



Athletic Field/Facility Allocation and Usage Policy

TABLE OF CONTENTS

INTRODUCTION

DEFINITION OF TERMS

Facilities..... 3
 Athletic Facilities..... 3
 Athletic Fields..... 3
 Resident Status..... 3
 School District Resident (SDR)..... 3-4
 Youth Status..... 4
 Non-Profit Status..... 4
 Affiliate Status 4-5

ATHLETIC FIELD USE POLICY 6
 Priority Group Qualification: Groups 1-8..... 6-7

CRICKET FIELD LOTTERY 7

PROCESS FOR OBTAINING PERMITS7-12
 Disclaimer7
 Application.....7
 Permit and/or License Procedures.....8
 Pre-season Scheduling Permit Requests8
 Written Agreement 8
 Permit (or License) Changes, Reschedules, New Requests.....8
 “3 Strikes Rule” Deposit8
 Fee Payment.....9
 Permit or License Cancellation.....9
 Athletic Field Rest And Renovation..... 9
 Athletic Field and Facility Lining/Marking10
 Field/Facility Modifications10
 Traffic/Parking 10
 Tournament10
 Special Events.....11
 Liquor 11-12
 Liability Insurance Requirements..... 12
 Errant Shots.....12
 Investigations – Cooperation with the Park District and PDRMA.....12

ATHLETIC FIELD/FACILITY ALLOCATION PROCEDURES 13

ATHLETIC FIELD/FACILITY USE RULES & REGULATIONS..... 14-15

ATHLETIC FIELDS/FACILITIES INCLEMENT WEATHER CLOSURE POLICY 16

“THREE STRIKES RULE”
 POLICY FOR PERMITTED USE OF ATHLETIC FIELDS/FACILITIES..... 17-18

Appendix A - ATHLETIC FIELD/FACILITY USE RULES AND REGULATIONS FORM..... 19

Appendix B - HOLD HARMLESS AND INDEMNITY AGREEMENT 20

Appendix C - APPLICATION FOR USE OF ATHLETIC FIELDS/FACILITIES FORM 21-22

Appendix D - TOURNAMENT APPLICATION FORM 23-24

Appendix E – COMMERCIAL USE OF PARKS LICENSE APPLICATION..... 25-27

Appendix F - SOCCER GOAL SAFETY AND EDUCATION POLICY28-29
Appendix G - CONCUSSION INFORMATION SHEET..... 30-31
Appendix H – LICENSE AGREEMENTS TO USE PARK DISTRICT PROPERTY FOR SPECIAL EVENTS 32-36
APPENDIX I – 2023 DAILY HERALD PUBLICATION EXAMPLE 37
APPENDIX J – FACILITY AND ROOM RENTAL AGREEMENT..... 38-44
APPENDIX K – NON EXCLUSIVE LICENSE AGREEMENT (FOR CRICKET FIELDS).....45-63

INTRODUCTION

This policy manual contains general information, guidelines and policy. It is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to the general policies and procedures described. Rather, this manual has been prepared as a general reference guide and to set general policy of the District. The Park District reserves the right to unilaterally revise, supplement or discontinue any of the policies, guidelines or procedures described in this manual. Nothing in this manual is intended, either expressly or impliedly to provide any right or benefit of any kind whatsoever to any person or entity, or to acknowledge, establish or impose any legal duty to a third party.

The Hanover Park Park District issues permits or licenses for the use of athletic fields and facilities to organizations and the general public for recreational activities and programs. The purpose of this guide and policy is to outline the procedures, regulations and allocation priority for the permitted use of athletic fields and athletic facilities. Due to the demand for use of Park District athletic fields and facilities it is imperative that all user groups abide by the policies and procedures set forth in this guide.

Athletic facilities are allocated and permitted in three time periods, April through mid-August, mid-August through November, and December through March. Assigned Staff will monitor proper use of facility allocation and permits. Priority will be given to Hanover Park Park District activities and programs, non-profit groups that have entered license agreements with the Park District on a seasonal basis allocated by lottery (Cricket), Hanover Park School District groups, affiliated organizations, Hanover Park youth and adult non-profit organizations and Hanover Park Park District residents. The Park District will charge fees to recover costs to operate, maintain and administer the use of facilities.

The assigned staff will make interpretation of language in the Athletic Field/Facility Allocation and Usage Guide. An appeal of the staff's decision may be made to the Executive Director and must be submitted in writing with justification within ten (10) working days from the decision. The Executive Director's decision is final.

A. DEFINITION OF TERMS

Facilities –Athletic Fields and indoor Athletic Facilities.

Athletic Facilities – The gymnasium and the indoor tennis/pickleball courts in the Hanover Park Park District Community Center for sports and athletic activities including basketball, volleyball, tennis pickleball, indoor soccer and other sports, and for such non-sport/non-athletic activities limited herein so as to minimize interference with Park District programs and member use programs and recreational activities, and minimize the risk of damage to sport court surfaces.

Athletic Fields – Natural turf and incorporated cut our dirt or clay areas utilized for sports play areas and perimeter fencing and fencing to separate dugouts and/or benches for player participants on property owned or leased by the Park District and designated by the Park District for sports and athletic activities, including soccer, cricket, baseball, softball, football, lacrosse, rugby and other sports.

Resident Status - Resident status is defined as groups or organizations with at least 67% or more Hanover Park Park District residents. Team rosters and/or individual participant utility bills/photo ID may be required by Park District staff to verify residency status. For the purpose of determining residency percentages, groups or organizations may include School District Residents (SDR's) in their residency total.

School District Resident (SDR) - A School District Resident (SDR) is a person who lives within the

boundaries of School District 20, 54, 87, 93, 108, 211 or U46 and pays taxes to one of said school districts, but may not contribute to Hanover Park Park District taxes. This includes those who live in the Village of Hanover Park, or bordering municipality, or those who reside in unincorporated areas of Hanover Township, Wayne Township, Bloomingdale Township, Schaumburg Township or Elgin Township.

Youth Status - Youth status is defined as persons under the age of **18** years old.

Non-Profit Status - To qualify as a Non-Profit user, the organization must meet all the criteria below.

The organization must be registered as a not-for-profit corporation with the State of Illinois, or if not registered with the State, must have a constitution, bylaws or mission statement which clearly states the objectives of the organization are of a non-profit, non-commercial nature.

The organization Board must be comprised of volunteers, with at least 67% or more Hanover Park Park District residents. The organization must submit the following:

1. If incorporated, submit State Incorporation papers and bylaws; if not incorporated, submit constitution and bylaws or mission statement.
2. A summary of their annual budget showing all anticipated revenue, expenditures, and schedule of fees.
3. A roster of Officers with addresses.
4. Contact information for the Athletic Representative authorized to make reservations for the organization.

Affiliate Status - To qualify as an affiliate with the Hanover Park Park District the organization must be a legal entity (alternatively referred to as “the group” or the “organization”) meet the following affiliate qualifications and have a signed Facility and Room Rental Agreement or License Agreement with the Park District.

Affiliate Qualifications

1. The group shall have its own volunteer board with a set of bylaws adopted to guide the board in policy-making decisions and:
 - A. Be registered as an Illinois not-for-profit corporation, and provide a copy of your Annual Report to the Secretary of State and any required Annual Reports to the Internal Revenue Service, Illinois Department of Revenue, Illinois Attorney General; (*Note: Federal law requires most tax-exempt nonprofit organizations to allow public inspection of their recent federal annual information returns (e.g. IRS Form 990 and Form 990 Schedule A) and their application for tax-exempt status (e.g. IRS Form 1023 or 1024)*)
 - B. Provide a summary of their annual budget showing all anticipated revenue, expenditures, and schedule of fees.
2. The group and its bylaws must be compatible with the Park District’s philosophy.
3. All fees, charges, monies and expenditures shall be handled by the group, with bank accounts in the group’s own name. The group shall have a written policy regarding refunds. All requests for refunds shall be handled in a timely manner.
4. The group shall require signed and dated waivers be completed by all participants (in the case of minors, by their parent or legal guardian) carrying language as specified by the park district. *“In consideration of the permission extended to the undersigned to participate in _____, and for other good and valuable consideration, the undersigned voluntarily, knowingly, and expressly assumes the risk and liability and fully and forever release, discharge, indemnify, defend and hold harmless the Hanover Park Park District, its*

Board, officers, employees, volunteers, successors and assigns, from and against any and all claims, causes of action, bodily or personal injury claims, causes of action, bodily or personal injury claims, property damages, liability, costs, expenses including but not limited to attorneys' fees, the undersigned now has or which may hereafter accrue, on account of, arising out of or in any manner relating to the undersigned's participation in _____ “

5. The group shall appoint one Representative to serve as the liaison between the group and Park District for purpose of scheduling, planning, and dealing with problems and issues that may arise. The groups' Representative is expected to attend athletic organization meetings hosted by the Park District. All correspondence between the organization and Park District shall be communicated through the Recreation Department.
6. The group shall certify that it does not discriminate on the basis of race, color, religion, sex, national origin, handicap, political affiliation, belief, age, marital status, ancestry, or military status, or any other characteristic protected by law. The group shall comply with the Americans with Disabilities Act (ADA) which requires that each program, service and activity offered, when viewed in its entirety, to be readily accessible and usable by individuals with disabilities.
7. The group shall conduct criminal background checks on Managers, Coaches, Board of Directors and any other persons, volunteers or hired workers, who provide regular service to the organization and/or have repetitive access to, or contact with, players or teams. Anyone convicted of a crime involving moral turpitude shall not be allowed to work or volunteer with the organization.
8. The group must understand and agree that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any group position and/or activity and that the Park District is not responsible for any hiring or retention decision.
9. The group agrees and understands that neither the group nor its officials, officers, members, employees or volunteers (collectively "group") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The group will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any group activity will be the group's sole responsibility and not the Park District's. Also, it is understood that the group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the group will be solely responsible for its own actions. The Park District will in no way defend the group in matters of liability.
10. The group must comply with the Abused and Neglected Child Reporting Act (325ILCS5/let seq 1) as required by the statute.
11. The group shall provide a roster listing addresses of all members (if applicable) and all participants prior to the start of each season.
12. At least 67% of the participants must reside within the Hanover Park Park District boundaries.
13. Organization's board must endorse the Hanover Park Park District's "Guidelines for Youth Sports Conflicts".
14. Organization shall recognize the Hanover Park Park District as a partner in all publicity. In return, the Park District will recognize the organization as an affiliate and provide web links and/or contact information.
15. Organizations shall provide a copy of their game schedules to the Park District prior to the start of the season.

16. Organizations shall pay all invoices for facility use, lights, and or other services in a timely manner.
17. Organizations shall adhere to all Athletic Field/Facility Rules & Regulations included within the Athletic Field/Facility Allocation and Usage Guide, and all pertinent Hanover Park Park District and Village of Hanover Park ordinances.
18. Each organization’s affiliate status will be reviewed on an annual basis by the Hanover Park Park District.
19. The number of affiliate organizations may be limited based upon available Park District resources.

B. ATHLETIC FIELD USE POLICY

Due to the limited number of fields and facilities available, the Hanover Park Park District Board of Commissioners has established the following Athletic Field and Athletic Facility Use Policy for the allocation and use of athletic fields and athletic facilities and the gymnasium and sports courts.

Athletic Field and Athletic Facilities Use Policy

The Hanover Park Park District recognizes the necessity to afford District residents, and to a lesser degree the general public, the opportunity to rent athletic fields and athletic facilities either owned or leased by the Park District. Priority will be given to Hanover Park Park District activities and programs, non-profit groups that have entered license agreements with the Park District on a seasonal basis allocated by lottery (Cricket), Hanover Park School District groups, Affiliate organizations, Hanover Park youth and adult non-profit organizations and Hanover Park Park District residents. This excludes the cricket fields whose rentals will be determined by a lottery system. See Cricket Fields Lottery - Hanover Park Park District for 2023 (attached as example. The Park District will charge fees to recover costs to operate, maintain and administer the use of athletic fields and athletic facilities or the gymnasium and/or play courts.

The Hanover Park Park District has established the following priority use.

Priority Group Qualification: Groups 1 – 9

Priority use of athletic fields/facilities will be allocated as follows:

Group 1: Hanover Park Park District sponsored or co-sponsored activities and programs.

Group 2: Non-profit adult programs, and organizations that have entered License Agreements to utilize an athletic field for league games or matches and practices for at least the preceding two years.

Group 3: School District 20, 54, 87, 93, 108, 211 and/or U46 programs, School District Residents, Village of Hanover Park programs or special events, or other governmental programs and special events.

Group 4: Affiliate programs, organizations or events. Non-Profit adult programs or affiliate organizations that have entered License Agreements to utilize an athletic field(s) for league games, matches and/or practices, or the gymnasium on a seasonal basis for at least the preceding two years.

Group 5: Non-profit youth programs, organizations or events with at least 67% Hanover Park Park

District residency status.

Group 6: Non-profit adult programs, organizations or events with at least 67% Hanover Park Park District residency status.

Group 7: Non-profit youth programs, organizations or events with less than 67% Hanover Park Park District residency.

Group 8: Non-profit adult programs, organizations or events with less than 67% Hanover Park Park District residency.

Group 9: All other programs, organizations or events.

Athletic Fields and Athletic Facilities will be allocated to organizations within each priority group based on the percentage and number of verifiable total Hanover Park Park District residents participating in programs run by that organization.

The Executive Director shall develop and publish procedures which define the terms and implement the allocation of athletic fields in accordance with this policy.

C. CRICKET FIELD LOTTERY

Community Park and Heritage Park Cricket Fields will be rented out based on a lottery system for the season: May-September. Each year, a notice will be published and sent out in the Fall to notify any interested parties of the date and time of lottery and applicable dates. (See example Cricket Fields Lottery – Hanover Park Park District for Daily Herald publication and mailed to prospective renters 2023 attached as Appendix I.) Interested parties must fill out a field application along with a deposit by the deadline to participate in the lottery. Once the lottery is completed, any open dates will be reserved first-come, first-served. Cricket clubs/teams will be required to enter a Non-Exclusive License Agreement inform as et forth on Appendix K.

Dates to be determined.

D. PROCESS FOR OBTAINING PERMITS OR LICENSE AGREEMENTS

Disclaimer

The Park District makes no representations whatsoever that any of its fields/facilities are appropriate and/or compatible with any contemplated activity. Applicants and permit holders are solely responsible for determining if any field/facility is safe and appropriate for any intended use. Permit holders or licensees are expected to inspect any field/facility prior and subsequent to each use to identify any unsafe condition and shall promptly advise the Park District in writing of any perceived unsafe or dangerous condition.

