

LEASE OF THE HOMEWOOD AUDITORIUM
2010 CHESTNUT ROAD HOMEWOOD, ILLINOIS

This Lease Agreement is made this 28th day of May, 2024 between the VILLAGE OF HOMEWOOD, a municipal corporation, as Lessor and the HOMEWOOD ARTS COUNCIL, an Illinois not-for-profit corporation, as Lessee. The terms of this Lease Agreement are:

1. PREMISES. Lessor for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does hereby lease to Lessee the premises in the Village of Homewood, County of Cook, State of Illinois, described as follows:

that portion of the building located at 2010 Chestnut Street, Homewood, Illinois, known as the "Homewood Auditorium," which shall include: the lobby, the gymnasium, the stage, two locker rooms, and the kitchen.

2. USE OF PREMISES. Lessee shall use the premises to conduct performing arts, cultural, and other Homewood Arts Council programs consistent with its not-for-profit mission.

3. TERM OF RENEWAL. The lease term is from July 1, 2024 through June 30, 2025, provided, however, that either party may terminate this lease with or without cause, upon sixty (60) days written notice.

4. RENTAL. Lessee, in consideration of this Lease Agreement, covenants and agrees to pay Lessor as rent for the Leased Premises the sum of One Dollar (\$1) per year, payable in advance upon execution hereof.

5. LESSOR'S USE OF THE LEASED PREMISES. Lessor shall be allowed use of the Leased Premises during such periods of time that Lessee does not have scheduled activities. Such use shall not otherwise interfere with the use of the Leased Premises by Lessee. Lessee shall have responsibility for security and supervision of the Leased Premises unless the Leased Premises are used by the Lessor. Lessor may also continue to store records in the Leased Premises in the same amount and at the same location as presently utilized by Lessor.

6. LANDSCAPE MAINTENANCE AND SNOW REMOVAL. Lessor shall maintain the landscaped area immediately surrounding the Leased Premises at Lessor's expense. Lessor will also remove snow around the Leased Premises under Lessor's snow removal schedule.

7. **ASIGNMENT AND SUBLETTING.** Lessee shall not sublet the premises without the Lessor's prior written consent. All sublease agreements in force as of July 25, 2023 are attached as Exhibit A and are hereby approved.

8. **MANDATORY REPORTING.** Lessee shall provide the Lessor with the following information within thirty (30) days of execution of this lease:

- a. a copy of the organization's Articles of Incorporation;
- b. a copy of the organization's Bylaws;
- c. a list of the organization's Board Members/Directors with contact information;
- d. a copy of the organization's federal tax return (IRS Form 990 or 990-EZ);
- e. a copy of the organization's most recent Illinois Charitable Organization Annual Report (Form AG990-IL).

Every six months, the Lessee shall submit a written summary to Lessor with the following information about the premises for the previous six months: (1) How have the premises been used? (2) How much revenue has Lessee received from its use of the premises? (3) How has the Lessee used this revenue to advance its mission withing the local community? (4) Any other information the Lessee believes to be relevant.

FOR MEETINGS. Lessor reserves the right to preempt Lessee's use of the Leased Premises if the Lessor determines it needs the Auditorium space to conduct a public meeting because Lessor anticipates that the audience turnout will exceed the space available at Lessor's regular meeting location. This provision shall apply to Lessor's Village Board or any of Lessor's commissions or committees. Lessor shall attempt to give Lessee five (5) days advance written notice of any such meeting under the notice provisions of this Lease but shall not be obligated to do so. In any case, Lessor shall give at least twenty-four (24) hours' notice of such preemption. If such preemption occurs, Lessee's planned program for that period shall be continued, canceled or held elsewhere. Any use by Lessor or its commissions or committees under this provision shall be without charge to Lessor. Lessor shall be responsible for the supervision and security of the Leased Premises during such use by Lessor. Lessee is to have responsibility for security of the Leased Premises at all other times.

9. **USE OF VILLAGE PARKING LOTS.** Parties using the Leased Premises with Lessee's permission may utilize public parking areas within Lessor's Village Hall parking lots. However, such users shall not use parking spaces clearly marked and allocated for specific parties or uses.

