FIRST AMENDED AGREEMENT

THIS AGREEMENT (the "Agreement") entered into this _____ day of _____, 2021, by and between the Village of Poplar Grove, an Illinois municipal corporation ("Poplar Grove"), and the Poplar Grove Lions Charities Inc. a/k/a the Poplar Grove Lions Club, an Illinois not-for-profit corporation ("Lions Club").

WHEREAS, in June 1989, subject to the terms and conditions of an agreement of the same date (the "1989 Agreement"), the Lions Club gifted and conveyed legal title to an eight (8) acre parcel located in the Village of Poplar Grove, Boone County, Illinois, legally described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Premises"), to Poplar Grove.

WHEREAS, the purpose of the transfer of the Premises was to establish a community park to be operated and developed by the Lions Club and for the benefit of the community at large.

WHEREAS, subject to the terms and conditions of the 1989 Agreement, Poplar Grove is now the titled owner of the Premises; and

WHEREAS, Poplar Grove and the Lions Club desire to restate and amend the terms and conditions of the Agreement between the parties in order to continue the cooperative development and maintenance of the Premises.

NOW, THEREFORE, for consideration, and in consideration of the mutual covenants and promises as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Continued Development Rights

The Lions Club shall continue to retain the right to develop and improve the Premises into a community park, subject to the terms and conditions of this Agreement, in any manner that they see reasonably fit and practical.

~~2. Term~~

~~The initial term of this Agreement shall be for twenty-five (25) years. This Agreement shall be automatically renewed for successive periods of 25 years unless:~~

~~(a) the Lions Club notifies Poplar Grove of termination, in writing, at least 60 days before the end of the term, in which case this Agreement shall terminate upon the expiry of the applicable term; or~~

~~(b) otherwise terminated pursuant to the terms contained in this Agreement.~~

2. Responsibilities of Poplar Grove

Poplar Grove shall maintain the Premises by providing the following as needed:

(a) Grass mowing
(b) Weed control

(c) Maintenance of parking lots and drives
(d) Refuse and trash removal

43. Responsibilities of the Lions Club

The Lions Club shall provide normal upkeep of the following appurtenances at the Premises:

(a) Concessions
(b) Rest rooms
(c) Playground equipment
(d) Maintenance building

54. Scheduling

In recognition of the contributions to Poplar Grove and surrounding communities and its residences, the Lions Club shall have first choice for scheduling activities and the dates of events. The Lions Club will advise Poplar Grove of the appropriate contact for reserving park space and facilities.

65. Improvements

The Lions Club and Poplar Grove will collaborate to develop the Premises to the benefit of the community under the following provisions:

(a) Poplar Grove will consider providing funding for improvement projects within the Premises; and

(b) Poplar Grove will consider joint funding of projects with the Lions Club at the Premises; and

(c) Any permanent structure that either party hereto contemplates building on the Premises subsequent to the date of this Agreement shall be approved and agreed to in writing by both parties.

76. Reservation Fee Structure

The Lions Club ~~may develop a reservation fee structure for use of facilities at the Premises which will supersede and/or be in addition to any fees imposed~~and Poplar Grove agree to cooperate and codify fees charged for use of the Premises in a ~~by Poplar Grove~~village ordinance. Fees will be applied equally to all like users of the Premises. At the request of Poplar Grove, the Lions shall provide Poplar Grove with a copy of the financial records accounting for money collected and expended on the Premises. The format of the records and information to be provided shall be in the same manner as ordinarily kept and maintained by the Lions Club. Poplar Grove's request for records shall be limited to once per calendar year. Both parties agree to reasonably cooperate with each other relating to any request for records or information stemming from an audit or other requests from the Internal Revenue Service, Illinois Department of Revenue, or other similar agencies even if said cooperation results in more than one request for records or information per calendar year.

87. Assignment of Agreement

Without the prior, express, and written consent of the other party, which shall not be unreasonably withheld, neither party shall assign this Agreement to any third party.