Application

Athletic fields and facilities are permitted and allocated in three time periods. This allocation schedule is not intended to interrupt assignments for teams and/or organizations during the course of a season that has already started. Each organization is required to sign and submit an Athletic Field/Facility Use Rules and Regulations form (*see page ____*), Hold Harmless and Indemnity Agreement form (*see page ____*), Application for Use of Hanover Park Park District Fields/Facilities form (*see page ____*), and provide a certificate of insurance naming the “Hanover Park Park District” as an “Additional Insured” prior to the issuance of a permit (*see insurance requirements on page ____*). **Roster information may be required for verification of residency status.**

Multiple-use reservations may be made for more than one date or with reoccurring weekly use. Any person or organization missing the scheduling deadlines will have access to any remaining facilities on a first-come, first-served basis after the allocation process is finalized. Submission of a request does not constitute approval. Approval is given according to the allocation policy, after a deposit is paid and when a permit is issued or license agreement entered. Every effort will be made to accommodate the group’s use of facilities.

Permit and/or License Procedures

Requests to permit the use of Hanover Park Park District fields and facilities are made through the assigned staff at the Hanover Park Park District Community Center, 1919 Walnut Avenue in Hanover Park, 630-837-2468. Groups wishing to utilize a facility for a game must complete the appropriate application forms. Each group must assign an Athletic Representative who will be the main contact with the Park District for facility scheduling.

Pre-season Scheduling Permit or License Requests

An Application for Use of Hanover Park Park District Fields/Facilities is required and must be submitted according to the dates listed in *Table 1*.

Table 1

Applications Due	Events/Dates
September 1	-all tournaments for the following calendar year.*
January 1	-all April through mid-August rentals.
May 1	-all mid-August through November rentals.
September 1	-all December through March rentals

*Tournament requests must be submitted using the “Tournament Application” form. (*see page ____*)

Block permits or licenses pursuant to a written license agreement may be issued to organizations for league scheduling purposes. Game schedules must be submitted to the Park District at least 10 business days prior to the start of the season and will be used by Park District staff to reallocate non-game times to other users.

Written Agreement

It shall be a condition precedent to the grant of any permit or license to use any Park District athletic field or facility that successful applicant shall have submitted a signed Facility and Room Rental Agreement in form as set forth on Appendix J or a license agreement prepared by the Park District, and if an entity shall have furnished the District with written documentation as to its legal existence, type of entity, and the authority of the person signing such agreement on behalf of the entity and to bind it to said agreement. For Cricket Field see Appendix K.

Permit (or License) Changes, Reschedules, New Requests

Any permit or license changes, reschedules or new requests for use of Hanover Park Park District facilities must be submitted in writing **by the group’s Athletic Representative a minimum of 5 business days prior to the requested use date**. Scheduling requests received less than 5 business days prior to the requested use date will be processed as resources allow. Scheduling of facilities will be based on availability.

“3 Strikes Rule” Deposit (\$250)

A deposit is required on permit reservations for athletic group rentals. Each athletic organization is required to submit a deposit. The deposit will be applied to the balance owed to the Park District for facility use at the end of the season if the group abides by all Athletic Field/Facility Use Rules and Regulations and all pertinent Hanover Park Park District and Village policies and ordinances. If a deposit is forfeited, the group must submit a new deposit payment prior to use of previously issued permits or continuance of reservation privileges. **The \$250 “3 Strikes Rule” deposit is due in full for each group at the time the permit application is submitted.** A Three Strikes Rule deposit is not required for tournament applications.

Fee Payment

Payment for facility use will be invoiced to the organization at the conclusion of each season. Invoices must be paid within 30 days of issuance. A finance charge of 1.5% per month or an annual percentage rate of 18%, will be computed on all past due balances. Single date renters will be required to pay in advance of the rental date.

Permit or License Cancellation

Permits or licenses may be cancelled and/or rescheduled. Permits or licenses cancelled by the Hanover Park Park District or due to inclement weather may be rescheduled as availability allows. Any organization that has been allocated space and does not intend to use the space according to the permit or license shall notify the assigned staff so that the facilities may be reallocated or otherwise used to their maximum. Permits or licenses for a specific event cancelled by the user at least 10 days prior to the event will not be charged to the user. Permits or licenses for a specific event cancelled with fewer than 10 days notice may be charged to the user, except if the cancellation is due to inclement weather or unplayable field conditions.

Facilities may be closed at the discretion of the Park District Staff. Closures are kept to a minimum when facilities remain in playable condition. Priority is given to maintenance needs and rest and renovation periods for all facilities. The Hanover Park Park District may cancel use of Park District maintained facilities for reasons including, but not limited to:

- Field/Facility renovations
- When the health and safety of participants are threatened due to impending conditions, including but not limited to, heavy rains, pesticide applications, etc.
- When “poor or unsafe” field conditions exist (*see definition on page 13*)
- Non-adherence to Athletic Field/Facility Allocation and Use Guidelines, Park District or Village ordinances
- At all other times when deemed to be in the best interest of the Hanover Park Park District

Athletic Field Rest and Renovation

A rest and renovation program is scheduled for Hanover Park Park District athletic fields. Only the Park District may contract outside contractors to perform field renovations. The Park District does attempt to be flexible in accommodating user groups, but ultimately the health and safety of the user and the condition and playability of the fields or facilities takes priority. This may require the closure of fields or facilities, denial of use of a field, and/or alternate sites for athletic use.

Athletic Field and Facility Lining/Marking

- Lining of athletic fields on Park District property is prohibited unless noted on the permit or in the license agreement.
- Burning lines on Park District property is not permitted.
- Utilizing tape or other materials to mark indoor floors is not permitted unless approved by the Park District.
- Only the Hanover Park Park District may mow grass and apply chemicals/fertilizers to Park District property.
- Any user failing to comply with established guidelines and notification requests are subject to pay for all damages occurring to the field/facility and the termination of the use permit.

Field/Facility Modifications

Requests to modify or improve any Park District facility shall be submitted in writing to the Hanover Park Park District Superintendent of Parks and Recreation for consideration. No permanent structures or equipment shall be erected on any Park District facility unless approved by the Park District and is dedicated for community use. All permanent field/facility improvements shall become the property of the Hanover Park Park District.

Requests to modify field/court size for multiple-use shall be submitted in writing to the Hanover Park Park District Superintendent of Parks and Recreation for consideration. Users may not modify a facility without approval noted on the permit.

Traffic/Parking

The Hanover Park Park District strives to be good neighbors with residents near parks and facilities. Groups are expected to cooperate with the Park District to minimize problems due to parking/traffic. This may require groups to stagger game times, increase the time between scheduled games, direct participants/spectators to use specific parking areas, reduce the number of teams playing or practicing at a particular site, etc. For rentals of any portion of the Community Center at which the applicant reasonably expects 200 or more attendees, the applicant may need a special event permit from the Village of Hanover Park, and if required by the Village shall abide by all of its parking and traffic requirements and payment of all costs which may include, without limitation, off site parking and bussing.

Tournaments

The Hanover Park Park District has a strong interest in developing and attracting tournaments to the community. Tournaments are a unique opportunity to showcase facilities and the community, provide enhanced levels of play, and provide revenue for the Park District and local economy. As such, tournaments will be evaluated on a case by case basis with a goal to balance local play with attracting out of town visitors and revenue. Initial requests for tournaments are due September 1st for the following calendar year. Tournaments will not be part of the athletic field priority group allocation process and will be considered and developed through a separate agreement.

All organizations wishing to host a tournament using Park District maintained fields/facilities must complete and submit a Tournament Application form. (*see page 19*) Tournament request requirements include:

- Tournament Applications must be submitted by September 1st for all tournaments to be conducted during the following calendar year. Applications received after the deadline will be processed based on availability.
- Tournament requests must be submitted separately from regular game requests.
- The applicant completing the Tournament Request Form must prioritize the tournaments, if requesting more than one tournament.
- Organizations that receive approval for a tournament must enter into a Tournament Agreement with the Park District. The Tournament Agreement will include event fees and special conditions regarding the use of the athletic fields/facilities.

Special Events

Athletic fields and athletic facilities are to be used for sports, athletic, and recreational activities only, except the gymnasium may be rented for a community special event for up to ten (10) consecutive days once per calendar year [max per Village Ordinance?], and for up to two (2) consecutive days not more than two (2) times per year, and the southerly indoor tennis courts/pickleball court area with steel frame and fabric roof covering (the “South Covered Tennis/Pickleball Courts”) (and not the courts in the air inflated structure) may be rented for up to two (2) consecutive days not more than three (3) times per calendar year between April and September, and up to a single (1) day not more than two (2) times per calendar year between October and March. Usage of the South Covered Tennis/Pickleball Courts for non-tennis or non-pickleball purposes shall be subject to the following limitations and rules:

- Rental for non-sports, non-athletic, or non-recreational use must be for the entire South Covered Tennis/Pickleball Courts wing.
- The event cannot be open to the public but must be limited in capacity with the maximum number of people given at the time of application.
- No more than 1,000 people within each event time.
- Renter responsible to cover all court surfaces with paper, plastic or canvas.
- No table and chairs on court surfaces even if covered.
- No dancing permitted on court surfaces, even if covered.
- No food or drinks except water.
- All guests must wear tennis shoes, rubber soled shoes, or no shoes on court surfaces (even if covered) and on adjoining areas. No high heeled shoes. Shoes must be worn in the common areas of the CCAC facility.
- Tennis court nets will be removed by Park District staff prior to such events, but tennis net posts will not be removed for any such special event.
- Any music of amplified activity must end by 10:00 p.m.
- It shall be a condition precedent to use any Athletic Field(s) or any Athletic Facility for any non-sports, non-athletic, or non-recreational activity with estimated guests of 200 or more people that the proposed renter shall enter a written license agreement with the Park District in form and substance generally as set forth on Appendix H, or a facility rental agreement similar to the Room Rental Agreement in the Room Rental Usage Guidelines, and, if applicable, shall apply for and procure a special events permit from the Village of Hanover Park, and comply with all off-site parking, policing, and other requirements in any such special events permit, or provide a letter from the Village confirming that a special event permit is not required for such event.

(collectively, the “Court Protection Measures”).

Event sponsor may need to apply for, procure, and adhere to the requirements, including payment of costs determined by the Village, for a special event permit from the Village of Hanover Park per its Administrative Policy (Directive: 003), considered by the Village on a case by case basis. The renter shall comply with all Park District ordinances and with all Village ordinances.

Liquor.

Except for community gatherings that take place inside the Hanover Park Park District Community Center at Community Park where the sale and service of beer and wine is conducted by BASSET trained Park District employees, no alcoholic beverages shall be sold on or adjacent to any athletic field or athletic facility except by private parties in connection with private party room rentals as defined in and in accordance with the separate Rental Guidelines that requires a separate Facility and Room Rental Agreement and the renter to provide commercial general liability and liquor liability insurance or host liquor liability insurance to cover the rental event which may be purchased through <theeventhelper.com/partner/pdrma>. For outdoor special events at which alcoholic beverages are sought to be sold and/or served the applicant must procure (i) a special event liquor license from the Illinois Liquor Control Commission (“ILCC”); (ii) a special event liquor license issued by the Village of Hanover Park local liquor commission or commissioner; (iii) a special event permit from the Village; and (iv) enter a License Agreement for Use

of Park District Property for Special Event between the event sponsor and the Park District, in form as set forth on Appendix H, except for such modifications and alterations thereto as approved by the Park District attorney and the Park Board.

Liability Insurance Requirements

Athletic Field and Athletic Facility Users shall secure and maintain throughout the period of use general liability insurance with policy limits of not less than \$1,000,000 per occurrence. The Hanover Park Park District shall be named as additional insured by endorsement. (Note: Groups using School District-owned facilities scheduled by the Park District must also include School District #20 or School District #54 as additional insureds prior to being scheduled at those locations). The types and limits of insurance may be changed from time to time as determined by the Hanover Park Park District.

The Athletic Field/Facility User agrees to hold the Hanover Park Park District harmless and free from any liability of any nature arising out of the use of Park District Recreational Facilities, to include reimbursement of any legal costs and fees incurred in defense of such claims.

If a separate license agreement is entered with the user, the insurance and indemnification requirements in such license agreement shall supersede these general insurance and indemnification provisions applicable to all permits.

Seasonal users, including cricket organizations selected by lottery and indoor volleyball clubs, that the Park District requires to enter a separate license agreement shall meet the additional insured requirements as set forth in the license agreement.

Errant Shots

Athletic field/facility users will reimburse any third party for uninsured and/or out-of-pocket expense arising out of third party property damage caused by errant balls or other means; provided that the third party is an intended and permitted user of any Park District or adjacent property. This provision is intended solely for the contracting parties and is not intended to acknowledge, recognize or impose any duty to any third party.

Investigations – Cooperation with the Park District and PDRMA

Athletic facility users shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of permit agreement, or license agreement as applicable, and in the sole discretion of the Park District, may result in revocation or suspension of any facility use privileges.

ALLOCATION PROCEDURES

Allocation of athletic fields and facilities will follow the Athletic Field/Facility Allocation and Usage Guidelines. The following procedures will be followed.

- Fields/Facilities will be allocated by priority use with the exception of Community and Heritage Cricket Fields. Cricket Fields will be rented by a lottery system.
- Fields/facilities will be allocated to organizations included in Groups 4, 5, 6, 7 and 8 based on the percentage and number of **verifiable total Hanover Park Park District residents participating in that organization.**
- Verification of Hanover Park Park District residency will be established by providing such documentation as Park District staff deems necessary, up to and including team rosters and player addresses, officer and/or member names and addresses.
- Permits will be issued for practices on game fields at the discretion of the Athletic Supervisor .
- Fields/facilities will be allocated without regard to competitive level or skill.
- Organization representatives must provide game schedules to the Park District at least 14 days prior to the start of each season.
- Tournaments and Special Events may be hosted at Park District facilities throughout the year. The Park District reserves the right to re-assign facility assignments to accommodate the needs for these tournaments and/or special events.
- After all requirements for application of facility use are met, a formal permit will be issued authorizing use of Park District maintained facilities, unless a separate license agreement is entered between the renter organization and the District.
- A copy of the permit or license agreement must be available at each site approved for use.

