

FACILITY USE AGREEMENT

Village of Homewood Auditorium

This Facility Use Agreement (“Agreement”) is entered into between the Village of Homewood, an Illinois municipal corporation (“Village”), and Chicago Knockouts Roller Derby LLC, an Illinois limited liability company (“User”).

1. Facility

The Village agrees to permit the User to use the Village of Homewood Auditorium, at 2010 Chestnut Road, Homewood, Illinois (“Facility”), subject to the terms set forth in this Agreement. The Village and its agents shall have the right to enter and inspect the Facility at any time during the User’s use to ensure compliance with this Agreement and Facility rules.

2. Term

This Agreement shall begin on March 1, 2026, and shall continue until such time as renovations to the Facility begin, unless earlier terminated under this Agreement. The Village reserves the right to terminate this Agreement upon written notice if renovation schedules, operational needs, or Village programming require earlier possession of the Facility. Upon termination, the User shall immediately vacate the Facility and remove all personal property. Any failure to vacate promptly shall constitute trespass, and the Village may take all necessary legal action to remove the User and recover damages, including reasonable attorneys’ fees and costs.

3. Fee

The Chicago Knockouts Roller Derby will pay the Village \$200.00 per month for use of the space. Rent shall be paid on the first of each month. Prior to using the Facility, the User shall also pay a \$1,000.00 refundable security deposit. The Village may apply the deposit to any unpaid fees, damages, or cleaning costs. Any unused portion shall be returned to the User within 30 days after the end of the Agreement.

4. Permitted Use

The Facility may be used only for roller derby practices, training, and related non-spectator activities approved by the Village. Any use outside of this scope requires prior written approval from the Village. No storage of equipment, materials, or personal property shall be allowed except as authorized in writing by the Village. The User shall not allow the use, consumption, or possession of alcohol, tobacco, vaping

products, or illegal substances in or around the Facility. The User shall comply with all posted Facility rules and regulations.

5. Schedule and Priority of Use

The Village shall retain priority use of the Facility. The parties acknowledge the Village's anticipated programming schedule includes:

Friday: All Day

Saturdays: All Day

The User shall coordinate access to the Facility with the Village Manager's Office and shall not interfere with Village-sponsored programs, events, or operations.

6. Cleaning and Post-Event Responsibilities

The User shall be fully responsible for cleanup after every use, including cleaning and sanitizing all restrooms used; removing all trash and disposing of garbage in designated receptacles; returning tables, chairs, and equipment to their original locations; and ensuring the Facility is left in the same or better condition than found. Failure to adequately clean the Facility may result in additional fees, suspension of use, or termination of this Agreement.

7. Storage and Use of Village Property

The Village requires full access to and use of the Auditorium storage room for Village equipment, tables, and chairs. The User shall not store any equipment or materials in the storage room or in any other portion of the Facility without prior written approval from the Village. The User has permission to store blue safety mats neatly on the auditorium stage once they have finished using the space. The Village assumes no responsibility for loss, theft, or damage to any property brought onto the Facility by the User, its members, participants, or guests, whether authorized or not. The User shall not disturb or damage the blue tape that is currently on the gym floor which is used for the indoors farmers market.

8. Supervision and Security

The User shall ensure adequate supervision is present during all Facility use. The Facility shall not be left unattended while unlocked, and all doors must be secured upon departure.

9. Insurance and Indemnification

The User shall maintain, at its sole cost, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the Village of Homewood, its officers, employees, and agents as additional insureds. The User shall provide a certificate of insurance evidencing this coverage before use of the Facility and upon renewal. The insurance policy shall provide for a waiver of subrogation in favor of the Village. The User agrees to defend, indemnify, and hold harmless the Village, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or related to the User's use of the Facility, including but not limited to bodily injury, property damage, or violation of law, except to the extent caused by the sole negligence or willful misconduct of the Village.

10. Compliance With Laws and Policies

The User shall comply with all applicable federal, state, and local laws, ordinances, and Village policies, including Facility rules and safety requirements. The Village shall not be liable for any illness, injury, or exposure resulting from the User's activities at the Facility.

11. Damage to Facility

The User shall be financially responsible for any damage to the Facility or Village property caused by the User, its members, participants, or guests.

12. No Assignment or Subletting

This Agreement may not be assigned, transferred, or sublet by the User without the prior written consent of the Village.

13. Termination

The Village may terminate this Agreement at any time upon written notice for operational needs, renovations, safety concerns, or breach of this Agreement. Upon termination, the User shall immediately vacate the Facility and remove all personal property. Any failure to vacate promptly shall constitute trespass, and the Village may take all necessary legal action to remove the User and recover damages, including reasonable attorneys' fees and costs.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties and may be amended only by written agreement executed by both parties.

15. Notices

All notices required under this Agreement shall be in writing and delivered personally, by Certified Mail, or by email to the following addresses:

Village of Homewood

Chicago Knockouts Roller Derby LLC

16. Governing Law and Venue

This Agreement shall be governed under the laws of the State of Illinois. Any legal action arising out of this Agreement shall be brought exclusively in Cook County, Illinois.

17. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Attorneys' Fees

In the event of any dispute or legal action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

Signatures

VILLAGE OF HOMEWOOD

By: _____

Name: _____

Title: _____

Date: _____

CHICAGO KNOCKOUTS ROLLER DERBY LLC

By: _____

Name: Ash Mateja

Title: Manager

Date: _____