10. **LESSOR'S USE OF LEASED PREMISES FOR MEETINGS.** Lessor reserves the right to preempt Lessee's use of the Leased Premises if the Lessor determines it needs the Auditorium space to conduct public meetings and town hall meetings because Lessor anticipates that the audience turnout will exceed the space available at Lessor's

regular meeting location. This provision shall apply to Lessor's Village Board or any of Lessor's commissions or committees. Lessor shall attempt to give Lessee five (5) days advance written notice of any such meeting under the notice provisions of this Lease but shall not be obligated to do so. In any case, Lessor shall give at least twenty-four (24) hours' notice of such preemption. If such preemption occurs, Lessee's planned program for that period shall be continued, canceled or held elsewhere. Any use by Lessor or its commissions or committees under this provision shall be without charge to Lessor. Lessor shall be responsible for the supervision and security of the Leased Premises during such use by Lessor. Lessee is to have responsibility for security of the Leased Premises at all other times.

11. **INSURANCE AND INDEMNIFICATION.** Lessee shall maintain in full force and effect during the term of this Lease the following coverage:

(a) Commercial General Liability insurance, bodily injury and property damage combined single limit per occurrence in an amount of not less than \$1,000,000 with a \$2,000,000 aggregate. Lessor, its officials, officers and employees shall be named as additional insured on a primary and non-contributory basis by original endorsement (CG 20 26) signed by a person authorized by the insurer to bind coverage on its behalf.

(b) Fire Legal Liability Insurance in an amount to provide for the repair or replacement of the Leased Premises in the event such a loss is caused by Lessee or one or more of Lessee's users.

(c) Lessee agrees to protect, defend, indemnify, and save harmless Lessor, Lessor's elected public officials, officers, and employees from all claims and liabilities, including but not limited to personal injury, wrongful death, and property damage which may arise out of Lessee's use of the said premises under this Lease Agreement, unless caused by the sole negligence of Lessor.

Lessor shall continue to insure the Leased Premises for fire damage not the result of Lessee's use of the premises. Lessor agrees to maintain such coverage if it may be obtained through Lessor's current fire insurance program, and so long as Lessor determines that the cost of such insurance is acceptable to Lessor. Should Lessor elect to terminate such insurance, it will give Lessee sixty (60) days written notice of its intention to do so.

12. **USER'S RESPONSIBILITY.** Before accepting a reservation, Lessee shall obtain from the applicant a signed statement indicating that the applicant assumes responsibility resulting from loss or damage to the Leased Premises and to the applicant's property and agreeing to cooperate with Lessee in complying with all rules and regulations pertaining to using the Leased Premises.

13. **SMOKING AND USE OF INTOXICATING LIQUOR.** Lessee shall prohibit smoking in the Auditorium. Lessee shall not allow the sale, distribution, or consumption of alcoholic beverages on the Leased Premises without first obtaining consent of the Local Liquor Commissioner and a Special Event liquor license. Lessee agrees to defend, save harmless and indemnify Lessor, its elected officials, officers, and employees in connection with any claims arising from the sale or distribution of alcoholic beverages within the leased property.

14. **PERSONAL PROPERTY.** Personal property, such as tables, chairs, kitchen equipment, etc. in the Leased Premises shall remain Lessor's property but shall continue to be located at the Leased Premises and may be utilized by Lessee. However, Lessor may use such tables and chairs for other facilities or outdoor functions. When such need arises, Lessor will coordinate its use with Lessee and, when possible, shall give seven (7) days' notice to Lessee of Lessor's intent.

15. **PAYMENT OF UTILITY EXPENSES.** Lessor shall be responsible for and shall pay the cost of gas, electric, and heat for the Leased Premises. Lessor shall provide and pay scavenger service costs. Lessee may deposit refuse in the dumpster in the rear of the Leased Premises used for Lessor's scavenger service.

16. **REPAIRS AND MAINTENANCE.** Lessee shall keep the premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all at its own expense, and shall yield the same back to Lessor upon the lease termination, in the same condition of cleanliness, repair, and sightliness as at the date of the execution thereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon the premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the premises at its own expense. If, however, the premises shall not be kept in good repair and in a clean, sightly, and healthy condition by Lessee, Lessor may enter the same, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness, and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, besides the rent hereby reserved, Lessor's expenses in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse, or neglect of the water, or of the water, gas or electric fixtures. Lessee shall furnish janitorial service for the Leased Premises at Lessee's expense.