Requests for additional use or programs not covered by the Athletic Field/Facility Allocation and Usage Guidelines should be addressed in writing to the Athletic Supervisor.

ATHLETIC FIELDS/ATHLETIC FACILITY USE RULES & REGULATIONS

In addition to the Application for Use of Hanover Park Park District Fields/Facilities form, a completed copy of the Athletic Facility Use Rules and Regulations form is required each season. (*see page 16*) Applicants are required to abide by the specific rules of the application as well as other Park District and Village of Hanover Park ordinances. Failure to comply may result in a strike, retention of a group's deposit, and/or cancellation of any current or future permits. The Athletic Fields/Facility Use Rules and Regulations include, but are not limited to:

- Groups wishing to utilize a field or facility for a game must acquire a permit from, or enter a license agreement with, the Hanover Park Park District. The facility use permit must be available during use and presented to any Park District representative upon request. It is the responsibility of the organization's Athletic Representative to make sure coaches receive and understand that permits or license agreements, as the case may be, must be on site during use. Permits or license agreements may also be issued for the use of lighted practice areas.
- It is the responsibility of the organization's Athletic Representative and/or the individual identified as the person in charge of the permit or license agreement to enforce the rules and regulations regarding the conduct of the group while using Park District fields or facilities, including posted rules.
- Facility use begins and ends at the times stated on the permit or license, including set-up and clean up. Groups are not allowed use prior to the start time on the permit and are required to exit the field/facility and have adjacent areas cleaned up at the ending time indicated on the permit. Check your permit for specific times you may access the facilities. All litter must be picked up and placed in trash cans after each use.
- Park District fields and facilities may be permitted as available beginning at 8 a.m. for outdoor fields and facilities. Use will end at dusk on unlighted fields and at the pre-determined permit time on lighted fields and at indoor facilities. Variances to these times must be approved by the Park District and noted on your use permit.
- Permits and license agreements are not transferable or assignable. All users will ensure that no unauthorized third party is granted permission to use the facility without Park District approval.
- Practices are not allowed on lined soccer, lacrosse, cricket, or football game fields or on softball and baseball fields that have been prepped for games or matches (i.e. dragged and/or chalked and/or painted). A separate license with an overall license agreement, or permit may be issued for practice on the Community Park and Heritage Park cricket field.
- Parking is allowed in designated areas only. Vehicles are not allowed on Park District fields or property, other than parking lots, without written permission noted on the permit issued by the Hanover Park Park District. User groups must inform their participants and spectators to park in facility parking lots and public parking areas.
- Alcoholic beverages are not allowed in Park District parks, fields, or facilities, or in schools or adjacent areas except within designated areas in the Community Center with applicable state and village liquor licenses, or in connection with room rentals for private parties in accordance with the facility room rental agreement and satisfaction of insurance requirements.
- Selling food or other items is not allowed without Park District approval. A Commercial Use License must be obtained from the Park District for all sales. (*see pages 20-22*)
- The display or distribution of handbills, pamphlets, flyers, signs or any other printed material containing advertising matter, information or announcements is prohibited on Park District property.
- Amplified sound is not allowed at any facility without Park District approval and must be noted on the permit or in the license agreement.
- Balls and any other equipment thrown, batted, kicked, or otherwise that land on private property must not be retrieved without the property owner's permission.
- Property boundary walls, buildings, signs and fences are not to be used as backstops at any time.
- No hitting or kicking balls into backstops, fences, or walls ("pepper").
- Portable goals and/or markers are allowed, but must be removed daily.

- Permit holders shall inspect the field/facility prior to and subsequent to each use to identify any dangerous or unsafe condition and to determine whether the field/facility is safe and appropriate for any contemplated activity. Licensees or permit holders shall promptly advise the Park District of any perceived dangerous or unsafe condition.
- Groups shall adhere to the Hanover Park Park District's Moveable Soccer Goal Safety Policy. (*see page 23-24*)

ATHLETIC FIELDS/FACILITIES **INCLEMENT WEATHER CLOSURE POLICY**

Purpose

The purpose of this policy is to guide the use of Park District athletic fields, to prevent damage to the playing surface and injuries to field users brought upon by inclement weather or unsafe playing conditions. An effective field maintenance program is essential for safe, quality fields and sports complexes. User groups are asked to help by accepting and adhering to these rules. Groups who use Park District athletic facilities are expected to assist in protecting their participants and fields during periods of rain or inclement weather. It only takes one practice or game to destroy a field that is not ready for play.

Policy

The Hanover Park Park District reserves the right to cancel or suspend approved outdoor facility or field use permits or licenses for games, practices and other uses whenever it is anticipated that weather or field conditions could result in damage to the fields or injury to players. Permits and licenses for specific dates may also be cancelled when the health and safety of participants are threatened due to impending conditions.

Procedure

The Athletic Supervisor in consultation with the Superintendent of Parks and Planning shall have the authority to close any or all athletic fields and facilities whenever weather or facility conditions dictate.

It is the user group's responsibility to check the "Weather Cancellations" webpage at www.hpparks.org after 3:00 p.m. Monday through Friday or after 7:30 a.m. Saturday and Sunday to verify closures. Groups cannot play on fields/facilities that have been closed.

Under usual and ordinary circumstances, parks maintenance staff shall be responsible for assessing field conditions from 7:30 a.m. to 3:00 p.m., Monday through Friday. Recreation staff will be responsible for these functions after 3:00 p.m., Monday through Friday and on Saturdays and Sundays. Should weather conditions improve, maintenance staff will reassess field playability and reopen fields if conditions dictate. Field use or playability will be determined by safety conditions and/or hazards that could be deterrent to the welfare of users/players; existing and forecasted weather conditions for the day; and potential damage to the field due to use.

Groups who use Park District athletic facilities are responsible for cancelling games and/or practices on-site if "poor or unsafe field conditions" exist. The Park District's definition of "poor or unsafe field conditions" includes:

1. presence of lightning or thunder
2. standing water in an area of at least 3 feet in diameter on the field
3. water surfacing or bubbling up when walking on turf
4. field is muddy to the point that footing becomes unstable (players slipping and sliding)
5. sharp or other dangerous objects on field (i.e. broken glass, large unmovable rocks, broken base pegs, holes, etc.)
6. unsecured goals
7. broken athletic equipment

Facility users shall inspect all facilities prior to and subsequent to each use to determine the suitability of the facilities for any contemplated use and to identify any safety hazards. Facility users shall take reasonable measures to protect participants and spectators from known safety hazards. Facility users shall promptly advise the Park District of any known safety hazards.

The Athletic Field or Athletic Facility licensee or permittee shall be required to evacuate its participants, invitees and guests from the athletic field(s) in case of lightning, thunder or other inclement weather.

The Community Center can be used (during operating hours only) as a shelter in the event of evacuation of athletic field(s) due to lightning, thunder, or other inclement weather.

“THREE STRIKES RULE”

POLICY FOR PERMITTED USE OF ATHLETIC FIELDS/FACILITIES

Purpose

The purpose of this policy is to implement a systematic method of enforcing the Athletic Field/Facility Use Rules and Regulations. Notwithstanding the Park District’s option to use the “three strikes rule”, the Park District is not required to do so and may, in its sole discretion, proceed immediately with permit suspension or cancellation, or license termination.

Policy

The Hanover Park Park District reserves the right to cancel or suspend field/facility permits for games and other usages and license agreements based upon user groups violating Park District or Village of Hanover Park ordinances or the established Athletic Field/Facility Allocation and Usage Guidelines, or when it is in the best interests of the Park District.

Examples

In the event of inclement weather, wet fields may be closed. It is the user group’s responsibility to check the “Weather Cancellations” webpage at www.hpparks.org to verify closures. Groups cannot play on facilities that have been closed. If play does take place the Park District may bill the user group for damage to the facility(s). Violations may constitute a strike against the organization.

Practices are not allowed on lined cricket, soccer, lacrosse or football game fields or on softball and baseball fields that have been prepped for games or matches (i.e. dragged and chalked). Violations may constitute a strike against the organization.

If facilities are not used as requested or authorized, permits and or licenses may be rescinded. Organizations not using facilities as stated on the permit may lose facility and/or priority allocation consideration for future allocations. Violations may constitute a strike against the organization.

Any organization that has been allocated space and does not intend to use it shall notify the Athletic Supervisor so facilities may be re-allocated or otherwise used at their maximum. Violations may constitute a strike against the organization.

Organizations are responsible for picking up trash from the use area and any adjacent areas affected by the groups use and depositing it into available trash cans. Excessive trash at a facility may constitute a strike against the organization.

Additional violations to Park District or Village of Hanover Park ordinances or the Athletic Field/Facility Allocation and Usage Guidelines may constitute a strike against the organization.

STRIKE ONE

Strike one consists of documented activity in direct violation of the Park District or Village of Hanover Park ordinance or the Athletic Field/Facility Allocation and Usage Guidelines.

Penalty. A letter will be written to the user group’s president or manager and Athletic Representative documenting the violation. A report and/or pictures of the violation may be included for reference. The letter will be placed in the group’s file.

STRIKE TWO

Strike two occurs after a second documented violation within the permit period.

Penalty. A letter will be written to the user group’s president or manager and Athletic Representative documenting the violation. A report and/or pictures of the violation may be included for reference. The letter will be placed in the group’s file. In addition, the user group’s president and/or Athletic Representative will be required to meet with the Superintendent of Recreation will or designee to discuss previous violations and remedies to avoid future violations.

STRIKE THREE

Strike three occurs after the third documented violation within the permit period.

Penalty. Upon an organization reaching a 3rd strike the \$250 deposit will be forfeited to the Hanover Park Park District. Once an organization reaches a 3rd strike, the permit or license will be forfeited for further use of the athletic fields/facility.

At any time groups or organizations will be responsible for all costs associated with field/facility damage caused by their group.

APPENDIX A

ATHLETIC FIELD/FACILITY USE RULES AND REGULATIONS

Athletic groups must submit a signed copy of this form each season with their Application for Use of Athletic Fields/Facilities.

1. Groups wishing to utilize a field/facility for a game must acquire a permit (or license agreement) from the Hanover Park Park District.
2. It is the responsibility of the Athletic Representative and/or the individual identified as the person in charge of the permit or license to enforce the rules and regulations regarding the conduct of the group while using Park District facilities. These rules include, but are not limited to:
 - Facility use begins and ends at the times stated on the permit or license agreement, including inspections, set-up and clean-up. Groups are not allowed use of facilities prior to the start time on the permit and are required to exit the facilities and have adjacent areas cleaned up at the ending time indicated on the permit or license agreement.
 - Facility use will begin no earlier than 8:00 a.m. at outdoor locations. Use will end at dusk on non-lighted fields and by the time designated on the permit for all other facilities and lighted fields. Variances to these times must be approved by the Park District and noted on your use permit or in your license agreement.
 - Permits and license agreements are not transferable and are non-assignable. All users will ensure that no unauthorized third party is granted permission to use the field/facility without Park District approval.
 - Practices are not allowed on lined cricket, soccer, lacrosse or football game fields or softball and baseball fields that have been prepped for games (i.e. dragged and chalked).
 - Parking is allowed in designated areas only.
 - An approved Use Permit must be available during use and presented to any Park District representative upon request.
 - Alcoholic beverages are not allowed in Park District parks, fields, facilities, or in schools or adjacent areas.
 - Selling of food or other items is not allowed without Park District approval and will be noted on a separate permit.
 - The display or distribution of handbills, pamphlets, flyers or any other printed material containing advertising matter, information or announcements is prohibited on Park District property.
 - Amplified sound is not allowed without Park District approval and will be noted on your permit or in your license agreement if allowed.
 - Balls and any other equipment thrown, batted, kicked, or otherwise that land on private property must not be retrieved without the property owner's permission.
 - Property boundary walls, facility walls, and fences are not to be used as backstops at any time.
 - Portable goals and/or markers are allowed but must be removed daily.
 - All litter must be picked up and placed in trash cans after each use.
 - Groups shall inspect the field/facility prior to and subsequent to each use to determine whether condition are safe and/or appropriate for any intended use. Groups shall promptly advise the Park District of any unsafe/dangerous condition.
 - Groups shall adhere to the Hanover Park Park District's Moveable Soccer Goal Safety Policy.

3. **Inclement Weather Closure Policy:** Groups may not play on fields closed due to wet field conditions. It is the user group's responsibility to check the "Weather Cancellations" webpage at www.hpparks.org after 3:00 p.m. Monday through Friday or after 7:30 a.m. Saturday and Sunday to verify facility closures. Users are responsible for on-site cancellation of games and/or practices if "poor or unsafe field conditions" exist.

4. Non-adherence to any part of the Athletic Field/Facility Use and Allocation Guidelines or Park District or Village of Hanover Park ordinances may result in the retention of a portion or all of the organization's deposit and/or result in the cancellation of permits, licenses and/or prohibition of future use.

Applicant Name: _____
(Signature) (Group or Organization) (Date)

APPENDIX B

Hold Harmless and Indemnity Agreement

The Hanover Park Park District (the "Park District") does not assume responsibility of liability for claims, damages, or injuries, of whatever nature, which may arise from use of the facilities.

The Field/Facility User shall protect, indemnify, hold, and save harmless and defend the Park District, its officers, directors, elected officials, employees, volunteers, representatives, and agents against any and all claims, costs, causes, actions and expenses, damages, liabilities, including, but not limited to, attorney fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, and other form of financial detriment based upon or arising out of any act of Field/Facility User relating to any use of Park District property. By way of illustration, and not of limitation, they may include, but are not limited to, indemnity on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of the Field/Facility User, whether such loss, damage, injury, or liability is contributed to by the negligence of the Park District or the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Field/Facility User shall have no liability for damages or the costs incident thereto caused by the sole negligence of the Park District.


I, _____ the authorized representative of _____, do hereby acknowledge that I have read the terms and conditions of the Athletic Field/Facility Allocation and Usage Guide and the Hold Harmless and Indemnity Agreement; that the terms and conditions are acceptable and Field/Facility User Group agrees to abide by, comply with, and accept full and complete responsibility therefor.

Dated this _____ day of _____, 20_____.

By: _____, Authorized Representative

NOTE: This document is not required if the District, in its sole discretion, requires the Field/Facility User to enter a separate license agreement that, among other provisions, contains, without limitation, further insurance and an additional or alternative hold harmless indemnification requirement.