~~9~~8. Dangerous Materials

The Lions Club shall not store or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. For the purposes of this provision, gas, oil, cleaning supplies and other supplies necessary for the ordinary maintenance of the Premises and its facilities shall not be considered dangerous materials.

~~10~~9. Insurance

The Premises shall, at all times, pursuant to this Agreement, be the property of Poplar Grove and shall be covered under Poplar Grove's liability insurance policy. ~~Poplar Grove shall name the Lions Club as an additional insured on the insurance policy covering the Premises and provide the Lions Club with proof of insurance on an annual basis.~~ The Lions Club agrees to refrain from taking any action that would jeopardize Poplar Grove's ability to insure the Premises.

11~~0~~. Termination

This Agreement may be terminated before its expiry if:

(a) Both parties agree, in writing, to terminate the Agreement; or

(b) Either party is dissolved and assignment of the Agreement to a third party is not possible under the provisions of Paragraph 8.

Upon termination, each party shall have no further rights or obligations as set forth in this Agreement.

1112. Binding Effect

The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties, and all covenants are to be construed as conditions of this Agreement.

12~~3~~. Governing Law

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

13~~4~~. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

14~~5~~. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

15~~6~~. Notices

Any notices required or desired to be given under this Agreement shall be deemed to have been sufficiently given to either party when delivered via USPS, UPS, or FedEx with signature confirmation.

Notice to Poplar Grove shall be sent to: _____

_____

_____

Notice to the Lions Club shall be sent to: _____

_____

_____

16~~7~~. Survival of Provisions

If any of the provisions of this instrument are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however, the remainder of this instrument and any other application of such provision shall not be affected hereby.

17~~8~~. Venue of Actions

The parties hereto mutually covenant and agree that any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Boone County, Illinois.

18~~9~~. Jurisdiction

All parties hereto hereby agree, consent and submit to the jurisdiction of the courts of the State of Illinois relative to any and all suits, claims, causes of action, interpretation of damages and any other judicial proceedings that may arise out of the performance of and/or enforcement of this Agreement.

~~20~~19. Waiver of Right to Change Venue

The parties hereto acknowledge that this Agreement is executed in Poplar Grove, Illinois, and also acknowledge that they have agreed that any and all proceedings and/or actions pertaining to this Agreement shall be instituted, prosecuted and defended in the courts of Boone County, Illinois, and therefore, both Poplar Gove and the Lions Club, hereby waive their respective rights to a change of venue.

20~~1~~. Use of Headings

The Article, Section and Clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

212. Counterparts

This Agreement may be executed in two or more counterparts, and all such counterparts shall constitute one and the same instrument provided all counterparts are provided to both parties and identified as part of this Agreement before the signed date of this Agreement.

223. Amendments, Modifications

Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO ARE DULY AUTHORIZED TO SIGN AND HAVE SIGNED THIS AGREEMENT ON THIS THE _____ DAY OF _____, 2021, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING DOCUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO CONSENT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

VILLAGE OF POPLAR GROVE:

_____
ITS PRESIDENT

ATTEST:

_____
CLERK

POPLAR GROVE LIONS CHARITIES INC. a/k/a POPLAR GROVE LIONS CLUB:

BY: _____
ITS: _____

PARK RULES AND REGULATIONS:

It shall be unlawful to: (Ord. 372, 1981)

A) Have pets on the grounds of Lions Park and unleashed pets on any of the other parks, which the village may have jurisdiction over. (Ord. 561, 3-11-2002)

(1) This section shall not apply to any service animal which is being used to assist a blind, deaf; or mobility-impaired person, provided that the service animal has adequate identification that it is a service animal.

B) Horseback ride.

C) Build fires in any area other than designated.

D) Camp.

E) Operate motorized vehicles on any of the park property other than on the roadway.

F) Harm, remove or disturb any building equipment, sign, marker, or structure.