17. **PAINTING, ADDITIONS REQUIRE LESSOR'S APPROVAL.** Except as herein approved, Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or any additions or changes to the premises without Lessor's prior written consent. Unless otherwise agreed by Lessor and Lessee in writing, all such replacements and alterations shall be performed at Lessee's cost.

Unless otherwise provided by written agreement, all alterations, improvements and changes shall remain upon and be surrendered with the premises, excepting, however, that at Lessor's option, Lessee shall, at its expense, when surrendering the premises, remove from the premises and the building all such alterations, improvements and changes installed in the premises by Lessee and restore the premises to the condition existing before such alterations, improvements or changes. If Lessee does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements after requested to do so by Lessor, Lessor may remove the same and restore the premises and Lessee shall pay the cost of such removal and restoration to Lessor upon demand. Lessee agrees to protect, defend, and indemnify and save harmless Lessor, its agents and employees, from any and all liabilities of every kind and description which may arise out of or be connected in any way with said replacements, alterations or additions. Any mechanic's lien filed against the premises for which notice is received by either Lessor or Lessee for work claimed to have been furnished to Lessee shall be released and discharged of record by Lessee within ten (10) days after such filing or receipt, whichever is applicable, at Lessee's expense. Upon completing any replacements, alterations, or additions, Lessee shall furnish Lessor with contractor's affidavits and full and final Waivers of Lien and receipted bills covering all labor and materials expended and used. All replacements, alterations and additions shall comply with all insurance requirements and with applicable laws, statutes, ordinances and regulations. All alterations and additions shall be constructed in good and workmanlike manner and only good grades of materials shall be used.

18. **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix, or exhibit or permit to be attached, affixed or exhibited, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the premises, or upon the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about the premises; and shall make no changes or alterations in the premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and if Lessee shall affix additional locks or bolts on doors or window, or shall place in the premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor, Lessor shall have the privilege of retaining the same if it desires. If it does not desire the same, it may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. This paragraph shall not, however, apply to Lessee's equipment and movable furniture. Lessee during the term of this Lease shall furnish Lessor with keys to the Leased Premises.

19. **LESSEE NOT TO MISUSE.** Lessee will permit no unlawful or immoral practice, with or without Lessee's knowledge or consent, to be committed or carried on in the

premises by any person. Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the premises for any purpose that will injure the reputation of the premises or of the building of which they are a part.

20. **CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the premises, have been made by Lessor or his agent before or at the execution of this Lease that are not herein expressed.

21. **NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by the failure of Lessor to keep the premises in repair, and shall not be liable for any injury done by wind or by or from any defect of plumbing, electric wiring or of insulation thereon, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said premises are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, or for any damage or injury arising from any act, omission or negligence of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being expressly waived by Lessee.

22. **FIRE AND CASUALTY.** If the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at its option, terminate this Lease or repair the Premises. If Lessor elects to repair the Premises it shall give written notice of that decision to Lessee no later than ninety (90) days from the incident which rendered the Premises untenable, and Lessor shall proceed with such repairs as promptly as reasonably possible. Should Lessor elect not to repair or rebuild the Premises, then the term created shall cease and terminate. However, the insurance and Indemnification requirements of this Lease shall not terminate and shall continue in effect for any claims made against Lessor arising during the lease term of this Lease Agreement.

23. **OPTION TO RENEW.** Should Lessee wish to renew this Lease, it shall give written notice to Lessor no later than sixty (60) days before the end of the Lease Term. At that time, Lessor shall be free to renew this Lease or to decline to do so. Any Lease renewal shall be subject to negotiation and agreement by the parties as to the terms of any such renewal.

24. **TERMINATION; HOLDING OVER.** At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor. If Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then a tenancy at sufferance shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. This paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of the covenants herein.