APPENDIX C

	<p>Hanover Park Park District</p> <h1 style="margin: 0;">Application for Use of Athletic Fields/Facilities</h1>	<p>Office Use Only</p>
		<p>Date Received: _____ Initials: _____</p>
		<p>Priority Group & Permit #: _____</p>

Please complete and return to the Park District's Administration Office.. Submission of an Application does not constitute approval. Approval is given according to the Athletic Field Use policy, field/facility availability, and when a permit is issued.

Name of organization: _____

Type of organization (not-for-profit, corporation, association, corporation for profit, church, etc.): _____

Organization's address: _____ Daytime number: _____

Name of main contact: _____ Date of birth: _____ Evening number: _____

Title of main contact: _____ Fax Number: _____

Home Address: _____ Cell Phone: _____

Email address: _____

Field/Facility Sport, Type & Size requested: _____

Description of Activity: _____

_____ % of participants within the applicant's organization who are Hanover Park Park District residents.

Age range of expected participants: _____

Number of participants expected: Players: _____ Spectators: _____

Day of Week Requested	Date(s) or Span of Dates	Start Time	End Time

I verify that the information on this Application for Use of Athletic Fields/Facilities form is correct as defined in the Athletic Field Use Policy and understand the possible consequences if the information is incorrect or misleading as described in the Athletic Field/Facility Allocation and Usage Guide. I have read the Application and agree to all provisions listed in the Athletic Field/Facility Allocation and Usage Guide, Rules and Regulations and disclaimers applied to issued permits and will communicate this information to our coaches and participants.

Please provide proof of the legal existence of the organization, type of organization, and documentation evidencing the signer's legal authority to sign on behalf of and to bind the organization.

Name of representative (printed): _____

Signature of representative: _____

Date: _____

Title of representative: _____

APPENDIX D



Hanover Park Park District
Tournament Application

Office Use Only	
Date Received: _____	Initials: _____
Priority Group: _____	

Please complete one form for each requested event and return to the Park District’s Administration Office. Submission of an Application does not constitute approval.

Name of host organization: _____

Type of organization (not-for-profit corporation, association, corporation for profit, church, etc.): _____

Organization’s address: _____ Daytime number: _____

Name of main contact: _____ Date of birth: _____ Evening number: _____

Home Address: _____ Fax Number: _____

Email address: _____ Cell Phone: _____

Description of event/sport/activity: _____

_____ % of participants within the applicant’s organization who are Hanover Park Park District residents.

Is this event sanctioned by a governing body? No Yes, specify _____

Age range of expected participants: _____ Number of teams expected: _____

Number of participants expected: _____ Players: _____ Spectators: _____

Facility(s) requested: _____

Event date(s): _____ Event time(s): _____

Please list your requested field requirements (type, number of fields needed, size of fields, lights, tables, chairs, etc.): _____

Please check all that you will bring to your event. (Additional permits may be required for these items.)

- Tents
- Other (please list)

Pease provide proof of the legal existence of the organization, type of organization, and documentation evidencing the signer’s legal authority to sign on behalf of and to bind the organization.


Name of representative (printed): _____

Signature of representative: _____

Date: _____

Title of representative: _____

APPENDIX E

	<h1>Commercial Use of Parks License Application</h1>	Office Use Only
		Date Received: _____ Initials: _____

All licenses are subject to compliance with all applicable Hanover Park Park District (“Park District”) ordinances, conditions and requirements (copies available at www.hpparks.org or at Park District registration desks). Commercial Use License requests must be made a minimum of 30 days in advance of the first requested park use date. The District shall have at least 10 business day after receiving a license request to review the application. The District reserves the right to take additional time to review any application. The District also reserves the right to approve or deny applications based on capacity and scheduling priorities, and may not approve applications if the intended use competes or otherwise conflicts with District offerings. Submission of an application does not constitute license approval.

Name of Organization/Individual (“Applicant” or “Commercial User”): _____

Main Contact Name: _____ Email: _____

Title of Main Contact: _____

Primary Phone Number: _____ Secondary Phone Number: _____

Business Address: _____

Park(s) Requested: _____ Location(s) within Park Requested: _____

Commercial Use Date(s) : _____

Commercial Use Start Time (includes set up): _____ a.m./p.m. End Time (includes take down): _____ a.m./p.m.

Describe in detail the type of Commercial Use that will occur (instruction, product/merchandise sales, etc.)

Describe in detail how the park space, park equipment, and/or trail will be used.

The following attachments must be submitted to the Hanover Park Park District at the time of application.

- Copy of County Health Department Permit from the County where the commercial use will occur. (*Health Department Permit is required for food and beverage sales only.*)
- Certificate of insurance verifying \$1,000,000 minimum general liability insurance naming the Hanover Park Park District as an additional insured by endorsement and specifying the date(s) of the coverage.

Commercial Use Rules & Regulations

1. The Hanover Park Park District reserves the right to approve or deny applications based on capacity and scheduling priorities, and may not approve applications if the intended use competes or otherwise conflicts with District offerings.
2. Commercial Use Licenses for instruction are limited to a maximum of [3 days per week, for up to 2 hours each day??].
3. Group instruction/classes may not exceed 20 participants at one time without prior written approval from the District. Team use of parks by athletic organizations for practices and games are subject to the policies and procedures within the Hanover Park Park District Athletic Field/Facility Allocation & Usage Guide, and does not require submittal of an application for a Commercial Use License.
4. Group or private instruction on District tennis, basketball, or volleyball courts is prohibited and no permit or license will be issued for the same.
5. Permits or licenses allow use of a designated area of a specified park to conduct commercial business. If the intended use of the park is for photography, the applicant must submit a Photography Permit Application. Use of areas not specified in the license is prohibited.
6. Commercial Use may only occur during the dates and times specified in the license or permit. Applicant may not use parks that have been closed by the District.
7. Park equipment shall be used in accordance with its intended purpose. Any damage caused as a result of misuse will be charged to the Commercial User. **Note:** playground equipment, picnic tables, fences, trees, signs, public art, light poles, etc. are not within the scope of any permit or license and shall not be used by the Commercial User.
8. The Commercial User may not bring equipment to park(s) that could damage the park, trail, or pose a hazard to the general public. These items include, but are not limited to, the following: tractor tires, kettle bells, cables or railroad ties or other heavy equipment which may impact or damage the park or trail, or Martial art weapons or targets of any kind. Special use of any of these items requires prior written approval from the District. Where the Commercial User is permitted to use amplification equipment, the Commercial User shall nevertheless not use amplification so as to cause a nuisance. Commercial User shall also leave the licensed area in as good a condition as existed prior to commencement of the use.
9. Commercial User may not store equipment within any park without prior written approval from the District.
10. Commercial User must have an approved Hanover Park Park District Commercial Use License or permit prior to using a park. Commercial Users with an approved license or permit are required to have the license or permit with them at all times when conducting business on District property. Inability to provide a current and valid license agreement or permit will result in a fine and loss of commercial use privileges.
11. Motor vehicles may only be operated on roadways and in parking areas. Vehicles are not allowed on lawns or park interiors. An approved license does not exempt Commercial User from this policy.
12. Commercial User must obtain a Cook or DuPage County Health Department Permit from the County where food & beverage sales will occur. A copy of the Health Department Permit must be submitted to the District at the time of application. *(Required for food and beverage sales only.)* [
13. Commercial Users approved to serve an event/rental may only serve the event/rental that the Commercial User was hired to support.
14. Commercial User is responsible for cleanup of any trash or debris generated by the operation.
15. Sale of products in glass containers is prohibited.
16. Commercial User must obtain insurance for the limits outlined below. A certificate of insurance verifying coverage and naming the Hanover Park Park District as additional insured must be submitted to the District at the time of application.
17. Commercial User will adhere to all Federal, State, County, Village of Hanover Park and/or Park District rules, regulations, and ordinances. Commercial User shall be responsible for the Commercial User's employees, agents, customers, and/or clients use of the park pursuant to the license issued and shall advise same of the applicable rules, regulations, and ordinances.
18. If the Commercial Use requires reserved use of a District Athletic Field, all applicable field rental and light fees apply in addition to the Commercial Use license fee.
19. Approved Commercial Users will be required to pay a monthly or annual license fee and enter into a License Agreement for Commercial Use of a park.
20. License fees and/or permit fees are non-refundable.
21. Organizers of a commercial use event reasonably projected to have or attract over 200 participants or attendees must contact the Village of Hanover Park to complete and procure a Special Events Permit, or procure written confirmation from the Village that a Special Events permit is not required.

Indemnification and Hold Harmless: Commercial User permittee agrees to protect, indemnify, save, defend and hold harmless the Park District, its officers, officials, volunteers, employees, and agents (hereafter collectively referred to as "Park District") from and against any and all liabilities, claims for compensation, obligations, claims, damages, penalties, causes of action, costs and

expenses, including reasonable attorney's fees for which the Park District may become obligated by reason of any accident, injury or death of persons or loss of or damage to property arising indirectly or directly in connection with or under or as a result of this agreement, whether such loss, damage, injury or liability is contributed to by the negligence of the Park District or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except for claims, damages, penalties, caused of action, costs and expenses arising solely by virtue of any negligent act or omission of the Park District.

Insurance Requirements: Commercial Users shall secure and maintain throughout the period of use general liability and property damage, to include Products/Completed Operations insurance, with policy limits of not less than \$1,000,000 per occurrence. The Hanover Park Park District shall be named as additional insured by endorsement. The types and limits of insurance may be changed from time to time as determined by the Hanover Park Park District. If applicable, business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. If applicable, Commercial User shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Approval Process: The Park District shall have at least 10 business days after receiving a license or permit request to review the application to approve or deny. The Park District reserves the right to take additional time to review any application. The Park District reserves the right to terminate the license or permit at any time based on the interest of public safety without refund of any fees. The Park District reserves the right to amend the rules and regulations as needed to serve the best interests of the Park District. The Park District reserves the right to relocate any commercial use location/event based on unforeseen circumstances. The Park District does not assume any liability for lost or stolen property on Park District premises, or for personal injuries sustained on the premises during Commercial User's use. Commercial User may not enter the park prior to the agreed upon commercial use period. Commercial User must leave park in the same condition in which it was found. The cost associated with damage or cleanup caused by the Commercial User's use of a park is the responsibility of the Commercial User. The Park District reserves the right to pursue any and all legal options against the Commercial User to recover expenses incurred by the Park District as a result of the Commercial Users use of a park.

Equipment, Tents and Amplification: Commercial Users may not bring to a District Park any equipment (other than equipment needed for the activity), such as personal pop-up tents, free standing banners, and personal audio or amplification equipment without the written permission of the Park District and then only upon such conditions as the Park District may impose. This prohibition includes, but is not limited to, constructing, building, erecting, or otherwise placing any building, tent, stand, scaffold, platform or other structure of whatever kind, and constructing, running, stringing, or otherwise placing any electrical wire, conduit or pipe, or any public service or private utility, into, upon, above, or across or beneath District Property.

I have read and fully understand the above requirements.

Signature of Applicant: _____

Date: _____

Name of Applicant: _____

Title of Applicant: _____

Please provide proof of the legal existence of the organization, type of organization, and documentation evidencing the signer's legal authority to sign on behalf of, and to bind the organization.

Office Use Only	
License Approved on: _____	By: _____
Commercial Use Location: _____	Dates: _____

APPENDIX F
Hanover Park Park District
Risk Management Policy

SOCCER GOAL SAFETY AND EDUCATION POLICY

Section 02: Risk Policies & Responsibilities

Ordinance 11-12-04, An Ordinance Adopting the Hanover Park Park District Soccer Goal and Safety Education Policy which is incorporated by this reference
Adopted 9-2-2011

INTRODUCTION

This policy presents guidelines for the use and storage of full-size or nearly full-size movable soccer goals. The Hanover Park Park District (the “Park District”) believes these guidelines can help prevent deaths and serious injuries resulting from soccer goal tipover. Publication of the policy is intended to promote greater safety awareness among those who use and maintain movable soccer goals on fields owned or operated by the Hanover Park Park District.

These guidelines are intended to educate the public and reduce the risk of movable soccer goal tipover. They are not a Park District standard, nor are they mandatory requirements and the Park District will not supervise compliance. Therefore, the Park District does not endorse or recognize them as the sole method to minimize injuries associated with movable soccer goals.

RULES OF SOCCER

The guidelines contained in this policy are intended to be compatible with the recommendations for the design and construction of soccer goals, published by the Federation of International Football Associations (FIFA) and the National Federation of State High School Associations.

DESIGN/CONSTRUCTION GUIDELINES

While a movable soccer goal appears to be a simple structure, a movable soccer goal should be constructed with counterbalancing measures incorporated into the product. The stability of a movable soccer goal depends on several factors. One effective strategy for supplementing the counterbalancing measures incorporated into the product is lengthening the overall depth of the goal to effectively place more weight further from the goal’s front posts (more weight at the back of the goal). A second design selects lightweight materials for the goal’s front posts and crossbar and provides much heavier materials for the rear ground bar and frame members. This tends to counterbalance the forces working to tip the goal forward. Another option uses a heavy rear framework and folds flat when not in use, making the goal much less likely to tip over.

Manufacturers of soccer goals can signify that elements designed to reduce the risk of tipover injuries have been incorporated into the product by indicating the goal is compliant with American Society for Testing and Materials (ASTM) standard F2673-08, or any successive standard, for tip-resistant movable soccer goals.

Following the adoption of this policy, the Park District will purchase only those movable soccer goals that are consistent with these guidelines; however, the Park District will continue to use those goals in its existing inventory until the end of their lifecycle in a manner consistent with this policy.

ANCHORING/SECURING/COUNTERWEIGHING GUIDELINES

A properly anchored/counterweighted movable soccer goal is much less likely to tip over. There are several different ways to anchor a movable soccer goal. The number and type of anchors to be used will depend on a number of factors,

such as soil type, soil moisture content, and total goal weight. The types of anchors recognized by the Park District to increase the safety of moveable soccer goals include but are not limited to: augers, peg or stake style anchors, J-hook style anchors and sandbags or other counterweights. Net pegs, by themselves, are not recognized as a means to effectively anchor or counterbalance a moveable soccer goal. The Hanover Park Park District encourages coaches/referees/league officials affiliated with each game to inspect the anchoring/securing/counterweighing measures used for each movable soccer goal and to immediately report any issues to the Park District. Coaches/referees/league officials are not to move or altar goals in any manner except in case of emergency or with the permission of the Park District.

