

PARK USE AGREEMENT
LELAND PARK & PORTER PARK
Stateline Baseball, Inc.
January 1, 2018 – December 31, 2020

LIMITED LICENSE GRANTED: For the duration of this agreement, the Village of Roscoe (“Village”) grants the Stateline Baseball, Inc. having its main office at 330 E. Main #600, Rockton, Illinois, Winnebago County, Illinois, an Illinois not-for-profit corporation (hereinafter “Licensee”), the limited license to:

- 1) Operation of youth baseball practices and games as part of Stateline Baseball, Inc. (“Events”) on those Village Parks and Facilities as set forth in the body of this Agreement (“Premises”) at the times and locations as set forth in the attached Exhibit “A”.
- 2) Operate concession services at the times and locations of Events as set forth in the attached Exhibit “A”.
- 3) Use of the Premises at such reasonable times needed by Licensee to maintain the baseball diamonds and fields for play and cleaning of the Premises after play.
- 4) Licensee shall not be permitted to operate or host any for-profit, or adult tournaments outside of those regularly scheduled tournaments hosted for Licensee’s registered and sponsored teams including, but not limited to the Greg Lindmark Foundation Coaches Clincher Softball Games, Mid-Season & Championship tournaments, and the Stateline Thunder RyCOM Classic Tournament.

ARTICLE I
TERM OF AGREEMENT

- A. Term. The initial term of this Agreement shall commence on January 1, 2018 (the “Date of Commencement”) and shall expire after a period of three (3) years, through and including December 31, 2020 (“Date of Expiration”), unless this Agreement is extended or earlier terminated as provided herein.
- B. Extension. At least 90 days prior to the first anniversary date of the agreement (October 2, 2018), and annually thereafter (no later than October 2 of any given year) and with not more than one request per year, the Licensee may submit to the Village a written request for extension of the Agreement. The Village shall review said request, and at its sole discretion, may agree extend, or may deny to extend the term of the agreement as follows:
 1. Should the Village agree to extend the term, or should the Village fail to respond to such request by the Anniversary Date of the agreement, a new full three-year term shall commence upon said anniversary date, thereby establishing the new Date of Expiration at three (3) years from the current Anniversary Date.

2. Should the Village deny a request for extension prior to the initial Date of Expiration or any successive Date of Expiration, the Agreement shall be allowed to expire upon the Date of Expiration as set forth above, and neither the Village, nor the Licensee, shall have any further rights or obligations under the terms of this agreement, other than those specifically set forth herein.
3. A request for extension as set forth in this section may be submitted subject to the terms set forth herein, prior to any Anniversary date occurring prior to Date of Expiration (or any successive Date of Expiration), regardless of whether such a request has been previously requested or previously denied in a past year.

ARTICLE II SCOPE OF USE

Scope of Use; License The limited license granted in this agreement shall extend to the Parks and Facilities owned by the Village of Roscoe (“Premises”), as follows:

A. Leland Park:

1. Ball Diamond. The Licensee shall be allowed use of the ball diamonds, dugouts, bleachers, and the immediately adjacent surrounding public areas during those dates and times as set forth in Exhibit “A” of this License, such locations being more specifically illustrated as set forth in Exhibit “B”.
2. Parking. The Licensee shall be allowed shared use of the on-street parking surrounding the park. Parking at this facility is first come first serve, and availability is subject to the public park use.
3. Concessions.
 - a. The Licensee shall be allowed access to, and operation of, the concession related improvements for authorized events, and with such access being exclusive to licensee during those dates and times as set forth in Exhibit “A”.
 - b. 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 and beverages). Appropriate and necessary permits and certificates for food services from the Winnebago County Health Department shall be obtained and exhibited as required prior to serving customers. Licensee shall file copies of said permits with the Village prior to Concession operations.

4. Pavilion. Except for those events specifically identified in this Section, the Licensee's use of the Leland Park facilities does not include, and may not interfere with, the use of the Leland Park Pavilion.

a. *Included Use*.