G) Cause excessive noise as to disturb others.

H) Possess any of the following items on park property: glass containers (other than what is necessary to provide immediate medical treatment), firearms, air guns, blow guns, bows and arrows, crossbows, spears, or fixed/locking knives over 3" in length.

I) Throw, cast, lay or place any rubbish, paper, garbage or refuse matter of any kind in or upon Lions Park other than in refuse containers.

J) Damage, cut, break or in any way injure or deface any tree, shrub, plant, flower, or turf in the park premises.

K) Be present in the park from ten o'clock (10:00) P.M. to six o'clock (6:00) A.M.

L) Sell or distribute alcoholic beverages without permission from the village board of trustees and upon supplying proper dramshop coverage. (Ord. 372, 1981)

M) Utilize the park for any organized activity, for-profit pursuit, event, or gathering without a reservation, completed rental agreement, and deposit as defined by the fee structure and/or village ordinance.

PENALTIES

Eviction. Any person or organization violating any of the provisions of this chapter may be forthwith evicted from Lions Park.

Penalty. Any person or organization violating any of the provisions of this chapter shall, upon conviction, pay a fine of not less than $50.00 nor more than the maximum allowed by law.

FEE & DEPOSIT SCHEDULE

Pavilion Rental

Hours	Deposit	Refundable after inspection
Per Hour	$40	$20
4 Hour Block	$80	$40
Daily Block	$150	$75

Basketball Court Rental

Hours	Deposit	Refundable after inspection
Per Hour	$20	$10
4 Hour Block	$40	$20
Daily Block	$100	$50

Grass Area Use

People in Attendance	Deposit	Refundable after inspection
0 – 25	$20	$10
25 – 50	$40	$20
50 – 100	$50	$25
100 – 200	$100	$75
200+	Contact us	Contact us

Baseball/Softball Diamond Rental

Practice - No Prep (Per Hour) Not available weekdays May 1st – July 31st	$10
Practice - No Prep (Daily)	$100
Practice – Spring/Summer (90 minutes) Effective weekdays May 1st – July 31st	$15
Game/Scrimmage – No Prep (2-hour block)	$25
Game – Field Prep Includes infield drag, 1st/3rd base lines, and base/mound adjustments.	$50
Field Prep (additional) Includes infield drag, 1st/3rd base lines, and base/mound adjustments.	$25

Refundable Restroom Key Deposit: $20

POPLAR GROVE LIONS PARK RENTAL AGREEMENT

This agreement is entered into this _____ day of _____, 20____ by and between The Poplar Grove Lions Club and _____. Permission to use the park amenities, located in Poplar Grove Lions Park is granted subject to acceptance of the following conditions:

Pavilion

1. Fires are permitted in grills and barbecue pits only.
2. Tables must be replaced under Pavilion if moved or removed.
3. No staples, tacks, or nails to anchor tablecloths to tables.
4. Non-marking tape ONLY is allowed and must be removed after rental.
5. Non-compliance shall result in the forfeiture of your deposit.
6. The pavilion cannot be reserved for use while games on Diamond 1 are being played or when the concession stand is operating.
7. Pavilion rental does not include reservation of any surrounding area.
8. Poplar Grove Lions Park cannot be closed exclusively for any pavilion rental.

Baseball/Softball Diamonds

Scheduling

1. Practice Reservations:
    a. All practice times will be scheduled through the Poplar Grove Lions Club.
    b. North Boone Youth Baseball and North Boone Fastpitch Softball will be given priority scheduling for practice times.
2. Games/Tournaments:
    a. All games, scrimmages, and tournaments will be scheduled through the Poplar Grove Lions Club. North Boone Youth Baseball and North Boone Youth Fastpitch regular season games and tournaments will receive priority diamond time.
    b. Scheduling requests submitted for an upcoming season prior to March 1st will be given tentative approval, contingent upon no interference with the North Boone Youth Baseball and North Boone Youth Fastpitch schedule.
    c. All games must be completed by 9:00 PM, or when daylight conditions render play unsafe.
3. Diamond 1 cannot be reserved if the pavilion is also reserved by a different group.