25. **LESSOR'S REMEDIES.** If Lessee shall abandon the premises or if the breach of any covenant in this Lease occurs, Lessee's right to the possession of the premises shall terminate with or (to the extent permitted by law) with no notice or demand, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand, this lease shall terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the premises immediately, without receiving any demand, notice to quit or demand for possession of the premises, and grants to Lessor full and free license to enter into and upon the premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess itself of the premises, but such entry of the premises shall not constitute a trespass or forcible entry or detainer, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee waives all notice of any election made by Lessor, notice to quit, demand for possession, and any and all notices and demands, of any and every nature, which may or shall be required by any. Statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the terms of this Lease or any extension thereof.

26. **COSTS AND FEES.** Lessee shall pay upon demand all Lessor's costs,, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing the obligations of Lessee under this Lease or in any litigation,

negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or because of this Lease.

27. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served when the copy is mailed.

28. AUTHORITY TO EXECUTE. Lessor and Lessee represent that they have followed the appropriate statutory procedure and are authorized to execute this Lease by their respective officers.

Agreed as of the date first written above.

Homewood Arts Council
an Illinois not-for-profit corporation

Village of Homewood
an Illinois municipal corporation

By: _____

By: 
Richard A. Hofeld
Village President

Print Name: C4!L7 STorHt(L LA-\$Tlt-t1lfOA-

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Exhibit A

Sublease Agreement

Special Use Agreement

This Special Use Agreement ("Agreement") is entered into between Homewood Arts Council ("Licensor") and Wrestle League LLC ("Licensee") for use of the Homewood Auditorium, located at 2010 Chestnut Road, Homewood, Illinois ("Facility") pursuant to the following terms and conditions.

- I. Duration. Licensee is permitted access and use of the Facility on scheduled dates (see "Exhibit C"). Licensee will not be permitted access to the Facility before Load In unless an advanced request is made to HAC. Licensee shall completely vacate and surrender possession of the Facility to Licensor no later than the scheduled Load Out.
2. Capacity. The maximum capacity for the main floor of the Facility is 250. The maximum capacity for the grandstand seating is 300. Licensee shall not allow the capacity of the Facility to exceed these maximums during its use.
3. Rates and Fees. Licensee shall pay \$40 per hour, or \$500.00 per day (9:00 a.m. to 10:00 p.m.), to use the Facility. For ticketed events sponsored by the Licensee, an Event Fee of \$150.00 will be added to the total sum (Sum of Hourly Rate + Event Fee) for events with an overall attendance of 25% (138 attendees or more). An Event Fee of \$250.00 will be added to the total sum for events with an overall attendance of 50% (276 attendees or more) of the Facility's maximum capacity (550 attendees). Event staff should be factored into the Licensee's attendance total to maintain capacity compliance.
4. Payment. Payment may be made by check, credit or debit card, or through Zelle to "Homewood Arts Council."
5. Security Deposit. For reservations made 30 days or more, a 50% deposit, or \$_____ is required to reserve the Facility. Licensee may cancel its reservation more than 14 days from the Event Date without penalty, and Licensor shall fully refund 100% of the reservation deposit paid by Licensee. If Licensee cancels its reservation on or within 14 days of the Event Date, Licensee shall only be entitled to a refund of 50% of its reservation deposit. Licensor reserves the right to cancel a reservation and return the reservation deposit if Licensee makes any material misrepresentation to Licensor.
6. Condition of Facility. Licensee shall surrender the Facility to Licensor in substantially the same condition as it received the Facility and shall be liable for any damage to the Facility occurring during Licensee's use of the Facility. On or before the End Time, Licensee shall:
(a) remove all garbage, items and other debris from the Facility; (b) wipe clean all surfaces where liquid has spilled, including Facility seats, floor and stage; and (c) return tables, chairs and other items to their original storage area. Licensee shall not create holes (by nail or otherwise) on any Facility wall or ceiling. Licensee will be charged \$50.00 in the event garbage or other items left at the Facility past the End Time.

A \$35.00 custodial fee towards bathroom supplies is required per scheduled event.

Optional---cleaning of the grand stand, lobby and main floor bathrooms is an available service which the Licensee may request. This service is available for \$200.00 and can be scheduled within a 5-day window of the scheduled event date.