GUIDELINES FOR GOAL STORAGE OR SECURING WHEN NOT IN USE

The majority of soccer goal tipover incidents occur when the goals are unattended. Therefore, when goals are stored in a safe manner it reduces the risk of tipover when not being used. When goals are not being used steps should be taken to secure the goals, such as locking goal frames face to face or chaining the face of goal frames to a permanent and fixed structure, including a fence. If it is a collapsible goal, fold the face of the goal down and lock it to its base. The Hanover Park Park District will move and/or store the soccer goals. The Hanover Park Park District does not permit coaches/referees/league officials to move the soccer goals and coaches/referees/league officials should not attempt to do so.

SAFETY TIPS

Even well designed and counterbalanced goals are subject to tipover incidents. Additional steps may be taken to further reduce the risk of injury. The Hanover Park Park District encourages coaches/referees/league officials affiliated with each game to:

1. Check for structural integrity and proper connecting hardware before every use.
2. Report damaged or missing parts or fasteners immediately and do not use damaged or improperly anchored goals.
3. Not allow anyone to climb on the net or goal framework.
4. Instruct players on the safe handling of and potential dangers associated with movable soccer goals.

The Park District shall place safety/warning labels in clearly visible locations (placed under the crossbar and on the sides of the down-posts at eye level).

The Park District will deliver a copy of this policy to the representative of any leagues or teams permitted to use Hanover Park Park District parks and facilities for soccer purposes and encourage such league to distribute additional copies to each coach, referee and parent/guardian.

Any organization which is granted permission by the Park District, whether by permit, license or other agreement, to use the Park District's facilities for soccer purposes, shall be required to adopt a movable soccer goal safety policy and place it on file with the Park District.

DEFINITIONS

For the purpose of this policy, the following terms shall have the meaning ascribed thereto:

Movable soccer goal: A freestanding structure consisting of at least 2 upright posts, a crossbar, and support bars that is designed, intended and permitted: (1) to be used by adults or children for the purposes of a soccer goal; (2) to be used without any other form of support or restraint (other than temporary anchoring devices); and (3) to be moved to different locations.

APPENDIX G

Concussion Information Sheet

The following information is adapted from the Center for Disease Control and Prevention (CDC) website.

For additional information please visit www.cdc.gov/headsup





What is a Concussion?

A concussion is a type of [traumatic brain injury](#), or TBI, caused by a bump, blow, or jolt to the head that can change the way your brain normally works. Concussions can also occur from a blow to the body that causes the head to move rapidly back and forth. Even a “ding,” “getting your bell rung,” or what seems to be mild bump or blow to the head can potentially be serious. Most concussions occur without loss of consciousness. Recognition and proper response to concussions when they first occur can help prevent further injury or even death. Concussions can occur in *any* sport or recreation activity. So, all coaches, parents, and athletes should better understand and recognize concussion signs and symptoms and what to consider if a concussion occurs.

What are the Signs and Symptoms of Concussion?

Most people with a concussion recover quickly and fully. But for some people, symptoms can last for days, weeks, or longer. In general, recovery may be slower among older adults, young children, and teens. Those who have had a concussion in the past are also at risk of having another one and may find that it takes longer to recover if they have another concussion.

Symptoms of concussion usually fall into four categories:

 Thinking/ Remembering	 Physical	 Emotional/ Mood	 Sleep
-Difficulty thinking clearly	-Headache -Fuzzy or blurry vision	-Irritability	-Sleeping more than usual
-Feeling slowed down	-Nausea or vomiting (early on) -Dizziness	-Sadness	-Sleep less than usual
-Difficulty concentrating	-Sensitivity to noise or light -Balance problems	-More emotional	-Trouble falling asleep
-Difficulty remembering new information	-Feeling tired, having no energy	-Nervousness or anxiety	

Some of these symptoms may appear right away, while others may not be noticed for days or months after the injury, or until the person starts resuming their everyday life and more demands are placed upon them. Sometimes, people do not recognize or admit that they are having problems. Others may not understand why they are having problems and what their problems really are, which can make them nervous and upset.

The signs and symptoms of a concussion can be difficult to sort out. Early on, problems may be missed by the person with the concussion, family members, or doctors. People may look fine even though they are acting or feeling differently.

How Can I Recognize a Possible Concussion in Sports?

To help recognize a concussion, you should watch for the following two things among athletes:

- A forceful bump, blow, or jolt to the head or body that results in rapid movement of the head.
AND
- Any change in the athlete’s behavior, thinking, or physical functioning.

Athletes who experience *any* of the signs and symptoms listed below after a bump, blow, or jolt to the head or body should be kept out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, says it’s OK to return to play.

Signs Observed by Coaching Staff	Symptoms Reported by Athlete
<ul style="list-style-type: none"> • Appears dazed or stunned • Is confused about assignment or position • Forgets an instruction • Is unsure of game, score, or opponent • Moves clumsily • Answers questions slowly • Loses consciousness (<i>even briefly</i>) • Shows mood, behavior, or personality changes • Can’t recall events <i>prior</i> to hit or fall • Can’t recall events <i>after</i> hit or fall 	<ul style="list-style-type: none"> • Headache or “pressure” in head • Nausea or vomiting • Balance problems or dizziness • Double or blurry vision • Sensitivity to light • Sensitivity to noise • Feeling sluggish, hazy, foggy, or groggy • Concentration or memory problems • Confusion • Does not “feel right” or is “feeling down”

Remember, you can’t see a concussion and some athletes may not experience and/or report symptoms until hours or days after the injury. Most people with a concussion will recover quickly and fully. But for some people, signs and symptoms of concussion can last for days, weeks, or longer.

What Should I do If a Concussion Occurs?

People with a suspected concussion should be seen by a health care professional or encouraged to contact a responsible health care provider. If you think you may have a concussion, contact your health care professional for further direction. If you think someone you know may have a concussion, encourage that person (or parent/guardian of a minor child) to contact a responsible health care professional.

What Should I do If a Concussion Occurs in Sports?

If you suspect that an athlete has a concussion, consider this 4-step action plan:

1. **Remove the athlete from play.**
2. **When on-site medical professionals are provided, have the athlete evaluated by an on-site health care professional. When on-site medical professionals are not provided, consider summoning emergency medical services.**
3. **Inform the athlete’s parents or guardians about the possible concussion and give them the information sheet on concussion.**
4. **Keep the athlete out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, says it’s OK to return to play.**

Where Can I Find Additional Information on Concussions?

To get updated information, educational materials, videos, podcasts, and other media on concussions please visit the Center for Disease Control and Prevention (CDC) website at www.cdc.gov/headsup.

APPENDIX H

LICENSE AGREEMENT TO USE PARK DISTRICT PROPERTY FOR SPECIAL EVENT

This License Agreement (“Agreement”) is made this _____ day of _____, 20____, by and between the HANOVER PARK PARK DISTRICT, an Illinois Park District (the “Park District”) and _____ (“Licensee”). Park District and Licensee are hereinafter sometimes individually referred to as “Party” and collectively as the “Parties”.

RECITALS

a. Park District owns property commonly known as Community Park located in the Village of Hanover Park, Illinois (“Park”), which Park is improved with, among other improvements, the Hanover Park Park District Community Center.

b. Licensee desires to use:

the gymnasium,

or

the entire indoor tennis/pickleball court area with steel supported fabric roof (the “South Tennis Dome”) and NOT the tennis courts in the northerly air supported structure (the “North Tennis Dome”)

[STRIKE ONE]

(the “Licensed Premises”) to host the following described non-sports, non-athletic, non-recreational activities on _____ [INSERT DATES]:

Description of Activities: _____

c. This License Agreement is not intended to create or imply a joint function, joint venture, or joint enterprise between Licensee and the Park District.

d. Park District is willing to grant to Licensee permission to use the Park for the “Event”, based on and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith.
2. Subject to the terms and conditions contained in this Agreement, Park District grants to Licensee a license (the “License”) to use portions of the Park as designated by Park District as the Licensed Premises to host the _____ Event on the dates and during the hours specified as follows:

DATE:

HOURS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(the "License Term").

3. Licensee shall pay Park District _____ Dollars (\$) for the License fee for use of the Licensed Premises for the License Term, and _____ Dollars (\$) to sponsor a Park District event in 20____. The License fee is due ten (10) days before the commencement of the Event (on or before _____, 20____).
4. Licensee shall be responsible for any damage done to the Licensed Premises beyond normal wear and tear, and shall fully and promptly reimburse Park District for all costs and expenses incurred by Park District in repairing and/or remedying said damage. Licensee shall immediately advise the Park District of any damage made to Park District property.
5. Securing the parking areas allocated by the Park District for the Event will be the responsibility of Licensee. At the conclusion of the event set up, no vehicles other than emergency vehicles or event carts will be permitted in the Park. All event staff and volunteers must park in lots designated by the Licensee.
6. Licensee is solely responsible for any and all supervision and security services associated with its use of the Park.
7. Licensee shall comply with all applicable local, state, and federal laws, including, but not limited to the Americans With Disabilities Act (ADA). Licensee shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA compliant units in a designated area in the form of portable units. Licensee shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.
8. Licensee will provide the labor to empty garbage containers and pick up litter throughout the duration of the Event.
9. For use of Athletic Fields, or other outdoor areas of the Park, Licensee shall establish a written emergency evacuation plan for the Event in case of inclement weather. Licensee shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Park District and the Hanover Park Police Department. Licensee is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause.
10. Licensee will procure a Special Event Permit from the Village of Hanover Park, or a letter from the Village that no such permit is required for the event.
11. Licensee is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Property prior to and subsequent to each use to determine the suitability of the Property for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once

set-up begins, Licensee certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. Licensee shall take all reasonable measures to protect volunteers, staff, participants, spectators, visitors, guests, officials, etc, from known safety hazards or potential risks. Licensee shall promptly advise the Park District of any known safety hazards or potential dangerous condition.

12. Licensee fully understands and agrees that the Park District does not assume the care, custody, or control of any personal property or equipment brought upon the Property. Licensee is solely responsible for the care, custody, and control of any and all property or equipment brought onto the Park property.
13. Licensee fully understands and agrees that the Park District does not assume any liability for property lost, damaged, or stolen on Park District Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during Licensee's use of the Licensed Premises, the Park, or any Park District property.

14. Insurance and Indemnification

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District.

B. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Licensee shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee

waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

D. General Insurance Provisions

i. Evidence of Insurance

Prior to using any Park District facility, Licensee shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for advance written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this use agreement at Park District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

ii. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

iii. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

iv. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

Licensee shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of Licensee or any Licensee's contractors or subcontractors, or the directors, officers, agents, employees, invitees of Licensee or Licensee's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to

any party or person described in this Paragraph. Licensee shall similarly protect, indemnify and hold and save harmless the Park District, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Licensee's breach of any of its obligations under or Licensee's default of any provision of this Agreement.

F. Vendors

All Event vendors shall be subject to all the requirements stated herein. Licensee agrees that it shall maintain, and it shall cause each of its vendors who will be participating in the Event to maintain general comprehensive liability insurance, naming the Park District as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the Vendor's insurance and shall not contribute with it.

14. Early Termination

Park District reserves the right to alter the terms and conditions of the License or to terminate this License Agreement at any time and for any reason, including, but not limited to: the misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because Licensee has breached any of its obligations under this Agreement.

15. No Third Party Beneficiary

This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

16. Governing Law

In the event of a dispute between the Parties, the Parties hereby acknowledge that the laws of the State of Illinois shall govern the dispute. If either Party feels it is necessary to adjudicate any claim related to this Agreement, the proper venue shall be in the Circuit Court of Cook County, Illinois.

17. Non-assignment

This Agreement may not be assigned by either party unless consented to in writing by both parties.

18. Amendment

This Agreement may not be amended unless in writing and signed by both parties.

In witness whereof, the undersigned parties have hereunto executed or caused to be executed this Agreement as of the following date:

LICENSOR:

LICENSEE:

Dated: _____

Dated: _____

Hanover Park Park District

By: _____
President

By: _____
Its: _____

Attest:

Secretary

APPENDIX I

2023 Daily Herald Publication – EXAMPLE

APPENDIX J

Facility and Room Rental Agreement

Hanover Park Park District
1919 Walnut, Hanover Park, IL 60133

FACILITY AND ROOM RENTAL AGREEMENT

THIS FACILITY AND ROOM RENTAL AGREEMENT is entered between _____
(the “Renter” or the “renter”) and the Hanover Park Park District (alternatively referred to herein as the “Park District” or the “District” or “HPPD”).

PLEASE REVIEW CAREFULLY AND SIGN ON LAST PAGE

Conditions of Rental

1. The renter signing this Agreement signifies that he or she is, or they are, at least 21 years of age, and if renting on behalf of an entity, that he or she has, or they or it have, the authority to bind the entity to this Agreement.
2. This rental is not confirmed until the renter has signed this Facility and Room Rental Agreement and paid all applicable deposits, and if the renter is an entity, the renter has provided all documentation as to the legal existence of the entity and the authority of the signer to bind the entity hereto.
3. **In order to receive the in-district discount, the renter must document that he, she, they or it, is or are Hanover Park Park District resident(s), pay any and all required security deposits, and agree to be present for the entire event as scheduled above, and be the person responsible for the above event.**
4. Once booked, the rental may not be transferred to a different person, persons or entity.
5. The times indicated on this agreement are the specific times that the renter will have access to the room(s) booked. If additional time is needed for set-up or clean-up, the renter must rent the facility for that time. This rule is also applicable to the renter’s caterers, DJs, decorators, and anyone else associated with the renter’s event.
6. At the time of booking the room(s), the renter must give the number of total guests reasonably expected to be present on the day of the rental event.
7. **The room(s) rented will be opened and closed at the times indicated on this agreement. The Park District clock shall indicate the official time.**
8. **All renters who arrive and enter the rented room early or exceed their requested time and remain in the rental room after the end time listed in this Agreement, including without limitation, for clean up, will be charged a penalty fee of \$50.00 in addition to the room rental fees for the actual time used.**
9. **If a renter fails to leave the facility on schedule or performs other actions which cause delay or inconvenience to the next rental, the offending renter will automatically forfeit his/her security deposit in full and may be responsible for damages caused to the other rental.**
10. **All requested changes must be made in writing at least within 30 days prior to the rental date. Not all changes may be accommodated.**
11. **No smoking is allowed in any Hanover Park Park District (“HPPD”) facility in compliance with the Illinois Clean Air Act and HPPD Ordinances.**
12. No smoking is allowed within 15 feet of the Hanover Park Park District Community Center building in compliance with the Smoke Free Illinois Act and/or HPPD Ordinances.
13. The renter and his/her/their/its guests will comply with the rules, regulations, administrative policies, and ordinances of the Hanover Park Park District, Village of Hanover Park, and the State of Illinois, including without limitation, with regard to the Village of Hanover Park Noise Ordinance codified at **Sec. 54-324 of the Municipal Code of the Village of Hanover Park which, among other prohibitions, prohibits the using, operating or permitting to be played, used, or operated any radio receiving set, musical**

instrument, television receiving set, phonograph, or other machine or device for the producing or reproducing of sound in such a manner between the hours of 10:00 p.m. and 7:00 a.m. as to be plainly audible at a distance of 50 feet from the building or structure in which it is located. The full text of the Village Noise Ordinance is available on the Village of Hanover Park website: <https://www.hpil.org/>

14. The renter and his/her/their/its guests are expected to act in an orderly fashion.
15. The renter is financially responsible for any damages occurring to the building, grounds or equipment.
16. Sufficient adult supervision (21 years and older) is required for youth functions and must be provided by the renter. The renter must have one (1) adult for every ten (10) children under the age of 21.
- 17. Children (under the age of 21) must be supervised at all times and must remain in the rented area.**
18. Children are not permitted to play outside of the rented area.
19. If children are not properly supervised and do not remain in the rented area, an additional fee of \$100.00 may be charged the renter and deducted from the renter's security deposit. This fee may be charged based on the observation of Park District Staff during the rental event and, by signing this document, the renter agrees to pay any such fees and/or to have any such fee deducted from his/her/their/its security deposit.
20. Depending on the type of the renter's function and the number of projected guests, the Hanover Park Park District reserves the right to require the renter to hire security personnel and/or require renter enter a separate license agreement.
21. The Hanover Park Park District provides no medical or health insurance for renters or groups using its facilities. Depending on the type of function and/or the number of projected guests, the renter may be required to provide a certificate of insurance, signifying that the renter has sufficient insurance coverage.
- 22. No individuals or groups may use the Hanover Park Park District facilities with the purpose of private monetary gain or fundraising without express permission granted by the Park Board.**
23. Renters may be held responsible for the condition of the Mezzanine, including the building entrance, general public areas and restrooms, as determined by the Building Supervisor.
- 24. Use of a live band or any type of "canned music" (D.J., etc.) requires prior approval by the Park District and must have been specifically requested on the Room Rental Application.**
25. No loitering is allowed in the Community Center or Centre Court Athletic Club areas.
26. The renter agrees to comply with the Americans with Disabilities Act and shall not discriminate in any way against a person with a disability. If an accommodation due to a disability is required, the renter will be responsible for all arrangements, fees, and costs required to meet compliance.
27. Noncompliance with these facility usage requirements and regulations will result in cancellation of the usage, even if the rental time has not expired, and forfeiture of all monies paid.
28. The renter gives the Hanover Park Park District the right to pursue all legal and equitable remedies and all collection methods for bad checks, and in the event of a breach of this Agreement, and, by signing this document, agrees to pay all costs of the District in pursuing such remedies and methods.
29. The Hanover Park Park District shall not be liable for damages of its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, earthquake, explosions, public disorder, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, equipment failures, building failures of acts of God/nature, or pandemic.
30. HPPD staff are not permitted to accept tips in any amount from the renters.
31. All guests of scheduled functions are to park their vehicles in the Church Street parking lot.
- 32. No burning of candles or incense is permitted.**
33. Public restrooms are located on the 1st and 2nd floors of the Community Center. *For health and safety reasons, as well as common courtesy, please dispose of diapers, personal products, and toilet tissue in the appropriate containers.*
- 34. A person, persons or an entity that is renting or any renter that will have, or can reasonably expect to have, over 200 persons in attendance must provide a certificate of insurance naming the Hanover Park Park District as additionally insured. Coverage may be available through www.eventhelper.com/partner/pdrma. Additionally, unless waived in writing by the Village, renter may need to apply for, procure and adhere to the requirements for a special event permit, including payment of costs determined by the Village of Hanover Park per its Administrative Policy (Directive 003), a copy of which is visible on the Village's website <https://www.hpil.org/>.**

35. Renters using a caterer's delivery and serving services must provide their or its agreement with the caterer. The caterer must provide a certificate of insurance naming the Hanover Park Park District as an additional insured. Renter insurance coverage may be available through www.eventhelper.com/partner/pdrma
36. Renters using a DJ must provide his/her/their/its agreement with the DJ, who must provide a copy of his/her/their/its certificate of insurance naming the Hanover Park Park District as additional insured. Renter insurance coverage may be available through www.eventhelper.com/partner/pdrma.
37. No alcohol may be brought in and consumed in any rented room except ONLY (i) in connection with a private party which is an event where attendance will be by invitation only; (ii) the host renter controls access to the rented space; (iii) alcoholic beverages will only be provided to invited guests at no charge; (iv) the applicant states on its rental application the matters set forth in (i) – (ii) inclusive is this paragraph 37 and the applicant procures liquor liability or host liquor liability insurance prior to the rental event and furnishes the District with certificate of insurance naming the Hanover Park Park District and its officials, officers, employees, agents and volunteers as additional insureds thereon, which insurance may be procured by the renter through www.eventhelper.com/partner/pdrma.
38. Any large equipment the renter wishes to bring in the rented space during the rental must be preapproved by the Park District prior to bringing any such equipment into the rented space in the facility and on the grounds of the Park District.
39. Any custodial service required over and above the group's normal clean-up will be charged at the rate of \$20 per hour and subtracted from the damage and clean-up security deposit.
40. **Renter's Facility and Room Usage Responsibilities**
 - i. The person responsible for the rental, whether individually or on behalf of an entity, is the person who completes and signs the Facility and Room Rental Application, Gymnasium Rental Application, or Pavilion Permit Application, and this Facility and Room Rental Agreement or separate license agreement. If the person is signing the application on behalf of an entity, e.g., a not-for-profit corporation, association, organization, partnership, corporation, limited liability or company, the individual signing must furnish documentation satisfactory to the Park District's Executive Director as to the legal existence thereof and of the authority of the person signing the application to bind the entity hereto. That person is required to present identification to the Building Supervisor before the rented area(s) will be opened. Prior to the facility or room rental and before leaving the building, the person responsible is required to sign off with the Building Supervisor as to the condition of the rented areas and public areas, as well as the general behavior of the guests in the rental party.
 - ii. THE PERSON RESPONSIBLE FOR THE RENTAL MUST STAY IN ATTENDANCE DURING THE ENTIRE RENTAL TIME.
 - iii. No decorations may be taped, tacked or attached to any wall, door, window, light fixture or drapes in the facility.
 - iv. **No confetti, glitter or rice may be used anywhere inside or outside the rented room or facility.**
 - v. **The renter must keep all food and drink in the room he/she is renting (excluding the gymnasium).**
 - vi. No inflatable attractions, smoke and fog machines are allowed.
 - vii. No preparation of food from scratch may be done using the facility's kitchen, as it does not have a Health Department Permit for preparation. It is to be used strictly as an assembly and warming kitchen.
 - viii. If the fire alarms of the Community Center are activated as a result of the rental, the renter will be responsible for all costs incurred.
 - ix. **Neither the renter nor the renter's caterer may not bring alcoholic beverages onto Park District property or into the facility unless the requisite liquor liability insurance has been procured and renter complies with the provisions of paragraph 37.**
 - x. The renter shall be responsible for all claims for damage to contents of the facility and the premises as a whole, caused by any employee of the caterer or any other vendor used.
 - xi. The renter is responsible for the following items:
 - a. All service to his/her/their/its guests.
 - b. Buffet or food presentation.

- c. The renter must bring his/her/their/its own kitchen supplies. The kitchen has a stove/oven, refrigerator, sink, coffee pot, microwave, and counter space. Nothing else is provided. It is the renter's responsibility to bring his/her/their/its own dishes, utensils, pots and pans, coffee pots, etc.
- d. Clean up all food from the rooms rented, including the kitchen.
- e. Discarding of all paper cups, plates, plastic flatware, and any miscellaneous debris from gifts or packages.
- f. The removal of all equipment, dishes, utensils, table linen and service-ware from the facility.
- g. The thorough cleaning of the kitchen (floor, sink, counters, refrigerator, stove).
- h. The thorough cleaning of the rooms rented including tables, chairs, and floors.
- i. All rooms rented, including the kitchen, must be left in the same condition as it was found before the rental event.**
- j. The renter shall be responsible for and be held accountable for the actions and any damage caused by of his/her/their/its guests.
- k. Room Rentals may only occur during the following day and time slots:**
 - (1) Mon/Wed: 9:00 am – 10:00 pm**
 - (2) Tu/Th: 9:00 am – 10:00 pm**
 - (3) Fri/Sat: 9:00 am - 10:00 pm**
 - (4) Sun: 10:00 am - 8:00 pm**

* All rental applications must be submitted **30 DAYS IN ADVANCE of THE REQUESTED DATE of the rental***

41. GYMNASIUM RULES In addition to all of the above, the following rules apply to gymnasium rentals:
- a. No food or beverage is allowed in the gymnasium.
 - b. No street shoes are allowed, only athletic shoes or soft-soled dance shoes are permitted.
 - c. Due to potential damage to the gymnasium floor, no clothing or accessories with beads, sequins or glitter will be allowed in the gymnasium.
 - d. Washroom facilities to be used are in the women's and men's locker rooms.

42. Park District's Responsibilities

A Park District staff member will be on duty for all rentals. As the main representative of the Park District during evenings and weekends, the HPPD staff has the authority to:

- a. Make decisions about whether an individual's or group's activities violate Park District rules, regulations, and/or ordinances and/or the terms and conditions as stated in this Agreement.
- b. Remove from the premises anyone who disregards Park District rules and/or the terms of this Agreement.
- c. Terminate any function if rules or terms of this Agreement are violated.
- d. Restrict the renter's misuse of the facility.
- e. Protect Park District property from the renter and his/her/their/its guests due to conduct before, during and after the rental time.
- f. The Park District staff is not responsible for assisting the renter with set-up, clean up or assist with the activities of the rental.**
 - (i) However, there is the option to receive help from staff with set up and clean up for an additional \$75.00 fee per room.**
 - **This set up and clean up fee includes setting up and taking down tables and chairs, sweeping, and mopping the rental facility.**
 - **Please note that the renter is still responsible for clean-up and disposal of their trash, as well as a thorough cleaning of the kitchen.**
 - (ii) HPPD staff are not permitted to accept tips in any amount from the renters.
 - (iii) The Park District shall have the facility available on the date and time specified in this Agreement.
 - (iv) The Park District shall comply with its requirements in this rental agreement.
 - (v) The Park District will provide the needed tables and chairs for the renter's event. Tables available include 72" round tables, 6' rectangular tables, and chairs.

- (vi) Please note that 50 chairs and 10 tables will be provided for each room rental.
- (vii) Additional chairs or tables may be added for \$4 per table and \$4 per set of 8 chairs.
- (viii) The conditions and responsibilities stated above are subject to change.

43. Fees

Meeting Rooms | per hour

In-District: \$30, Out-of-District: \$40, Commercial: \$60/\$90

No more than 20 people

Dance Room/Kitchen | per hour

In-District: \$60, Out-of-District:\$80; Commercial:\$120/\$140

No More than 50 people

Dance Room/Room A/Kitchen | per hour

In-district:\$100, Out-of-District:\$120; Commercial:\$200/\$240

No More than 100 people

Dance Room/Room A/Room B/Kitchen | per hour

In-District: \$140, Out-of-District: \$160; Commercial: \$300/\$340

No More than 150 people

Special Event Rental in Gym | Package

In-District: \$1500, Out-of-District: \$1750; Commercial: \$3000

No More than 500 people [Plus costs charged by the Village, if any, in connection with a Village issued special event permit.]

Additional Fees

Chairs & Tables

Rental includes 50 chairs and 10 tables

Additional chairs or tables may be added for \$4 per table and \$4 per set of 8 chairs.

44. Security Deposit

- a. A security deposit in an amount equal to one-half the rental fee shall be paid at the time of signing this Agreement. The security deposit is in addition to the room rental fee, and is held to insure there is no damage to the room or facility rented, the Community Center, or the parking lot, and to assess any time overage fees or repair or replacement costs which the District is authorized to deduct from the security deposit. The Park District will endeavor to return the balance of the security deposit to the named renter, whether an individual or entity, on the application and signatory to this Agreement within ten (10) days after the end of the rental to the extent practicable. Repair or replacement costs, if applicable, may take longer to determine.
- b. **Security Deposit and Payment Terms.**
 - i. **The security deposit is due at the time of signing this agreement.**
 - ii. **The rental fee must be paid in full at least 30 days prior to your rental date.**
 - iii. **ANY PAYMENTS MADE 29 OR LESS DAYS PRIOR TO THE RENTAL DATE MUST BE MADE BY CASH OR CREDIT CARD.**
 - iv. **Fees that may be incurred and deducted by the District from the renter's security deposit, include, but are not limited to the following:**
 - **If room is not left clean, the amount of \$20 per hour of custodial service will be subtracted from the deposit.**
 - **If renter arrives early or exceeds their requested time will be charged a penalty fee of \$50.00 in addition to the room rental fees for the actual time used.**
 - **Additional tables and chairs requested will be subtracted from the deposit at the fee listed above.**

- If a renter fails to leave the facility on schedule or performs other actions which cause delay or inconvenience to the next rental, the offending renter will automatically forfeit his/her/their/its security deposit in full and may also be responsible for damages caused to any other rental.
- If renter damages Park District property the cost of the repair or replacement will be subtracted from the deposit.
- If the fees and/or cost of repair or replacement owed exceed the deposit, then the renter will be billed the amount to be paid, and shall pay that amount to the District within 30 days of receipt of an invoice therefor from the District. If not paid within thirty (30) days of receipt of an invoice therefor, the Park District may file suit against the renter to enforce this Agreement and collect said amount, and may pursue any legal remedies at law or in equity, and should it prevail in any such litigation, the Park District shall be entitled to recover its reasonable attorney's fees and costs from such enforcement action against the renter as ordered by a court of competent jurisdiction.

45. Cancellation and Cancellation Fees

When notice of cancellation of a room rental is given to the Park District, cancellation fees will be applied as follows. Working days are defined as 8:30 am to 5:00 pm, Monday-Friday. Holidays occurring mid-week are not counted as working days. Reword: Notice of cancellation must be made during normal working hours of the recreation dept. (or similar)

2nd Floor Activity Rooms and Gymnasium

If notice of cancellation is given:

- | | |
|------------------------------------------|-----------------------------------------------------------------|
| 30 or more workings days prior to rental | \$75.00 cancellation fee will be due
(withheld from deposit) |
| 7 or fewer days prior to rental | The entire security deposit will be forfeited |

Boardroom, & Art Studio

If notice of cancellation is given:

- | | |
|-----------------------------------------|-----------------------------------------------------------------|
| 30 or more working days prior to rental | \$50.00 cancellation fee will be due
(withheld from deposit) |
| 7 or fewer days prior to rental | The entire security deposited will be forfeited |

[SIGNATURE PAGE FOLLOWS]

PLEASE SIGN & DATE BELOW.

Agreement: *The undersigned hereby acknowledges that he/she has read this agreement, understood all of this agreement and agrees to abide by and follow it. He/she also agrees to inform and explain all the terms, conditions, stipulations to his/her/their/its guests, participants and caterer and/or DJ, if used. He/she also understands and agrees to hold harmless the Hanover Park Park District Board of Commissioners and its employees from claims resulting from their use of the Hanover Park Park District facilities. If signing on behalf of an entity, include the name of the entity, the title of the person signing on behalf of the entity, and furnish articles of incorporation, articles of organization, or charter for such entity, and evidence that the person signing on behalf of the entity has been legally authorized to do so.*

Deposit: \$ _____ Paid: _____

I, the renter, agree to pay a rental fee of \$ _____ for these dates: _____
30 days prior to the date of my rental.

Printed Name of Renter

Signature of Renter

Date: _____

If Renter is an entity, insert type of entity*: _____

Title (if applicable)

OFFICE USE ONLY

Prepared by: _____ Date: _____

*If renter is an entity, insert whether it is a not-for-profit corporation, association, partnership, limited partnership, limited liability company, or other type of organization (be specific).

APPENDIX K

NON-EXCLUSIVE LICENSE AGREEMENT (FOR CRICKET FIELDS)

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the “Agreement”) is entered into as of this _____ day of _____, _____, by and between the Hanover Park Park District, an Illinois Park District, 1919 Walnut Avenue, Hanover Park, Illinois, 60133 (“Licensor” or the “Park District”) and _____ [an Illinois corporation, an Illinois limited liability company, or not-for-profit corporation] [strike entity types that do not apply] _____ [insert address] (“Licensee”) (collectively, the “Parties”).

RECITALS

A. Licensor owns property commonly known as Community Park, legally described on Exhibit A-1, with a street address of 1919 Walnut Avenue, Hanover Park, Illinois, which is improved with, among other things, the Hanover Park Park District Community Center, and a lighted cricket field (the “Community Park Cricket Field”); and owns property commonly known as Heritage Park, legally described on Exhibit A-2, with a street address of 5400 Arlington Drive, Hanover Park, Illinois, which is improved with a cricket pitch and field (the “Heritage Park Cricket Field”).

B. Licensee desires to use the Community Park Cricket Field and the Heritage Park Cricket Field (collectively, the “Cricket Fields”) for cricket matches and practices of the Licensed Parties (hereinafter defined) on certain dates at certain times, subject to the terms and conditions of this License Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits attached hereto are expressly incorporated herein by reference and are made a part hereof. In addition, the Hanover Park Park District Athletic Field/Facility Allocation and Usage Policy approved and adopted by the Park District Board of Park Commissioners on December 19, 2023 (the “Athletic Field Usage Policy”) (viewable in full on the Park District’s web site www.hpparks.com) is expressly incorporated herein by reference and is made a part of this License Agreement. In the event of a conflict between the express terms of this License Agreement and the express terms of the Athletic Field Usage Policy, the terms of this License Agreement shall control, but if this License Agreement is silent on or does not expressly address a matter, the terms of the Athletic Field Usage Policy included herein by reference, shall apply.

2. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee, and to its teams, managers, coaches, umpires, players, players’ families, volunteers, invitees, guests and agents, (collectively, “Licensee’s Parties”) a non-exclusive license for use of

the Cricket Fields, including backstops, other protective fencing, team benches, and spectator bleachers presently located or hereafter constructed or installed on or immediately adjoining the Cricket Fields (collectively referred to the “Improvements”) for the purpose of holding cricket club matches on the dates and times set forth on Exhibit B only (and cricket practices by separate request and addendum(s) to be subsequently attached hereto) limited to the dates and times set forth on said addendum(s) hereto (collectively, the “Cricket Club Activities”). The Park District also grants to the Licensee and Licensee’s Parties a non-exclusive license for ingress and egress from Walnut Avenue to use the parking lot immediately east of and adjacent to the Community Park Cricket Field (the “Walnut Parking Lot”), and from Arlington Drive to use the parking lot immediately _____ of and adjacent to the Heritage Park Cricket Field (the “Heritage Parking Lot”) (collectively, the “Parking Lots”), and to and from the said Walnut Parking Lot to the Community Park Cricket Field and its Improvements; and to and from the Heritage Park Lot to the Heritage Park Cricket field and its Improvements, for the purpose of providing and/or attending the Cricket Club Activities, subject to the terms and conditions of this Agreement. The Cricket Fields, the Improvements, and the Parking Lots are collectively referred to herein as the “Licensed Premises”.

The Park District shall be entitled to use any of the Cricket Fields and the Licensed Premises whenever the Cricket Fields, or either of them, is not actually being used by the Licensee as permitted under this Agreement. The Licensed Premises may be used by other cricket players, teams and clubs on days not reserved and paid for by the Licensee, and the Park District may enter similar non-exclusive license agreements for use of the Cricket Fields by other cricket clubs and organizations.

3. Term. The term of this Agreement (the “Term”) shall be from January _____, _____ until September 15, _____, unless sooner terminated as provided for herein, but usage of the Licensed Premises shall not commence until May 1, _____ and shall end at the end of the Term, subject to satisfaction of the terms of this Agreement.

Use of the Licensed Premises by the Licensee’s Parties for the Cricket Club Activities shall be restricted to the cricket fields, days and hours of use set forth on Exhibit B during the Term, and shall be further subject to the terms and conditions herein; provided however, that Licensee shall perform the Repair and Cleanup Work (hereinafter defined) immediately following each time the Licensed Premises or either of the Cricket Fields is used by the Licensee’s Parties, or any of them, for any Cricket Club Activities, subject to the terms and conditions herein.

4. Lights and Scheduling Practices.

A. The Park District will endeavor to turn on the cricket field lights for the Community Park Cricket Field on each of said dates listed on Exhibit B for cricket matches (and separately scheduled practices approved of by the Park District as set forth on an addendum or addendums subsequently attached hereto) at the trailing twilight time established by the National Weather Service average for the immediately preceding week (the “Light Turn On Time”). The cricket field lights will be turned off at 11:00 p.m. on each of said nights. In the event Licensee desires to have the lights turned on earlier than the Light Turn On Time on any of said dates, the Licensee shall pay the sum of \$30.00 per hour for said extra light time and shall pay such amount due within ten (10) days of the date of each invoice therefor. In no event shall light time be

extended later than 11:00 p.m. In the event any invoice for additional light time is not timely paid, the cricket field lights shall not be turned on earlier than the Light Turn on Time.

B. Cricket practices may be scheduled on either the Community Park Cricket Field or the Heritage Park Cricket Field with the Park District's Athletic Supervisor on such open dates as may be available and by paying the applicable field usage and light usage fees (if applicable), as set forth on Exhibit B.

5. License Fees. The License Fees for the Term for matches and practices shall be \$65 per hour for the hours between 7:00 a.m. and 11:00 p.m.; weekly Field Striping \$25 per week rented out, paid in advance of usage of the Licensed Premises for Cricket Club Activities.

6. Schedule and Payment.

A. The license fees, light usage fees, and field striping fees for Licensee's cricket matches on the Cricket Fields, dates and times listed on Exhibit B, as calculated on Exhibit C, shall be paid in full to the Park District before _____; otherwise, those dates and times tentatively reserved for the Licensee pursuant to an initial lottery that took place on _____ will be released, and the tentative reservation of those dates and times for the Licensee shall be cancelled and shall be subject to a second lottery at which the other cricket clubs that participated in the initial lottery shall be eligible to reserve and procure those released dates and times and add them to its or their respective Non-Exclusive License Agreement by an addendum thereto.

B. Licensee shall submit to the Licensor its requested dates and times for its upcoming practices by April 1, _____, and the Licensor shall provide the Licensee by April 15, _____ the approved schedule for Licensee's practice dates and time availability for each practice during the Term, with such dates and times subsequently set forth on an Addendum or Addendums hereto as Exhibit B-2, and license fees therefor as calculated and subsequently attached hereto as Exhibit C-2, which shall be due and payable April 30, _____; otherwise use of the Cricket Fields, or either of them, for the requested date and times for the practices shall be cancelled. Subsequent practice dates and times may be reserved and paid for as provided herein.

7. Communication. The Parties agree to communicate on a timely and regular basis regarding day-to-day program operations and needs, logistics, emergencies, and future plans.

A. Liaisons. Licensee shall appoint one of its Board members to serve as its Liaison to communicate with the Park District staff for the entire Term. All arrangements, requests, scheduling, invoicing, complaints, and other communications will be made through the liaison. The Park District shall not respond to any requests that have not been funneled through or cleared by the liaison except as provided herein to the contrary. Licensee's liaison shall have no power to encumber funds of, or to create any liability on behalf of the Park District.

B. Emergency Information. Not later than April 1, _____, the Parties shall provide to each other on a limited basis, cell-phone numbers of the liaison and agreed-upon individuals to be used for emergency communications.

C. Medical Emergencies. Licensee shall notify the Park District of any accident or injury to any player, coach, umpire or spectator that results in medical attention being furnished to the injured party, or when paramedics or other first responders are called, within 48 hours of such occurrence.

D. Pre-season and Pre-Use Inspection of Facilities. Prior to the start of the season, representatives appointed by the Licensee's Board and the Park District Superintendent of Parks & Recreation shall conduct an inspection of the Cricket Fields to be used by the Licensee, making written note of any deficiencies. Prior to each use of a Cricket Field, Licensee shall inspect the Cricket Field and immediately notify the Park District of any safety issues. Licensee shall not use any Cricket Field or Improvements with respect to which any safety issues have been identified and are continuing. The Park District shall not have any responsibility for Licensee's failure to have conducted any of the foregoing inspections.

E. Calling off Games. The Park District shall endeavor on weekdays to post on its website and on its field condition hotline, the information it has available by 3:00 p.m. each weekday as to the playability of those Cricket Fields scheduled for use. The Park District shall endeavor on weekends to post on its field condition hotline, the information it has available at the time regarding the playability of the Cricket Fields.

8. Only the Licensor, and not the Licensee, shall have the authority to determine weather conditions of the Licensed Premises are adequate and the playability of the Community Park Cricket Field and/or the Heritage Park Cricket Field. Licensor has the sole authority to cancel any scheduled matches, practices and dates. Practice cannot be cancelled in advance by the Licensee. Make up of cancelled practices for any other reason shall be determined by the Licensor in its sole discretion, taking into account the Community Park Cricket Field and Heritage Park Cricket Field availability. Make up practice dates/times are not guaranteed. Refunds for any practices cancelled by the Licensor for any reason, which could not be rescheduled and made up, shall be paid by the Licensor to the Licensee after the Term has expired.

9. Licensee shall keep the Licensed Premises free from debris during its use thereof or either Cricket Field, and will clean the Licensed Premises and entire area around the Community Park Cricket Field and/or the Heritage Park Cricket Field after each use, and shall repair any damage caused by or otherwise attributable to Licensee or Licensee's Parties immediately following each use of the Cricket Fields, or either of them for Cricket Club Activities (the "Repair and Clean-up Work").

10. All parking for Cricket Club Activities for use of the Community Park Cricket Field and/or the Heritage Park Cricket Field, shall comply with all established and posted regulations on adjacent streets and all persons operating motor vehicles on property of the Park District shall obey all ordinances and written rules governing such operation, and observe any and all posted traffic control signs and traffic control devices in place. At no time shall vehicles be operated or parked on the Cricket Fields, or either of them. Deviations from these driving and parking requirements for special circumstances may be granted in advance and in writing by the Park District subject to such conditions as the Park District may require.

11. No Lease. The parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein shall be construed as conveying to Licensee a leasehold interest in the Licensed Premises, or either of the Cricket Fields, or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder.

12. [Applicable if Licensee will have any Cricket Club program activities involving participants under the age of 18.] Criminal Background Checks and Sex Offender Registration List Reviews. All Licensee coaches, assistant coaches, managers, applicants (defined below), and all other persons employed, engaged or used by Licensee in connection with the Cricket Club Activities who have or may have access to or control over Licensee's funds and/or who may come into contact with minors upon the Licensed Premises and/or in connection with the Cricket Club Activities shall be subject to annual criminal background checks conducted by Licensee in sufficient advance of the start of the Cricket Season to have results back on or before April 30, _____. Licensee shall be responsible for obtaining the required authorization to conduct the background check, for maintaining the confidentiality of information provided by each subject of a background check in order for Licensee to conduct the check and for all costs associated with the background check. The Park District shall have no responsibility or liability with respect to any criminal background checks and/or review of sex offender registration lists performed by Licensee, including but not limited to the conduct of the check, the maintenance of the report obtained or the disclosure of the report obtained, or for any malfunction or failure of, or deficiency in, the software used by Licensee. Licensee shall cause its coaches, assistant coaches, managers and other persons subject to a criminal background check hereunder to sign a release authorizing the disclosure of the background check results to Licensee, and Licensee shall follow applicable law with respect to the disclosure of the results of background check and the maintenance thereof. In the event the criminal background check discloses any convictions which would render any coach, assistant coach, manager, or other person ineligible for employment for any park district position pursuant to Section 8-23 of the Park District Code (70 ILCS 1205/8-23), then said coach, assistant coach, manager, and/or other person as the case may be, shall not be permitted to act as coach, assistant coach, and/or manager, or hold any other Licensee position involving interaction and/or contact with minors while on any Licensed Premises and/or connection with the Cricket Club Activities. Not later than April 30, _____, the _____ of Licensee shall certify to the Park District that Licensee has completed a criminal background check and has reviewed the Sex Offender Registration Lists as required herein and that it shall not permit any ineligible person, as described herein, to act as coach, assistant coach and/or manager or hold any other position involving interaction and/or contact with minors as provided herein; and shall further certify that no person who has been convicted of theft or any financial crime, shall be given access to Licensee's funds.