Fees

1. All teams/organizations will pay the diamond rental for use of the facility according to the fee schedule.
2. Damage/reservation deposits must be paid to secure the reservation as defined in the fee schedule.
3. Fees and deposits must be made 2 weeks in advance of any reservation.
4. Reservations will not be accepted without the deposit payment.
5. All checks should be made payable to the Poplar Grove Lions Club.

Diamond Maintenance

1. The Poplar Grove Lions Club will perform pre-game maintenance only during normal working hours. Any work performed outside normal working hours will be billed accordingly at time and one half.
2. All preparation of the field will be done by the Poplar Grove Lions Club or its delegates only.
3. The cost of the field preparation must be paid prior the scheduled event.
4. If user requests use of turface or diamond dry there will be an extra charge for materials used.
5. The user is responsible for clean-up of all litter in the ball field area. (Including under, on, and around bleachers and dugouts) Any cleanup done by the Poplar Grove Lions Club will be charged to the user with a one-hour minimum charge.
6. The field is NOT to be tampered with in any way. That means do not add or remove top dressing. Stay off the field when grounds are wet!

Diamond Use

1. The Poplar Grove Lions Club holds the right to stop activities in the event such activities are detrimental to the overall use of the park. Failure of Lessee to observe any of these terms and conditions is cause for ejection from the premises at the discretion of the Poplar Grove Lions Club (or its delegates) and in such case no refund will be made and fines may be charged.
2. Written authorization from the Poplar Grove Lions Club and must be obtained before anything may be moved or removed from the diamond or grounds.
3. Decisions regarding the playability of the ball diamonds will be made by the Poplar Grove Lions Club only or its delegates.
4. Warm-up drills involving batting or pitching balls into the fence are strictly prohibited. Only one team can be on the field when batting or fielding practice is being taken.
5. The swinging of bats is NOT allowed outside the playing field.
6. No one shall be on the field unless the coach is present.
7. Players are NOT to climb or hang on fences.
8. Players are NOT to warm up on the infield if prepared for a game.
9. User groups should leave the field and suspend ALL outdoor activities if lightning is observed or thunder is audible. Everyone should immediately seek shelter in a building or automobile and remain in shelter until twenty (20) minutes following the last sign of thunder or lightning.

Grass Areas

1. No painting of the field is permitted without approval. Any special markings to fields may increase rental fees. Including field size changes and additional field layouts or setup.
2. User groups should leave the field and suspend ALL outdoor activities if lightning is observed or thunder is audible. Everyone should immediately seek shelter in a building or automobile and remain in shelter until twenty (20) minutes following the last sign of thunder or lightning.
3. Frost Delays, No groups are allowed on fields of play until frost is melted.

Admissions

1. Admission fees may NOT be charged unless authorized by the Poplar Grove Lions Club.
2. Charging for parking is prohibited.

Concessions

1. The Poplar Grove Lions Club or the contracted concessionaire will have exclusive rights for all concessions at all fields.
2. Upon approval through the Poplar Grove Lions Club, the renter may be granted permission to sell merchandise such as t-shirts, banners, balls, etc.

Insurance

1. The Poplar Grove Lions Club requires all user groups to provide a certificate of liability insurance.
2. Provide General Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) 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, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.
3. The Poplar Grove Lions Club and Village of Poplar Grove must be named as an additional insured using ISO additional insured endorsement CG2026 or a substitute. The insurance policy shall not be suspended, voided, canceled, reduced in coverage, or in limit except after thirty days prior written notice has been given by certified mail and a return receipt requested. Insurance forms must be submitted to the Poplar Grove Lions Club prior to use of the fields.