7. Damage Fee. If the Facility sustains damage during Licensee's use, or Licensee fails to vacate and surrender the Facility in substantially the same condition as Licensee received the Facility, a Damage Fee of \$5,000 shall be paid by the Licensee to the Licensor to repair such damage or to return the Facility to the condition it was in prior to Licensee's use. Licensor and the Village of Homewood will assess the cost of the damage and apply the \$5,000 balance towards repair costs. If repair costs fall under the \$5,000 balance, remaining funds will be returned to the Licensee. In the event the cost to repair damage to the Facility exceeds \$5,000, Licensee shall be obligated to pay the difference and all amounts necessary to repair the Facility and return it to the condition it was in prior to Licensee's use. Licensee expressly agrees to be liable for any cost incurred by Licensor or the Village of Homewood relating to repairs or to returning the Facility to the condition it was in prior to Licensee's use.
8. Smoking. The Facility is a non-smoking facility. In the event smoking occurs inside the Facility during Licensee's use, Licensee shall be obligated to pay a \$500 penalty fee.
9. Priority. Licensor and the Village of Homewood ("Village") have priority use of the Facility. Licensor may cancel any reservation made pursuant to this Agreement to allow use of the Facility by the Licensor or the Village. In such event, the Licensor shall refund any deposit paid by Licensee or assist Licensee with rescheduling said reservation.
10. Amenities. Licensee may enjoy the use of the Facility's main level bathrooms, water fountains, basement, stage, grandstand seats, basketball court, folding chairs and available cleaning supplies on the Event Date from the Start Time until the End Time.
11. Food and Beverage. Licensee shall not be permitted to bring food or beverage to the Facility without first completing the following process.
 - Food vendors must provide a Certificate of Liability Insurance and be approved by Cook County Department of Public Health and any other CCDPH requirements needed.
 - Alcohol vendors must acquire all required State and Village approvals to sell beer and/or wine. Upon receipt of application, Village will issue approval letter from Homewood Liquor Commissioner.
 - All Food Vendors must submit Cook County Department of Public Health Forms and be approved.
 - Food vendors need to complete the Cook County Department of Public Health Application for "temporary food vendor permit. *See below the link to Cook County's Temporary Food Permit Application. Please complete this application if you are serving any food (pre-packaged or freshly made).*
 - Once you complete the application and have completed all of the required documents that accompany the application, please send the documents to Cook County
ENVIRONMENTAL HEALTH SERVICES
10220 S. 76th Avenue, Room 250

Bridgeview, IL 60455
(708) 974-7107 phone
(708) 974-7120 fax

- COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
(cookcountypublichealth.org)
- Cook County - Final Approvals should be emailed to Chris Castaneda at haccastaneda60430@gmail.com.

12. Alcohol. Licensee shall not engage in the sale or distribution of alcohol at the Facility without proper permitting and approval by the Village of Homewood. Events held at the Homewood Auditorium that include the sale of alcohol by an outside vendor are limited to Village of Homewood liquor licensees (businesses that currently have a Homewood liquor license). The vendor must obtain a letter of approval from the Village of Homewood to sell off-site (at the auditorium). The vendor will also need a State of Illinois Special Use Permit Liquor License, and provide a liquor liability insurance certificate specific to the event.

If events held at the Homewood auditorium feature the sale of alcohol by the Homewood Arts Council or other Homewood non-profits, the non-profit must obtain a Class 6 Liquor License from the Village of Homewood, a State of Illinois Special Event Retailer's Liquor License (not-for-profit), and provide a liquor liability insurance certificate specific to the event. Licensee takes all responsibility for the sale or distribution of alcohol during its use of the Facility and agrees to indemnify and hold Licensor and the Village, and their respective successors, assigns, employees, directors, officers and agents, harmless against any and all claims arising out of the sale or distribution of alcohol at the Facility during the Licensee's use of the Facility. No alcohol can be sold, served or distributed by the HAC unless the applicable conditions above are met.

13. Event Security. Licensor may, in its sole discretion, require Licensee to obtain event security and to furnish proof of having obtained such security to Licensor. Failure to obtain event security and furnish proof of same upon Licensor's request shall result in a complete forfeiture of any reservation deposit paid by Licensee.
14. Conduct. Licensee shall not permit any unlawful conduct at the Facility and agrees to comply with all applicable laws, ordinances and regulations while using the Facility.