- i) The Leland Park Pavilion, at no cost or additional charge to Licensee, will be reserved for, and may be used by, Licensee for the enumerated named events specified in this Section.
- ii) Such included use shall be conditioned on the Licensee providing the dates and times of the Named Events (or their successor events) on the annual schedule provided to the Village pursuant to this agreement, no later than March 31 of each year.
- iii) Should Licensee fail to provide the dates of the named events by March 31 of any given year, the Licensee may request the use of the Pavilion in the same manner, and subject to the same conditions and costs as provided for in the "Additional Use" section below.

b. *Named Events*:

- i) Greg Lindmark Foundation Coaches Clincher Softball Games
- ii) Mid-Season & Championship Interleague Tournaments
- iii) Stateline Thunder RyCOM Classic Tournament

c. *Additional Use*. Subject to availability, blackout dates, and prior scheduling, the Licensee may submit requests to rent the Leland Park Pavilion in such manner, and at such cost, as has been established for the public at large. However, under no circumstances shall Licensee's use of the Leland Park Pavilion exceed 10 days in any given calendar year (including those named events included above).

5. Restroom Facilities.

- a. Licensee is authorized to use the public restroom facilities at Leland Park during such times as the facilities are otherwise open to the Public.
- b. Should, at any time, the Village decide to close, or not provide, such restroom facilities for public use (which shall include Licensee's use of the facilities), the Licensee may request for the installation of temporary public restroom facilities by the Village, with any costs associated with the installation and maintenance of such facilities to be at the sole cost of the Licensee.

B. Porter Park:

1. Ball Diamond. The Licensee shall be allowed use of the ball diamonds, dugouts, bleachers, and the immediately adjacent surrounding public areas during those dates and times as set forth in Exhibit “A” of this License, such locations being more specifically illustrated as set forth in Exhibit “C”.
2. Parking. The Licensee shall be allowed shared use of the public parking facilities at the park, as well as shared use of the on-street parking surrounding the park. Parking at the Porter Cabin parking lot is generally first come first served. However, priority of parking lot usage will be given to the those renting Porter Cabin. Should cabin rental conflict with a scheduled Event of the Licensee, the Village may, at its discretion and authority, rope off parking at the Porter Cabin if there is an event that requires parking during a scheduled event of the Licensee.
3. Coexisting Uses. Licensee shall ensure that the use of the ball diamonds at Porter Park shall not interfere with access and parking for other established uses at Porter Park, including but not limited to Frisbee Golf, and the use of Porter Cabin.
4. Concessions.
 - a. The licensee shall have the right to operate a single mobile concession wagon at Porter Park in support of its authorized Events, during those dates and times as set forth in Exhibit “A”.
 - b. 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 and beverages). Appropriate and necessary permits and certificates for food services from the Winnebago County Health Department shall be obtained, maintained, and exhibited as required prior to serving customers. Licensee, each year, shall file copies of said permits with the Village prior to the start of Concession Operations.
5. Porter Park Cabin.
 - a. Licensee’s use of the Porter Park facilities, do not include, and may not interfere with, the use of the Porter Park Cabin.
 - b. Subject to availability, blackout dates, and any prior scheduling, the Licensee may submit requests to rent the Porter Park Cabin in such manner, and at such cost, as has been established for the public at large. However, rental by Licensee of the Porter Park Cabin shall be limited to 10 days in any given calendar year.

6. Restroom Facilities.

a. *Use of Public Facilities.*

- i) Licensee is authorized to use the public restroom facilities at Porter Park during such times as the facilities are otherwise open to the Public.
- ii) Should, at any time, the Village decide to close, or not provide, such restroom facilities for public use (which shall include Licensee's use of the facilities), the Licensee may request for the installation of temporary public restroom facilities by the Village, with any costs associated with the installation and maintenance of such facilities to be at the sole cost of the Licensee.

b. *Use Porter Park Cabin Restrooms Prohibited.*

- i) The restrooms located inside the Porter Park Cabin are for the sole use of the authorized users of the Porter Park Cabin, and are not open to the general public, nor to the Licensee.
- ii) Licensee shall be responsible for ensuring that participants (including spectators & officials) in its authorized activities understand that such use is prohibited, and to ensure such participants refrain from entering, or interfering with the use of, the Porter Park Cabin.

C. **Non-exclusive Use.** This license shall only be valid for such activities performed on the Premises, relating to and in support of said Events. Licensee acknowledges that Premises are open for public use at all times, except during those Events specifically set forth in Exhibit "A", and that public use shall be restricted only during Events in those locations on the Premises specifically being used for Event operations.

