

VILLAGE OF ROSCOE, ILLINOIS

License and Indemnification Agreement for Activities Performed on Village Property (This is a legal document that affects your legal rights.)

LIMITED LICENSE: The Village of Roscoe (“Village”) grants KEEP NORTHERN ILLINOIS BEAUTIFUL, INC. (“Licensee” or “KNIB”), its employees, and sub-contractors, the limited license to:

Stage an event known as the “Mud Volleyball Tournament” (“Event”) on August 3, 2024, located at the park owned by the Village of Roscoe, and known as Riverside Park, Roscoe, IL (“Park” or “Premises”).

TERM OF LICENSE: This license shall only be valid for such activities performed on the Premises relating to and in support of said Event. KNIB acknowledges that the Premises are open for public use at all times, except during those Events specifically set forth in this License Agreement, and that public use shall only be limited during the Event in those locations within the Premises specifically being used for Event operations, as set forth herein.

This license shall expire at 12:01 am on August 4, 2024.

SCOPE OF VILLAGE INVOLVEMENT: The Licensee acknowledges and agrees that this document does not constitute a contract for services between the Village and Licensee, and that the Village grants Licensee solely a license to be on and use the Premises for said Event.

Licensee acknowledges that the granting of this License does not create a partnership or other joint venture between Licensee and Village, and that all debts and obligations created by Licensee as part of said event are the sole responsibility of Licensee.

The Licensee further acknowledges that the neither the Village or its elected officials have entered into any agreement, written or oral, with the Licensee for work performed or to be performed on the Premises, including any work or supporting activities for the Event and that the Licensee will not hold the Village responsible or liable for any costs associated with such work or work contracted for by third parties. ANY AGREEMENT FOR SERVICES WITH THE VILLAGE OF ROSCOE MUST BE IN WRITING AND AUTHORIZED BY VILLAGE RESOLUTION.

Licensee shall be responsible for the hiring of its staff and shall be solely responsible for the paying of all salaries and taxes related thereto of its staff. In no way shall the staff or employees of Licensee be considered employees or staff of the Village. Licensee shall be responsible for maintaining all required insurance, and paying all applicable wages, and taxes to its employees.

PERMITS AND LICENSES: KNIB shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the operation of and the sale of any products (food, beverages, and alcoholic beverages) at Riverside Park. Appropriate and necessary permits and certificates for food service from the Winnebago County Health Department shall be obtained, presented to and be on file with the Village, and exhibited as required prior to serving customers.

Alcohol Service: Sale or Service of Alcohol shall be permitted only by the holder of a Village of Roscoe Class “T” - Temporary liquor license. Alcohol Sales or Service shall be limited to beer, wine, and mixed drinks of distilled spirits. Single spirit, distilled spirit only drinks, and shots shall not be permitted. KNIB and the holder of the Class “T” liquor license shall be responsible for compliance with all Federal, State and Local regulations concerning the service of alcoholic beverages. Service of Alcohol may take place from 7:00am – 7:00pm on the day of the Event.

CONDITION OF PREMISES:

- 1) Waste Receptacles:
 - a. KNIB shall provide for a minimum of 4 dumpsters to be brought to the site, and shall be responsible for all associated costs with their installation and removal.
 - b. The Village has a limited number trash cans and smaller receptacles which may be used for Event refuse. Any relocation of the Villages dumpster must be coordinated with the Village’s Public Works Department.
- 2) Trash Removal: Licensee shall assume all costs for trash removal service for Riverside Park in their entirety during the term and scope of this License. It shall be Licensee’s responsibility to empty trash receptacles at the end of each operating day as necessary into dumpsters placed at the site. Licensee shall also be responsible for removal of all trash and litter on the premises during and following said Event. Should Licensee fail to pick up such trash and litter, the Village reserves the right to do so at Licensee’s expense, and Licensee shall be responsible for reimbursing the Village for all costs incurred by the Village.
- 3) Removal of Equipment: Upon expiration or termination of this License or any extension thereof, Licensee shall remove all of its equipment and supplies from the premises. Licensee agrees to remove its equipment and supplies during normal business hours of the Village and shall repair any damage caused by such removal, leaving the premises in substantially the same condition as existed prior to this License and the Event, ordinary wear and tear excepted.
- 4) Portable Toilet Facilities: Licensee shall be responsible for providing for adequate portable toilet facilities for use by Event participants.

Participants shall not be permitted to use Village owned restroom facilities located within the Park. The rental, maintenance, and operation of portable toilet facilities shall be at the sole expense of the Licensee.

EVENT OPERATION:

Licensee shall be permitted to operate the Event, and conduct supporting activities, pursuant to this License, as follows:

- 1) Supporting and pre-Event set-up activities shall be permitted Monday July 29, 2024 through Sunday August 4, 2024.
 - a. July 29, 2024 through July 31, 2024: KNIB shall be permitted to use the Park during regular park hours, however, the park shall be fully open and accessible to the general Public.
 - b. August 1, 2024 and August 2, 2024: KNIB shall be permitted to use the Park during regular park hours, including the use of motor vehicles. Park use by the General Public will be restricted to non-vehicular use only.
- 2) KNIB shall have exclusive use of the Premises on August 3, 2024 from 5am until 11:00pm for the Event and its supporting activities.
 - a. Event activities shall be permitted to take place on August 3, 2024 from 5am to 8:00pm.
 - b. Alcohol may be served on August 3, 2024 from 7:00am to 7:00pm.
- 3) Safety:
 - a. KNIB shall provide enough properly trained and adequate traffic control and security within the Park to run a safe Tournament and shall hold the Village harmless as to every aspect of liability or cost.
 - b. KNIB shall be responsible for the control and management of event parking within the Park. Licensee shall not be permitted to control traffic outside of the boundaries of the Park, and shall cooperate with all directives of the Village of Roscoe Police Department.
 - c. KNIB shall contract for a private security firm to provide 10 officers for event security and safety. KNIB shall be responsible for securing any equipment placed into the park prior to and during the Event. Should KNIB equipment or personal property remain in the park after Park Closing Hours, KNIB shall be responsible to provide for security personnel to ensure its safety and security. The Village will not be responsible for any loss or damage to KNIB equipment or property.
 - d. Restricted Locations: KNIB will be restricted to using the designated area of the park that is approved by the Village Board. The designated football