Failure to comply will result in the Licensee being flagged as NOT GOOD STANDING for future rental requests with the Licensor or the Village.

15. Indemnification. Licensee agrees to indemnify and hold Licensor and the Village, and their respective successors, assigns, employees, directors, officers and agents, harmless against any and all claims of any nature whatsoever relating to or arising out of Licensee's use of the Facility.
16. Attorney's Fees. Licensor shall be entitled to recover its reasonable attorneys' fees and costs incurred to enforce this Agreement.

This Agreement constitutes the entire agreement between the parties with respect to Licensee's use of the Facility on the Event Date. By signing below, Licensee acknowledges that it has read and understands the terms of this Agreement and agrees to be bound thereby.

LICENSEE:

Wrestle League LLC



Name: Alexander Horist

Title: owner

Date: 04/29/2024

Email: wrestleleaguellc@gmail.com

LICENSOR:

Homewood Arts Council



Name: Christopher Castaneda

Title: President and Director

Date: April 29, 2024

Email: haccastaneda60430@gmail.com

Special Note

Please have all Food and Liquor materials submitted 2 weeks prior to scheduled event.

Event Fee to be determined after each scheduled event when attendance total is tallied. Payment to Homewood Arts Council will be due 5-days after each scheduled event.

\$40 hourly rate x 3 Hours= \$120

Custodial Fee = \$35

Event Fee= TBD

VILLAGE OF HOMEWOOD GUIDELINES FOR THIRD PARTY USAGE

(a) Commercial General Liability Insurance:

Maintain coverage with bodily injury and property damage combined single limit per occurrence not less than \$1,000,000, with a \$2,000,000 aggregate. Name the Village of Homewood, its officials, officers, and employees as additional insured on a primary and non-contributory basis by original endorsement (CG 20 26), signed by an authorized insurer representative. Provide the Village of Homewood with a certificate of insurance indicating such limits and terms.

(b) Fire Legal Liability Insurance:

Provide coverage in an amount sufficient for the repair or replacement of the Leased Premises in the event of loss caused by sublessee or sublessee's users.

(c) Indemnification Clause:

Sublessee agrees to protect, defend, indemnify, and save harmless the Village of Homewood, the Village's elected public officials, officers, and employees from all claims and liabilities arising out of sublessee's use.

(d) Description of Activities:

Provide a detailed description of the activities involving people participating in the events/programming. This should include the nature of the events, the type of programming, and any other relevant details that help us understand the scope of the proposed activities.

(e) Specific Dates of Activities:

Clearly outline the specific dates of the proposed activities within the sublease agreement. This will allow for better coordination and scheduling of shared spaces within the Auditorium and the proper public safety officials aware of the Auditorium's use.

(f) Flexible Date Language:

Include language that permits changes to the specified dates with seven days' notice to the Village. This flexibility is essential for accommodating unforeseen circumstances or adjustments in the schedule.

Exhibit A
(See Attached)

Exhibit B

Wrestle League LLC provides live wrestling entertainment. Show day schedule and amenities are as follows:

Wrestle League provides a 18x18 foot wrestling ring that will be set up two hours prior to show time. Performers arrive and will use the stage and surrounding areas to prepare. Wrestle League ensures that one of its staff is certified in first aid and will possess all the necessary first aid equipment in case of an injury. Wrestle League will utilize the auditorium sound system throughout the event. Wrestle League handles their own ticketing process and will disclose totals to the village after the event. Typical Wrestle League productions last between 2 or 3 hours and are responsible for the hourly rate of the auditorium. The shows consist of roughly 6-10 "matches" where competitors will perform wrestling techniques that have been trained and perfected by our performers. Unless otherwise discussed shows will run 7pm-10pm. Wrestle League staff is dedicated to maintaining a clean environment and will set up, break down and sweep the auditorium floor prior to leaving.

Exhibit C

Proposed Dates:

May 25, 2024

Load In: 4:00pm

Event Start: 7:00pm

Event End: 10:00pm

Load Out By: 11 :00pm