D. **Hours of Operation.**

1. Subject to the provisions in this paragraph, the Village Parks are open the Licensee and General Public each day during the following hours: 8:00 am – 10:00 pm
2. All games shall be completed by 9:30 p.m., and the baseball diamond and field lights shall be turned off at that time. Provided, however, if a game is in the middle of an inning at 9:30 p.m., players will be allowed to complete that inning before the diamond and field lights are turned off, but under no circumstances shall a game proceed past 10:00 p.m.
3. No approved Events, or their supporting services, shall begin prior to 8:00 a.m.

4. Licensee shall cease all concession services no later than 9:30 p.m. so as that licensee may finish cleaning the premises and leave the premises no later than the park closing at 10:00 p.m.

E. Use of Village Picnic Tables.

1. The Village provides picnic tables in its parks for use by the general public. Licensee is permitted non-exclusive, shared (with the general public) use of picnic tables during its authorized events, on a first come, first use basis.
2. Licensee is responsible for ensuring that any use of picnic tables by its participants does not result in damage to the tables, and that, if moved, all tables are returned to their original locations at the conclusion of any authorized activity at which they are used.
3. Picnic tables will not be available for use by Licensee at any of the Village Parks during the Fall Festival Weekend.

**ARTICLE III
UTILITIES, TRASH REMOVAL**

A. Trash Removal.

1. The Village provides public trash receptacles, including one full size dumpster at each Park, in which Licensee may deposit waste generated at the site in relation to its use of the Park facility.
2. The Licensee shall be responsible for picking up all trash and litter on the grounds that is generated by their use of the premises, including the emptying of trash receptacles into the dumpsters placed at the facility.
3. Should Licensee fail to pick up the trash and litter generated by its use of the Park Facilities, Licensee shall be responsible for any costs incurred by the Village in the remediation of the generated refuse, which shall be payable immediately by the Licensee upon presentation by the Village of an itemized invoice of the costs incurred.
4. The Village will provide for one (1) dumpster pickup at each of the Parks per week. Licensee shall be responsible for charges for dumpster pick-ups, that exceed the one dumpster pickup per week limit, and which are necessitated as a result of Licensees use of the facility.

B. Utilities.

1. *Electricity.*

- a. The Village currently provides for the electrical services located in Leland Park, the Leland Park shelter house, and the Porter Park cabin. Electricity is provided for non-commercial uses only.
- b. Should the Village's electrical utility provider determine that the Licensee's use of the Village Parks makes the Village ineligible for electrical service provided under its agreement with the Village, Licensee shall do one of the following:
 - i) Cease any and all commercial, or other activities, as determined solely by the Village's electrical service provider, that cause the Village to be ineligible for reduced or free electricity provided at the Village Parks under the terms of its Agreement with said service provider; or
 - ii) Assume all responsibility for the establishment and payment of electrical utility services at Leland and/or Porter Parks.

2. *Gas.* The Village does not provide for any publicly accessible connection to natural gas utilities at either Porter Park or Leland Park. The use of portable propane units by licensee is permissible, provided that such units meet all local state, and federal regulations, and display proof all required permits and inspections.

3. *Water.*

- a. Licensee may use the public water service provided by the Village at Leland Park, provided that such use is non-commercial, and is directly related to the events permitted under the terms of this license.
- b. The Village does not provide for any publicly accessible connection to water service at Porter Park.

**ARTICLE IV
SCHEDULING & APPROVAL OF EVENTS**

Scheduling Procedures. Licensee's use of Leland Park and Porter Park shall be subject to the scheduling procedures set forth as follows:

- A. Submission of Schedule. On or before March 31 of each year this Agreement remains in effect, Licensee shall provide to the Village a proposed schedule of use for Leland Park and Porter Park. The purpose of the proposed schedule is to provide advance notice to the Village, and final scheduling is subject to any previously scheduled event or activity that has been scheduled prior to Licensees presentation of the schedule to the Village, or any restricted dates that the Village may have in place for any particular park facility.
- B. Information to be Provided. Any schedule or request to reserve dates for Licensee use shall include, at a minimum, the following information:
1. The park and diamond(s) to be used.
 2. The date, start time, and end time of the event.
 3. A description of the specific event being held at the Park (e.g. Practice, Game, Tournament / Named Event)
 4. The name and phone number of an authorized representative who will be on site at the specified event, or a representative who will be available by phone at all times during the specified event, should the Village need to contact a representative of licensee during the event.
- C. Restrictions & Blackout Dates. In order to ensure that the Village's Parks remain available for enjoyment and use by the general public, the following scheduling restrictions shall be followed:
1. Licensee shall not be permitted to use or reserve Porter Park or Porter Park Cabin on any Saturday or Sunday occurring in May, June, July, August, September or October.
 2. One Saturday each month of the year, licensee shall be restricted from using or reserving Leland Park or the Leland Park Cabin for Licensee's Events. The selection of the restricted dates shall be at the discretion of the Licensee.
 3. *Fall Festival Weekend.* Licensee shall not be permitted to reserve or schedule use of Leland Park during the week prior to, the weekend of, or the week after, the annual Fall Festival event which generally takes place at Leland Park during the 1st or 2nd weekend of September (the dates of the event will be provided to Licensee annually at the time of schedule approval). Licensee will not be permitted to store or have erected any fences or other equipment in Leland Park during this time.

