

**BERWYN PARK DISTRICT
PROKSA PARK BALL FIELD
USE AGREEMENT**

(I) (We), the undersigned lessee(s) agree to lease the following facility(ies) of the Berwyn Park District (hereinafter "District"), Proksa Park, 3001 S. Wisconsin Avenue, Berwyn, Illinois 60402.

Type of Function: _____ Number of People: _____

From _____ AM/PM to _____ AM/PM _____, 20____ Through _____, 20____.

Facility Fee: \$ _____, plus Damage Deposit Fee _____ Total: \$ _____

RENTALS

- A. As used in this Agreement, "District" includes its officers, officials, agents, employees and volunteers.
- B. As used in this Agreement, "premises" and "facilities" includes all leased facilities and common areas, including but not limited to parking facilities, restrooms, walkways, ball field, park areas, alleyway, etc.

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

1. The Lessee(s) shall not enter, occupy or use this listed facility(ies) until the time(s) and date(s) specified above.
2. The Lessee(s) shall vacate the facility(ies) at the time(s) and date(s) indicated above or be charged a pro-rata amount for every one-half (1/2) of overtime use.
3. The Lessee(s) shall remit the full balance due for the rental of said facility(ies) upon vacation of said facility(ies)/property and immediately upon termination of rental period.
4. That (I) (We), will be responsible for and will pay for any damage to District property arising out of the use of the said facility(ies) pursuant to this Agreement.
5. That the District does not assume any liability for property lost or stolen on the District premises, or for personal injuries sustained on the premises during Lessee(s) use of the premises and Lessee(s) hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Lessee(s) may sustain as a result of this Agreement. Lessee(s) further agrees to waive and release the District/SRA from any and all losses, claims, suits or judgments or damages that Lessee(s) might sustain as a result of any and all activities connected with or associated with this Agreement.
6. That no District equipment or property shall be removed from the premises without permission of the District.
7. That no beer, liquor or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in

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automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the District under this Agreement

8. If applicable, (I) (We) will set up the facility for my/our function, ***meeting all requirements of the Illinois Moveable Soccer Goal Safety Act***. (I) (We), clean the field area of any debris or garbage after my/our function. (I) (We), agree to restore the facility to its prior condition, ordinary wear and tear excepted.
9. Lessee(s) shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the District's attention any potential dangers, safety hazards or problems. Lessee(s) is solely responsible for determining whether said facility(s) is safe, appropriate, and/or compatible for Lessee's intended use.
10. Lessee(s) is solely responsible for providing any and all supervision at all times during Lessee(s) use of any facility, including but not limited to the leased facility, and all common areas. Further, Lessee(s) shall be responsible for ensuring that Lessee's guests and invitees comply with all applicable rules and regulations pertaining to use of District facilities.
11. Lessee(s) shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
12. That this agreement for lease of the District facility(ies) will not be entered into by the District unless said Agreement is signed and delivered to the Office of the District at the above address with appropriate security deposit.
13. That either party hereto may cancel this Agreement by delivery of written notice to the other party at least one (1) week prior to the scheduled hour as hereinbefore designated. If this Agreement is so canceled, Lessee(s) will not be required to pay the fee hereinbefore designated. The security deposit will be forfeited in all other circumstances whether or not the premises are used by Lessee(s).
14. It is fully understood and agreed by the parties that the Lessee(s) guarantees to defend, indemnify and hold harmless the District its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement
15. Lessee(s) shall keep in force, to the satisfaction of the District at all times relevant hereto, general liability and bodily injury insurance in amounts of \$_____ (fill in per minimum limits) for each person and each occurrence, and property damage insurance in amounts of \$_____ (fill in per minimum limits) for each occurrence and aggregate total. The Lessee(s) agrees that before the covered function(s) may commence on District property/facility, the Lessee(s) shall furnish Certificates of Insurance for the insurance coverage required herein, naming the District as an additional insured.

The insurance shall contain no special limitation on the scope of protection afforded the District/SRA and shall contain a "contractual liability" clause.

Lessee's insurance shall be primary insurance as respects the District. Any insurance or self-insurance maintained by the District shall be in excess of Lessee's insurance and shall not contribute with it.

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Lessee's insurer shall agree to waive all rights of subrogation against the District.

Before this Agreement goes into effect, Lessee(s) shall deliver to the District a Certificate of Insurance satisfactory to the District.

- 16. Lessee(s) shall comply with any and all applicable ordinances and permit procedures. *If use of Lessee's own movable goals is applicable, Lessee agrees to furnish said goals with warning labels pursuant to the Illinois Movable Soccer Goal Safety Act.*
- 17. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
- 18. This Agreement may not be assigned by Lessee(s) without the District's prior written consent.
- 19. This Agreement represents the entire understanding between the parties. This Agreement may be modified or altered only by further agreement in writing between the parties.
- 20. Interpretation of this Agreement shall be governed by the laws of the State of Illinois.

Date: _____

Lessee _____

District

Signature _____
(a duly authorized representative)

Authorized Signature by

Printed name: _____

Address _____

Phone (H) _____ (B) _____

Title _____

All facilities close at 10:00 PM

Equipment required: _____

MAKE CHECKS PAYABLE TO THE BERWYN PARK DISTRICT