Cancellation Policy

1. All or any part of a reservation cancelled 7 or more days prior to the event shall be entitled to a refund of all fees and deposits for the cancelled reservation.
2. All or any part of a reservation cancelled less than 7 days but more than 72 hours prior shall be entitled to a refund of one-half the diamond rental fees for the cancelled reservation. The damage/reservation deposit will be forfeited for cancellations within 1 week of the event.
3. All or any part of a reservation cancelled less than 72 hours shall not be entitled to any refund of fees or deposits.
4. All cancellations must be made during normal business hours (9:00 AM – 4:30 PM).

PLEASE READ CAREFULLY: I understand that . . .

- Any person(s) renting the facility must be 21 years of age or older
- I am responsible for the supervision of my group; I am responsible for any damage incurred to the property. I am responsible for the cleaning of the designated area. I am also responsible for making sure the designated area is restored to the state in which it was rented.
- I will ensure that no motorized vehicles are driven and/or parked outside designated areas. Violators may be ticketed or towed at the owner's expense.
- Consumption of alcoholic beverages is prohibited within the facilities. Persons observed consuming alcohol within the facility will be asked to leave and are subject to fine or arrest.
- Payment to the Poplar Grove Lions Club must be made in full before the designated area can be used.
- My group will abide by all park rules and regulations.

The undersigned certifies that they have the authority to sign on behalf of the group or organization or other persons who will be using the facility for which this permit is granted. The undersigned shall not hold the Poplar Grove Lions Club, agents, or representatives responsible for any injury, loss, or damage that may occur. The Lessee, on signing this contract, expressly releases the aforementioned from any and all claims, loss, damage or injury. The undersigned assumes full responsibility for the supervision of his/her group and the safety of other participants who will be in Lions Park and will hold harmless the Poplar Grove Lions Club and any agent of any liability or responsibility, and further agrees to indemnify them and hold them harmless from any losses, including court costs and/or attorney fees. That this waiver and release is granted in exchange for the permitted of use of designated park areas, its owners, agents, servants, and/or employees for any damages, injuries, or any other cause of action.

Name (printed) _____

Name (Signed) _____ Date:_____

POPLAR GROVE LIONS PARK AMENITIES RENTAL

Name: _____ Organization: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Cell Phone #: _____ SMS Messages Allowed (Circle one) Yes / No

ITEM	DATE	TIME	Number of Persons (if applicable)	FEE
		to		$
		to		$
		to		$
		to		$
			Other fees	$
			Deposit amount	$
			TOTAL FEE	$

Issued by: _____ Date _____

The undersigned acknowledges the receipt of the Rental Agreement and agrees that all activities undertaken as permit agreement holder and by all others in my party will be in accordance with the above agreement.

_____ _____

Printed Name Email

_____ _____

Signature Date

FEE & DEPOSIT SCHEDULE

Pavilion Rental

Hours	Deposit	Refundable after inspection
Per Hour	$40	$20
4 Hour Block	$80	$40
Daily Block	$150	$75

Basketball Court Rental

Hours	Deposit	Refundable after inspection
Per Hour	$20	$10
4 Hour Block	$40	$20
Daily Block	$100	$50

Grass Area Use

People in Attendance	Deposit	Refundable after inspection
0 – 25	$20	$10
25 – 50	$40	$20
50 – 100	$50	$25
100 – 200	$100	$75
200+	Contact us	Contact us

Baseball/Softball Diamond Rental

Practice - No Prep (Per Hour) Not available weekdays May 1st – July 31st	$10
Practice - No Prep (Daily)	$100
Practice – Spring/Summer (90 min) Effective weekdays May 1st – July 31st	$15
Game/Scrimmage – No Prep (2-hour block)	$25
Game – Field Prep Includes infield drag, 1st/3rd base lines, and base/mound adjustments.	$50
Field Prep Includes infield drag, 1st/3rd base lines, and base/mound adjustments.	$25

Fully Refundable Restroom Key Deposit: $20