

AGREEMENT

THIS AGREEMENT (the “Agreement”) entered into this ____ day of _____, 2026, by and between the Village of Poplar Grove, an Illinois municipal corporation (“Poplar Grove”), and Northern Illinois Football Conference, a/k/a North Boone Jr. Tackle, an Illinois not-for-profit corporation (“NIFC”).

WHEREAS, Poplar Grove owns and operates Lions Park, commonly known as 229 Summitt Street, Poplar Grove, Illinois 61065 (PIN #03-24-226-047) (“Premises”); and

WHEREAS, Poplar Grove operates the Premises for the benefit of the community at large and allows parts of the Premises to be reserved for specific uses; and

WHEREAS, NIFC desires to reserve the fields on the Premises for team practices; and

WHEREAS, Poplar Grove and NIFC have reached a mutual agreement regarding the reservation and use of the Premises fields and desire to memorialize the terms of that agreement in writing.

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. Relationship of the Parties

The parties agree that the NIFC is reserving space for team practices to take place on the fields located on the Premises. NIFC will not in any way alter the Premises and will act in accordance with the proposed usage of the Premises.

2. Term

The initial term of the agreement shall expire effective October 15, 2026.

3. Ownership Defined

Poplar Grove is the titled owner of the Premises, the 14.52 acre parcel that is the subject of this Agreement. Poplar Grove owns the existing structures on the Premises. Poplar Grove must authorize the building or placement of any additional structure on the Premises and must authorize the destruction or substantial change made to any structure.

4. Scheduling

NIFC will have permitted use of the fields on the Premises on the following dates and at the following times:

July 27, 2026- August 14, 2026: Five (5) days a week (Monday-Friday) 5:30 p.m. - 7:30p.m.

August 17, 2026 – October 15, 2026 Three (3) days a week (Tuesday – Thursday) 5:30 p.m. – 7:30 p.m.

5. Fees

NIFC shall charge a fee in the amount of Ten and 00/100 Dollars (\$10.00) per registered player for use of the park property. Said fees shall be remitted to the Village on or before October 15, 2026.

6. 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.

7. Permitted Uses

NIFC is permitted to use the fields on the Premises for tackle football practices in accordance with Paragraph 4 – Scheduling.

8. Restricted Activities

- (a) **Dangerous Materials.** NIFC 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.
- (b) **Alteration.** NIFC shall not alter existing structures or spaces on the Premises. This includes affixing items to structures without the approval of the Village Board of the Village of Poplar Grove.

9. Insurance

NIFC shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000.00). In addition, NIFC shall maintain automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000.00). NIFC shall provide Poplar Grove with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Agreement and shall name the Premises as an additional insured on the policy. NIFC agrees to refrain from taking any action that would jeopardize Poplar Grove's ability to insure the Premises.

10. Termination

This Agreement may be terminated before its expiration 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 5.

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

11. 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. 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. 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. 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. 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:	Village President Village of Poplar Grove 200 N. Hill Street Poplar Grove, IL 61065
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Notice to NIFC shall be sent to:	Northern Illinois Football Conference c/o Sara Stephenson Peska 109 W. Main St. Freeport, IL 61032
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16. 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. 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. 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.

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 NIFC, hereby waive their respective rights to a change of venue.

20. 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.

21. 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.

22. 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 _____, 2026, 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

**NORTHERN ILLINOIS FOOTBALL
CONFERENCE**

a/k/a NORTH BOONE JR. TACKLE:

BY: _____
ITS: _____