- D. Approval by Village. Once all information has been submitted the schedule will be reviewed by Village Staff to determine Park availability for each of the proposed dates, and, if approved, the event will be added to the official Village Parks calendar. Should there be a scheduling conflict, the Village will notify Licensee, and attempt to identify an alternative for date for the proposed event.
- E. Modifications or Changes to Schedules.
1. In the event of permanent or semi-permanent modifications or changes to the established schedules, Licensee shall provide not less than seven days' advance notice to the Village. This will ensure that events are accurately reflected on the Village's master calendar.
 2. In the case of rain-outs or other unforeseen circumstances, Licensee shall provide scheduling updates to the Village not less than 24 hours before the proposed rescheduled use of the facility, so the Village can verify that there will be no scheduling conflict.

**ARTICLE V
ANNUAL DONATION & CONTRIBUTION**

- A. Use Fee. Licensee shall pay to the Village an annual contribution in the sum of \$1,500.
- B. Payment of said sum shall be made annually on or before March 31 of each year this agreement is in effect.

**ARTICLE VI
MAINTENANCE AND REPAIR**

- A. *Licensee Responsibilities:* Licensee shall, during the term of this Agreement, at its own expense, keep the following park areas and fixtures in good condition and shall repair the same promptly when made necessary by any act or negligence of Licensee, except as otherwise provided herein.
1. Ball diamonds and related improvements
 2. Outfield Fences.
 3. Bleachers.
 4. Cost of the replacement of the lamps installed in field lighting fixtures shall be the responsibility of Licensee.

- B. *Village Responsibilities*: As part of its regular maintenance of the Village Parks for public use and enjoyment, the Village will maintain the following:
1. Field lighting fixtures, including wiring, electronic components, and structural elements.
 2. Mowing and upkeep of grass at Leland and Porter Parks one time per week, in the areas, set forth in the attached Exhibit “B”.
- C. Each party shall be responsible for all material and labor costs associated with their agreed upon duties as set forth in the preceding paragraphs.
1. The selection and use of labor shall comply with all State and Local ordinances, laws and regulation, including, but not limited to, the Illinois Prevailing Wage Act.
 2. Should Licensee refuse or neglect to complete such necessary repairs promptly and adequately, the Village may, but shall not be required to, make or complete the necessary repairs and Licensee shall reimburse the Village for the cost of the repairs.
 3. The selection and installation of all fixtures and lamps shall comply with all local electrical regulations and codes, and shall be approved by the Village prior to their installation or use.

**ARTICLE VII
ADVERTISING & SIGNAGE**

- A. The Licensee shall not install any permanent or temporary signage or advertising on any fixture or facility located within the Village’s Parks, without prior written approval by the Village.

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**ARTICLE VIII
INSURANCE**

- A. Required Insurance. The Licensee, for the term of this agreement, 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 covering its operations.
- B. All policies shall name the Village as an additional insured 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 License Agreement.
- C. Licensee shall deliver to the Village no later than March 31 of each year this agreement is in effect (or upon any change, amendment or modification of any such policy) a certificate of insurance issued by Licensee's insurance carrier(s) which identifies the Village as an additional insured, and the coverages in effect.
- D. Failure to maintain the required coverage, or to provide the Village with the specified documents, at the times, and under the terms set forth in this Section, shall be considered a breach of this Agreement.