Licensee shall review current sex offender registration lists for the municipality and the county in which each coach, assistant coach, manager, applicant for coach, assistant coach, and/or manager ("Applicant"), and all other persons employed, engaged, or used by Licensee in connection with the Cricket Club Activities who may come into contact with minors upon the Licensed Premises and/or in connection with the Cricket Club Activities ("Licensee Agent"), resides ("Sex Offender Registration Lists"). Said review shall be performed sufficiently in advance

of the start of the Cricket Season to have results back on or before April 30, _____.

The Sex Offender Registration Lists shall be kept on file with Licensee. In the event any coach, assistant coach, manager, Applicant and/or Licensee Agent is listed on any Sex Offender Registration List as a “sex offender”, “sexual predator” and/or “child sex offender” as those terms are defined in 730 ILCS 150/2 and/or 720 ILCS 5/11-9.3, respectively, then said coach, assistant coach, manager, Applicant, and/or Licensee Agent as the case may be, shall not be permitted to act as coach, assistant coach, and/or manager, or hold any other position involving interaction and/or contact with a minor. Child sex offenders and sexual predators shall be prohibited from entering any Licensed Premises and/or public park building and/or any real property comprising any public park (as defined in Section 11-9.4-1 of the Criminal Code) and from loitering (as defined in Section 11-9.4-1 of the Illinois Criminal Code) on any public way within 500 feet of any public park building and/or real property comprising any public park as provided under Section 11-9.4-1 of the Illinois Criminal Code (720 ILCS 5/11-9.4-1), as amended from time to time, including but not limited to PA97-698, and 97-1109 (“Section 11-9.4-1”) and/or as otherwise provided by law.

13. Penalty Fees. In lieu of the “3 Strikes Rule” Deposit \$250 set forth in the Athletic Field Use Policy, Licensee will be assessed the following penalty fees for each of the following occurrences:

A. Any alcohol seen by the Licensor’s Staff on the Licensed Premises during Licensee’s use of the Licensed Premises, or in the possession of any of Licensee’s participants, members, guests or invitees while on the Licensed Premises, including, without limitation, in the either of the Parking Lots, shall result in a penalty of \$500 for a first occurrence. A second such occurrence will result in a penalty of \$1,000. A third or subsequent occurrence shall constitute a default as to which no cure period shall apply, and may result in the Park District terminating this Agreement.

B. Excessive trash left on the Licensed Premises, or adjacent to the Community Park Cricket Field and/or the Heritage Park Cricket Field, after any Licensee practice shall result in a penalty fee of \$100 per occurrence.

C. Each schedule change initiated at the request of the Licensee or cancellation by the Licensee shall result in a penalty fee of \$25 per occurrence.

Penalty Fees shall be charged by Licensor and shall be in addition to regular license fees and lighting usage fees paid by the Licensee to the Licensor, and shall be paid in full by the Licensee within ten (10) days of receipt of notice that a penalty fee has been imposed. Notwithstanding the Licensor’s right to impose said penalty fees, in the event of repeated occurrences, violations, or defaults, Licensee shall have no right to cure the same, and the Licensor shall have the right to terminate the License Agreement, and in such event any paid License Fees shall be forfeited by the Licensee to the Licensor.

14. Default. In the event of the failure of Licensee to perform any or all of its duties and obligations under the terms and conditions of this Agreement, and/or to comply with the terms

and conditions of the License Agreement, the Park District shall be entitled, in addition to the penalties set forth in paragraph 13, to all remedies available at law and/or equity and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees. In the event Licensee fails to maintain the below described types and minimum amounts of insurance coverages and requirements (collectively, "Insurance Requirements"), the license granted herein shall be immediately suspended during any such insurance default until Licensee complies with the Insurance Requirements and furnishes documentation to the Park District evidencing such compliance (an "Insurance Default Cure Period"). Licensee shall not be entitled to make up or reschedule any matches lost due to any such suspension, nor to any refund of License Fees because of any such suspension during the Insurance Default Cure Period.

15. Community Center Room Rental Discount. Provided all License Fees are fully paid and current, and Licensee is not otherwise in default of any material term of this Agreement, Licensee shall be entitled to a 30% discount on any room rental in the Licensor's Community Center for Licensee meetings during the Term. The Licensor will provide up to five (5) tables and fifty (50) chairs at no cost to the Licensee up to two (2) times per calendar year in connection with any such room rental.

16. Termination. Notwithstanding any provision herein to the contrary, the Park District may terminate this Agreement and the grant of license herein with or without cause by providing thirty (30) days prior written notice to Licensee regarding same.

17. General Insurance Provisions.

Licensee shall procure and maintain for the duration of the Term (and any extended term, if extended by mutual agreement of the Parties as evidenced by a written amendment to this Agreement) insurance against claims for injuries to persons or damages to property which may arise from or in connection with Cricket Club Activities and/or Licensee's operation or use of the Licensed Premises. The cost of such insurance shall be borne by the Licensee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

A. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, and **\$2,000,000** general aggregate limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease, unless Licensee represents and warrants that it has no employees.

In the event Licensee represents that it has no employees but later hires any employee or employees during the Term of this Agreement, the Licensee shall immediately obtain such coverage.

- iv. And such other insurance coverage in the types and amounts set forth on the Licensee's Certificate of Insurance coverage attached hereto as Exhibit D.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

B. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status.

The Hanover Park District, its officers, officials, employees, and volunteers, and if the Licensee will be using the Heritage Park Cricket Field for any cricket match, practice of any Cricket Club Activities during the Term, the Kenneyville Elementary School District and its officers, officials, employees and volunteers, are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Cricket Club Activities, or the work performed by or on behalf of the Licensee, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

ii. Primary Coverage.

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be in excess of the Licensee's insurance and shall not contribute with it.

iii. Notice of Cancellation.

Each insurance policy required above shall provide that coverage shall not be cancelled, changed, or modified, except upon not less than ten (10) days prior written notice to the Licensor.

iv. Waiver of Subrogation

Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of the Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.

v. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Licensor.

vi. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.

vii. Verification of Coverage

Licensee shall furnish the Licensor with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements. All certificates and endorsements are to be received and approved by the Licensor before any Cricket Club Activities commence. However, failure to obtain the required documents prior to the Cricket Club Activities beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

viii. Failure of the Park District to demand such certificates, endorsements or other evidence of full compliance with these insurance requirements, or the failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

ix. The Park District shall have the right, but not the obligation, of prohibiting the Licensee from occupying and using the Licensed Premises until such certificate is received and approved by the Park District.

x. Special Risks or Circumstances

Licensor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

18. Indemnification. To the fullest extent permitted by law, the Licensee shall hold harmless, defend and indemnify the Hanover Park Park District and its officers, officials, employees, volunteers and agents from and against all liability, loss, damages and expenses (including but not limited to costs and fees of litigation and legal fees, reasonable attorney and paralegal fees and court costs), of every kind and nature arising out of or in connection with (i) any act, omission, wrongful act or negligence of the Licensee and/or Licensee's Parties, Licensee's contractors, or of anyone acting on behalf of them; (ii) any accident, injury, death, or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the Licensee's Cricket Club Activities and use of the Licensed Premises, whether such loss, damages, injury, death, or liability is contributed by a condition of the Licensed Premises itself or any equipment thereon, (iii) any Cricket Club Activities, or any Repair and Clean-up Work, and/or related activities; and/or (iv) the Licensee's failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or the willful misconduct of the Licensor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any

party or person described in this paragraph. This obligation shall survive the expiration and/or termination of this Agreement.

19. Security. The Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all activities contemplated by this Agreement, including but not limited to all Cricket Club Activities. The Licensee shall provide such security for the Licensed Premises at its own cost. In no event shall the Park District be responsible for providing security for any Cricket Club Activities and/or other acts of Licensee or Licensee's Agents.

20. Supervision. The Licensee assumes and exercises full responsibility for the supervision of the Licensee's Parties during the Term of this Agreement. In no event shall the Park District be responsible for supervising any Cricket Club Activities and/or other acts of Licensee or Licensee's Parties.

21. Notice. All notices required shall be in writing and shall be given in the following manner:

A. By personal delivery of such notice; or

B. By mailing of such notice to the addresses recited herein by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or

C. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Any party shall have the right to designate any other address for notice purposes by written notice to the other party or his attorney in the manner aforesaid. The addresses of the parties are as follows:

If to Licensee:

Attn: _____

If to Licensor:

Hanover Park Park District
1919 Walnut Avenue
Hanover Park, Illinois, 60133
Attn: Stephen Bessette

With required copies to:

22. Prohibited Uses and Activities.

A. No alcoholic beverages shall be permitted to be brought upon the Licensed Premises by Licensee or Licensee's Parties.

B. The Licensee agrees to keep the Licensed Premises and areas within the Community Center adjacent thereto used by any of the Licensee's Parties during any Cricket Club Activities, in a clean, safe, and sanitary condition. The Licensee further agrees that it shall abide by any and all applicable laws, statutes, codes, ordinances, and regulations of the Park District, the Village of Hanover Park, the County of Cook (with respect to Community Park), the County of DuPage (with respect to Heritage Park), the State of Illinois and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises.

C. Licensee specifically agrees not to use or permit the Licensed Premises to be used for any unlawful and/or immoral purpose and/or business.

D. Licensee covenants and agrees not to maintain or permit any nuisance on the Licensed Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being upon or in the vicinity thereof.

E. Licensee covenants and agrees to comply with any rules, regulations and ordinances of the Hanover Park Park District of general applicability to all users of park district property, and/or to the use of the Licensed Premises currently, or hereinafter adopted by the Licensor.

23. Licensed Premises Disclaimer. The Licensee expressly acknowledges that the Park District has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Licensee accepts use of the Licensed Premises and any improvements thereon in "AS-IS" condition and "WITH ALL FAULTS". The Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

24. Licensor Board Approval. Notwithstanding any provision herein to the contrary, this Agreement and the grant of license hereunder is expressly contingent on the Licensor's approval of the terms and conditions herein and the grant of license hereunder as evidenced by a Resolution approving of this Non-Exclusive License Agreement duly passed by the Board of Park Commissioners of the Hanover Park Park District.

25. No Alterations. Licensee shall make no alterations to the Licensed Premises (other than Repair and Clean Up Work required herein) without the prior written consent of the Park District (the "Approved Alterations"). The Approved Alterations and any Repair and Clean-up Work shall be performed in accordance with all applicable federal, state, and local rules,

regulations, statutes, codes, ordinances and laws, and all Licensees performing such work shall further comply with the Insurance Requirements herein. Licensee agrees not to suffer or permit any lien or lien right of any mechanics and/or materialmen to be placed against the Licensed Premises, or any portion thereof. Licensee shall cause any such lien or lien right to be paid and/or removed within thirty (30) days of notice of such lien and/or lien right. In the event Licensee fails to pay or cause such lien to be removed, the Park District may pay same and add the cost of payment and removal of such lien to the license fees due hereunder from Licensee. For any Approved Alterations, Licensee shall provide a Licensee's Sworn Statement and final lien waivers in form customarily used by the Chicago Title and Trust Company from each contractor, subcontractor, supplier and materialmen providing labor and/or materials within fourteen (14) days of demand for same by the Licensor.

26. No Third Party Beneficiaries and/or Waiver of Immunities. This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and Licensor who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express or implied waiver of any common law or statutory immunity and/or privilege of the Park District and/or any of its officials, park commissioners, officers, employees, volunteers and/or agents as to any claim, cause, cause of action and/or liability of any kind whatsoever, and all such privileges and immunities are hereby reserved.

27. Compliance with Laws. Licensee agrees to adhere to all Federal, State, Cook County, Village of Hanover Park, Illinois Department of Public Health ("IDPH"), Illinois Department of Commerce and Economic Opportunity ("DCEO") laws, statutes, ordinances, rules, regulations, Governor's Executive Orders, and guidelines, including but not limited to those relating to the COVID-19 pandemic, that may be in effect and pertain to the use of the Licensed Premises by the Licensee and the Licensee's Parties, including use of the Licensed Premises by the Licensee for its cricket games, matches, practices, and other Cricket Club Activities as in effect and as may be amended throughout the Term of this Agreement.

28. Taxes. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement, (b) any Sub-license Agreement, or other grant of use or assignment by Licensee and/or (c) the use and/or operations of Licensee and/or Licensee's Parties, sub-licensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay any such taxes and/or tax on any such leasehold and/or sub-leasehold interest to the Park District, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. This obligation shall survive the expiration and/or termination of this Agreement.

29. Miscellaneous.

A. The parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

B. The parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

C. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for purposes of enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.

D. The parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

E. Licensee shall not assign any rights granted hereunder without the prior written approval of Licensor, which Licensor may withhold in its sole and absolute discretion.

Licensee:

[INSERT NAME OF LICENSEE]

By: _____

Printed Name: _____

Its _____ [INSERT TITLE]

Licensor:

Hanover Park Park District

By: _____
President

Attest:

Assistant Secretary

INDEX OF EXHIBITS

- A-1 Legal Description for Community Park
- A-2 Legal Description for Heritage Park
- B Cricket Fields, Days and Hours of Use for Cricket Matches
- C LICENSE FEE CALCULATION
- D Licensee's Certificate of Insurance

EXHIBIT A-1

LEGAL DESCRIPTION FOR COMMUNITY PARK

THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-2

LEGAL DESCRIPTION FOR HERITAGE PARK

LOTS 108 AND 109 IN FARMINGTON UNIT ONE PHASE II, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1988, AS DOCUMENT R88-092775, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

CRICKET FIELDS, DAYS AND HOURS OF USE
FOR LICENSEE'S CRICKET MATCHES

[PARK DISTRICT TO INSERT]

EXHIBIT C

LICENSE FEE CALCULATION FOR TEAM

[PARK DISTRICT TO INSERT]

License Fees for Cricket Matches:

License Fees for Cricket Practices:

Tournament Fees:

EXHIBIT D

ATTACH COPY OF LICENSEE'S CERTIFICATE OF INSURANCE