matters regarding the construction and interpretation and performance of this agreement shall be governed by the laws of the State of Illinois. Peoria, Illinois shall be the exclusive venue and jurisdiction for the resolution of disputes hereunder.

**Section 9    SAFETY**

Applicant shall immediately (within one hour) notify Township of any injury or potential violation of the law relating to its obligations under this Agreement. This notice shall be confirmed and delivered to Township in writing within twenty-four (24) hours from the time of the injury.

**Section 10    ASSIGNMENTS**

This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective heirs, successors, and permitted assigns, but Applicant shall not assign this Agreement without the prior written consent of Township.

**Section 11 FORCE MAJEURE**

Neither party will be considered in default of this Agreement to the extent that any such breach is made by any cause beyond a party's reasonable control such as acts of God, wars, fires, explosions, natural disasters, sabotage and governmental laws ("force majeure event"). Labor issues shall not constitute a force majeure event.

The party whose performance is affected by any force majeure event shall give prompt notice to the other party stating the details and full particulars in the expected duration, and shall take reasonable steps to resume performance promptly. If the force majeure event continues for more than thirty (30) calendar days, the party not affected shall have the option to terminate this Agreement upon notice to the other party.

**Section 12 NOTICE**

Any notice or demand required or permitted under the terms of this Agreement or any rule of law shall be deemed or been duly given made if deposited in the United States Mail in a sealed envelope postage pre-paid by registered or certified mail or delivered by private overnight courier service (UPS or Fed-Ex only) respectively addresses as follows:

To: Township  
Medina Township Clerk  
[INSERT PREFERRED CONTACT INFORMATION]

To:  
Applicant  
[INSERT INFORMATION]

In the event notices are sent by overnight courier, it shall be deemed effective on the next business day after sending. In the event that it is sent by registered or certified mail, it shall be deemed to be effective on the third business day after sending. Either party may direct that notice be given to a different address by subsequent written notice.

Further, Applicant provides the following "Emergency Contact" information should the Township need to reach a representative of the Applicant or should the Applicant need to contact the Township with any issue related to the Event:

[INSERT EMERGENCY CONTACTS]

**Section 13 CONFLICTS AND DOCUMENTS; ENTIRE CONTRACT**

This Agreement sets forth the entire agreement between Applicant and the Township on the subjects covered herein, and no terms, conditions, understanding or agreement purporting to modify or bury the terms of this Agreement shall be binding unless made in writing and signed by authorized representatives of Applicant and the Township.

**Section 14 INTERPRETATION**

This Agreement is a contract of negotiations during which the parties have had an opportunity to make alterations, changes and deletions and have in fact made such alterations, deletions, and additions to the text. This Agreement should be read as drafted equally by all concerned with no presumption or penalty attached to any party for its particular role in producing any preliminary or final draft of this Agreement or any provisions thereof.

**Section 15 NO PARTY BENEFICIARY**

The parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision hereof are for the exclusive benefit of Applicant and the Township and not for the benefit of any third party and no third party shall be able entitled to rely upon or enforce the terms of this Agreement or to be a third party beneficiary thereof.

**Section 16 COUNTER PARTS**

This Agreement may be executed using any number of counter parts and shall be fully effective and enforceable upon exchange of such executed counter parts by facsimile or electronic mail transmittal. Immediately following the exchange of executed counter parts by transmittal, the parties shall transmit signed original counter parts to each other but the failure of either party to comply with this requirement shall not render this Agreement void or otherwise unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement with the date first above written.

APPLICANT

MEDINA TOWNSHIP

By:

By:

\_\_\_\_\_

\_\_\_\_\_

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

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

ATTEST:

By:\_\_\_\_\_
Township Clerk