**ARTICLE IX
INDEMNIFICATION**

- A. Licensee shall indemnify and hold harmless the Village, and its elected officials, assigns, officers, agents, and employees from and against all liabilities, losses, damages, costs, expenses, actions, claims and demands whatsoever, including reasonable attorney's fees, suffered by or asserted against the other party which result directly or indirectly from any intentional, negligent, willful, reckless or wrongful act or omission of the other Licensee, its employees, representatives, agents, users, or participants, under the Agreement, or from any breach of its representations and warranties herein, provided that, upon receiving notice or knowledge or any claim, event or loss for which indemnity is sought hereunder, the indemnified party shall tender the matter to the defending party and cooperate with its defenses as that party may reasonable request, and permit the defending party to defend, try, settle, or appeal such matter as the defending party shall determine. After tender and acceptance of defense have occurred, the indemnitor shall not be responsible for further defense costs or further attorney's fees. These obligations shall not be construed as having the effect of waiving any immunity from civil liability which 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.

**ARTICLE X
SCOPE OF VILLAGE INVOLVEMENT**

- A. 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.
- B. 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.
- C. 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.
- D. 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 worker's compensation insurance for its entire staff, and proof of said insurance shall be provided to the Village.

**ARTICLE XI
ANNUAL SUBMITTAL OF ORGANIZATION INFORMATION:**

- A. On or before March 31 each year this Agreement remains in effect, or upon request of the Village, or upon any change or amendment to the information contained therein, Licensee shall provide to the Village the following documents relating to Licensee's corporate organization:
 - 1. The name, address, and corporate registration number of the legal entity that is the Licensee.
 - 2. The name, address, and phone number for each of Licensee's Officers and Board of Directors.
 - 3. If organization is Charitable, a copy of its IRS Form 990 and its Charitable Organization Annual Report on file with the Illinois Attorney General.
 - 4. A corporate resolution designating the Licensee's primary point of contact, if the primary point of contact is other than the organization's president.

- B. Failure to provide the Village with the documents as required by this Section shall be considered a breach of this Agreement.
- C. The not-for-profit and charitable status of the Licensee shall be considered material to this agreement. Failure to maintain, and keep in good standing, such status with the State of Illinois or any other regulatory entity, shall be considered a breach of this agreement, and cause for its termination.

**ARTICLE XII
DEFAULT**

In the event that either party shall fail to abide by any of the terms and conditions of this Agreement, the non-defaulting party may give the other party written notice of the breach or breaches. Such notice shall be personally delivered or mailed by first class mail, postage prepaid to each party at the following addresses:

IF TO THE VILLAGE:

Village of Roscoe
ATTN: Village Administrator
10631 Main Street, Box 283
Roscoe, IL 61073

With a copy to:

Village of Roscoe
ATTN: Village President
10631 Main Street, Box 283
Roscoe, IL 61073

IF TO LICENSEE:

Stateline Baseball, Inc.
330 E. Main #600
Rockton, IL 61072

In the event of such written notice, the defaulting party shall be allowed 15 days from receipt of such notice to cure the breach or breaches specified therein or, if the breach cannot be cured in 15 days, but is curable with 45 days, and the breaching party commences the cure within said 15 days and shall diligently work to cure said breach without delay and does actually cure such breach within 45 days of the notice. If the defaulting party does not timely so cure the specified breaches, the non-defaulting party may declare this Agreement terminated and pursue all such remedies as are available to it in law or equity, including without limitation injunctive relief, as appropriate.

ARTICLE XIII
MISCELLANEOUS PROVISIONS:

- A. Non-Assignable. This Agreement is not transferable and is not assignable.
- B. Applicable Laws. Licensee shall observe all laws, ordinances and regulations applicable to their operation hereunder and shall promptly pay, when due, all sales, employment and other taxes properly levied upon it or its operation.
- C. Force Majeure. No party to this Agreement shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, war, public insurrection, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots or acts of God.
- D. Waiver. Failure or delay on the part of either party to exercise a right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless in writing.
- E. Severability. The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
- F. Authorized Signatures/Effectiveness. The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Licensee and the Village, and the Agreement shall not be effective until fully executed and delivered to all parties.
- G. Entire Agreement and Amendments. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the parties.
- H. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.
- I. No Joint Venture or Partnership: Licensee and the Village acknowledge that this Agreement 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 Agreement or the uses arises therefrom are the sole responsibility of Licensee.

LICENSEE:

Stateline Baseball, Inc.
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

The Village of Roscoe, Illinois
an Illinois municipal corporation

By: _____

Name: David A. Krienke

Title: Village President

Attest: _____

Name: Lori Taylor

Title: Village Clerk

Approved June 19, 2018
[Resolution: 2018-R28]