fields located in the Park as well as all other area outside of the approved event shall be restricted and off limits to KNIB and Event Participants. Only the parking of vehicles is allowed outside of the restricted area. It shall be the responsibility of KNIB to ensure that this area remains separated and protected from Event Activities. KNIB shall coordinate with the Village Public Works Department to establish a boundary fence around the Football Fields. During Event Activities, it shall be the responsibility of KNIB to ensure that the boundary fencing remains in location, and that it is not crossed or otherwise breached by Event Participants. KNIB shall be responsible for any costs associated with any repairs of restricted areas, around and including the Football Fields.

- 4) Event Site Plan. Licensee shall conduct Event Operations pursuant in such locations as identified in the Event Site Plan attached hereto, and incorporated herein by reference.

COMPENSATION FOR VILLAGE STAFFING. The Village may require Village personnel including Police and/or Public Works personnel, at the Event. All Village personnel involved in advance of, during and after, the day(s) of the event may be charged back to KNIB at their applicable hourly rates. The Village, at its sole discretion, shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to its residents, ensure the success of the event, and reduce the public liability exposure to the Village. The bill will be transmitted to the KNIB within thirty (30) days after the completion of the event.

Police Department

In addition to any additional staffing that may be determined necessary, the Village has determined that, at a minimum, KNIB shall be required to reimburse the Village for the cost of six officers during the pendency of the Event on August 3, 2024. Officers will be compensated at 1.5 times their hourly rate.

INSURANCE. The Licensee shall also carry, in its name, a comprehensive general liability insurance policy with combined policy limit of not less than \$1,000,000.00 per person and per occurrence with a minimum aggregate amount of coverage not less than \$3,000,000.00, and a comprehensive automobile liability policy covering its operations, with combined policy limits of not less than \$1,000,000.00 per person and occurrence with a minimum aggregate amount of coverage not less than \$3,000,000.00. All required coverages shall be from a company authorized to do business in Illinois and with at least an "A XII" rating from A.M. Best Company and shall name the Village as an additional insured on a primary & non-contributory basis and shall be reasonably calculated protect the Licensee and the Village from any liability, loss, damage or claims of such liability, loss or damage resulting, or claimed to have resulted form the operations of the Licensee pursuant to this Agreement. Certificates of insurance shall be furnished to the Village by the Licensee prior to the start of event operations.

INDEMNIFICATION AND HOLD HARMLESS

Licensee(s) shall jointly and severally indemnify and hold the Village harmless for any and all costs, liabilities, losses, including attorney's fees and expenses, resulting from or arising

out of, the negligent, or willful misconduct, of the Licensee, its employees, subcontractors or agents, or invitees or licensees including but not limited to the Licensee's negligent or intentional acts or omissions, during activities performed upon Village property or the Premises.

The Licensee shall defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Licensee or its affiliates, officers, employees, agents, contractors or subcontractors in the staging of the Event, including but not limited to the Licensee's, or its event participant's negligent or intentional acts or omissions, during activities performed upon Village property or the Premises, whether such acts or omissions are authorized, allowed or prohibited by this License, Ordinance or other Local, State or Federal law.

These obligations shall not be construed as having the effect of waiving any immunity from civil liability that the Village may enjoy under the Illinois Local Government and Government Officials Tort Immunity Act, or similar legislation as now exists or may be amended in the future. Specifically, the Village shall not be required by this provision to indemnify Licensee for any claims, demands, or liabilities as to which the Village would enjoy local governmental immunity had it acted alone rather than in concert with Licensee.

MISCELLANEOUS:

Debts and Obligation of KNIB. It is agreed that nothing contained in this License shall be deemed or construed as creating a partnership or joint venture between the Village and KNIB, or between the Village and any other party, or cause the Village to be responsible in any way for the debts and obligations of KNIB or any other party.

Venue and Choice of Law: This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Winnebago, State of Illinois.

Attorney's Fees. In any action to construe or enforce the terms and conditions of this Agreement, the prevailing party (as determined by a court of competent jurisdiction, if necessary) in such action and in any appeal taken therefrom, shall be entitled to recover its reasonable attorney's fees and costs.

Non-Assignable. This Agreement is not transferable and is not assignable.

Applicable Laws: Licensee shall observe all laws, ordinances and regulations applicable to their operation of Event hereunder and shall promptly pay, when due, all sales, employment and other taxes properly levied upon it or its operation.

ACCEPTANCE:

IN WITNESS WHEREOF, Authorized representatives of Licensee and Village have read the foregoing and agree and accept such terms effective as of the 12 day of April 2024.

Licensee(s):

KEEP NORTHERN ILLINOIS BEAUTIFUL, INC.

Signature: Pamela Osborne

Print Name: Pamela Osborne

Its: Executive Director Date: 4/12/24

Attest:

Signature: Gregory D. Rathman

Print Name: Gregory D. Rathman

Its: Facility Operations Date: 4-12-24

The Village of Roscoe

Signature: _____ Date _____

Print Name: Carol Gustafson

Title: Village President, Village of Roscoe, Illinois

Attest:

Signature: Pamela Osborne Date 4/12/24

Print Name: