

VILLAGE OF ROSCOE, ILLINOIS

License and Indemnification Agreement for Activities Performed on Village Property

(This is a legal document that affects your legal rights.)

- A. LIMITED LICENSE:** The Village of Roscoe (“Village”) grants STATELINE CHAMBER OF COMMERCE (“Licensee” or “Stateline Chamber”), its agents, employees, and sub-contractors, the limited license to:

Stage an event known as the “Stateline Chamber of Commerce Pour in the Park” (“Event”) on May 4, 2024, located at the park owned by the Village of Roscoe, and known as Riverside Park, Roscoe, IL located off River Road, Roscoe, IL 61073 (“Park” or “Premises”). Unless otherwise specified, the Event shall take place within the boundaries of the sketch drawing that was submitted as part of the application. Estimated attendance at the event is: 250 participants.

- B. TERM OF LICENSE:** This license shall only be valid for such activities performed on the Premises relating to and in support of said Event. Licensee acknowledges that the Premises are generally open to the public, except during the Event Hours of Operation specifically set forth in this License Agreement, and that public use shall be limited only 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 May 5, 2024.

C. EVENT OPERATIONS:

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

1) Hours of Operation:

- a. Licensee shall have exclusive use of the Premises on Saturday May, 4, 2024.
- b. Supporting, pre-Event set-up activities, and post-Event tear-down activities, which are not open to the public, shall be permitted at the Event Site from Friday, May 3, 2024 through Sunday May 5, 2024 from 7:00am – 10:00 pm each day.
- c. The Event shall be permitted to operate and the Event Site shall be open to the public during the following hours:

- i. Saturday, May 4, 2024 from 11:00 am – 4:00 pm

2) Security:

- a. Licensee shall be responsible for securing any equipment placed into the park prior to and during the Event. Should Licensee equipment or personal property remain in the park after Park Closing Hours, Licensee 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 Licensee equipment or property.
 - b. Licensee shall be responsible for the control and management of event parking and vehicular movements 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.
- 3) Event Site Plan. Licensee shall conduct Event Operations pursuant to this agreement only in such locations as identified in the Event Site Plan attached hereto, and incorporated herein by reference.
- 4) Alcohol Sales and Service:
- a. Service of Alcohol may take place on May 4, 2024, from 11:00 am – 4:00 pm.
 - b. Sale or Service of Alcohol shall be permitted only under the supervision and control of the Licensee’s designated liquor license holder pursuant to the terms of a validly issued Class “T” - Temporary liquor license.
 - c. Louies Tap House (Designated Liquor License Holder”) has been selected by the licensee as the designated liquor license holder for this event, and has been issued a Class “T” - Temporary liquor license by the Village of Roscoe.
 - d. Alcohol Sales or Service shall be limited to the following types of alcoholic beverages: Beer, ale, porter, stout, and other similar fermented beverages (including saké and similar products) of any name or description containing one-half of one percent or more of alcohol by volume, brewed or produced from malt, wholly or in part, or from any substitute for malt.” In addition to those beverages that are traditionally considered “beers”, this shall also include the service and consumption products made from fermented sugar or from malted barley - which includes most hard seltzers.
 - e. The Class “T” license issued by the Village for this event does not include the sale or service of any beverages with a base made from distilled alcohol (including some types of “spiked” beverages, including certain versions of “Alcachino” brand spiked coffee), nor does it authorize the service or consumption of wines at the event.

- f. The maximum serving size of any alcoholic beverage served at the Event shall be three ounces (3oz). Parties acknowledge that alcoholic beverages will be served to attendees by event volunteers in 5 oz. sample glasses. Pourers shall be instructed to pour samples not to exceed approximately one-half of the 5oz sample glass, targeting between 2oz and 3oz per sample. Provided that the volunteer pourers make a good faith effort in their filling of approximately one-half of the 5oz sample glasses, the Village will not consider minor variances in the actual measured amount of the alcoholic beverages in any individual glass to be a violation of the Designated Liquor License Holder's Village of Roscoe liquor license.
- g. The maximum number of servings per event participant during the pendency of the event shall not exceed twenty-five (25) three-ounce servings.
- h. Stateline Chamber and the Designated Liquor License Holder shall be jointly and severally responsible for compliance with all Federal, State and Local regulations concerning the service of alcoholic beverages.
- i. Sale, Service, or Consumption of alcoholic beverages shall not be permitted during the event, and shall cease to be authorized, without the presence of the following staff members of the Designated Liquor License Holder ("Alcohol Monitors"):
 - i. One staff member of the who is present at the entry gate, and is responsible for checking identification and verifying the age of the participants.
 - ii. One staff member that is present in the "beer tent" area, and is monitoring the pouring of alcohol by event volunteers for service to event patrons. Both staff members shall be BASSET trained, and are expected to ensure the responsible service of alcohol at the event, including identifying signs of intoxication and how and how to utilize various intervention techniques to prevent over service of alcohol.
 - iii. Alcohol Monitors shall be responsible for overseeing all service of alcoholic beverages, and Stateline Chamber shall ensure that all of its volunteers follow the instructions of the Alcohol Monitors as it relates to the sale service and consumption of alcoholic beverages.
- j. Stateline Chamber shall be responsible for the sale and distribution of event tickets used to monitor the consumption of alcoholic beverages. Stateline Chamber, in conjunction with the Designated Liquor License Holder shall be authorized to sell alcoholic beverages through the use of a prepaid ticket system as follows:

- i. The purchase of an entry ticket for an amount not less than \$50.00 shall entitle the attendee to a maximum of fifteen (15) three-ounce (3 oz) beverages during the Event.
 - ii. Event participants shall be permitted to purchase up to ten additional three-ounce (3 oz) beverages in blocks of five beverages per purchase for an amount not less than \$20.00 per purchase. However, at no time shall event participants be permitted to consume more than twenty-five (25) three-ounce servings.
 - iii. There shall be no direct purchase of alcoholic beverages by participants (cash or otherwise) during the Event, except through the established pre-purchase ticket system.
 - iv. There shall be no sale or consumption of alcohol permitted outside of the Event Site.
- k. Food Sales. The Licensee shall be permitted to host up to four food trucks within the Event Site. Licensee shall be responsible for all permits and licenses required for their operations (see Section D below). Access to food trucks located within the Event Site shall be permitted only for event participants.

D. PERMITS AND LICENSES: Licensee 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 Leland Park. Appropriate and necessary permits and certificates for food service shall be obtained from the Winnebago County Health Department, and presented to and be on file with the Village, and exhibited as required prior to serving customers.

E. CONDITION OF PREMISES:

1) Waste Receptacles & Trash Removal:

- a. The Village will provide for dumpsters to be located at the Park, which may be used for Event refuse, and will be disposed of at the Village's expense. Locations of the dumpsters will be coordinated with the Village's Public Works Department.
- 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.
- c. 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.

2) Removal of Equipment:

- a. Upon expiration or termination of this License or any extension thereof, Licensee shall remove all of its equipment and supplies from the premises.
- b. 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.

3) Portable Toilet Facilities:

- a. Participants shall be permitted to use the Village owned restroom facilities located within the Park.
- b. Licensee shall be responsible for providing for adequate portable toilet facilities for use by Event participants and shall ensure that not less than 4 additional portable toilet facilities are present at the Facility during the course of the event.
- c. The rental, maintenance, and operation of portable toilet facilities shall be at the sole expense of the Licensee.

4) Underground Utility Protection.

- a. Prior to the installation of any temporary structure or equipment that requires the use of an in-ground anchor, Licensee shall coordinate a JULIE locate for any public utility underground facilities, and shall contract at Licensee's expense with a private locator provider to locate any private underground lines or facilities. At Licensee's request, the Village of Roscoe Public Works Department may assist with the coordination and contracting of these services, however, all costs or expenses related thereto shall be the responsibility of the Licensee.
- b. Licensee shall be responsible for any damage to private or public underground facilities caused by, or resulting from, its use of the Park as contemplated by this agreement.

F. COMPENSATION FOR VILLAGE STAFFING.

- 1) 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 Licensee 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. An invoice for services will be transmitted to the Licensee within thirty (30) days after the completion of the event, and shall be payable to the Village of Roscoe no later than 30 days thereafter.

G. SCOPE OF VILLAGE INVOLVEMENT:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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 OR SERVICES TO BE PERFORMED BY THE VILLAGE OF ROSCOE THAT ARE NOT SPECIFICALLY IDENTIFIED IN THIS AGREEMENT MUST BE IN WRITING AND AUTHORIZED BY VOTE OF VILLAGE THE VILLAGE OF ROSCOE BOARD OF TRUSTEES.

H. INSURANCE. The Licensee shall carry, in its name:

- 1) 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

- 2) 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.
- 3) 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
- 4) 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 from the operations of the Licensee pursuant to this Agreement.
- 5) Certificates of insurance shall be furnished to the Village by the Licensee prior to the start of event operations.

6) INDEMNIFICATION AND HOLD HARMLESS

- a. 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.
- b. 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.
- c. 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.

7) MISCELLANEOUS:

- a. Debts and Obligation of Licensee.** 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 LICENSEE, or between the Village and any other party, or cause the Village to be responsible in any way for the debts and obligations of LICENSEE or any other party.
- b. 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.
- c. 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.
- d. Non-Assignable.** This Agreement is not transferable and is not assignable.
- e. 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.

[SIGNATURE PAGE TO FOLLOW]

ACCEPTANCE:

IN WITNESS WHEREOF, Authorized representatives of Licensee and Village have read the foregoing and agree and accept such terms effective as of the ____ day of _____, 2023.

LICENSEE(S):

STATELINE CHAMBER OF COMMERCE

Signature: _____

Print Name: _____

Its: _____ Date: _____

Attest:

Signature: _____

Print Name: _____

Its: _____ Date: _____

GRANTOR:

The Village of Roscoe, Illinois

Signature: _____ Date _____

Print Name: Carol Gustafson

Title: Village President, Village of Roscoe, Illinois

Attest:

Signature: _____ Date _____

Print Name: