Special Event Permit Application
Kendall County Forest Preserve District

Instructions: Please sign the form and return it, along with the appropriate insurance certificate to:

Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Please submit application at least two months prior to the Special Event.

Applicant Information:

Event Name: Yorkville High School Cross Country Meet  Organization: Yorkville High School
Contact Person: Seth Schoonover – Athletic Director

Address: 797 Game Farm Road, Yorkville, IL 60560 County: Kendall
Street City State Zip

Telephone: Work: (630) 553-4380 x 113 Cell: (630) 774-1365
E-mail: SSchoonover@y115.org

Special Event Information:

Name of Forest Preserve: Hoover Forest Preserve Date(s): August 22, 2016

Event: Yorkville High School Cross-Country Invitational

Estimated Attendance: 800-1000

Arrival Time (includes set-up): 12:00 pm (Noon)

Departure Time (includes take down): 8:00 pm (sunset)

Will this Special Event include:

A = $50.00

1. The use of temporary structures? Yes ✓ No

2. Collecting/Charging an entrance or registration fee? ✓

3. Selling concessions/food? ✓ (water)

Rev. 03/28/13
# 83540

2
Will this Special Event include: Yes No

A = $50.00 (continued)
4. Selling goods and services? ___ √
5. Electronically amplified sound? √ ___

B = $150.00
6. Business uses in Preserve? ___ √
7. Group larger than 250 people? √ ___
8. Extensive Use of grounds? √ ___

C = $250.00
9. Extensive Use of staff time? √ ___
10. Closes and/or limits part(s) of preserve to other users? √ ___

► Permittee will be charged only for the highest category (A, B, or C) that is checked.

Description of the Special Event, including details of any ‘Yes’ answers from above:

#1 – Four (4) Port-o-lets (bathrooms) charge to include $65.00 per unit plus Trip Charge of $65.00. See Reservation Permit # 83540.
#1 Laptop & Printer – generator use – bringing their own.
#1 Start & Finish line by Meadowhawk Lodge.
#1 – Pop-up tents for trainer & registration – Golf cart with defibrillator (Seth’s assistant and trainer use)

#5 Portable PA or blow horn for announcements.

#9 Course Planning & Set-up. Contact Forest Preserve personnel at least one month prior to event to discuss course & other items from previous year.
#9 Parking monitors required – School to provide own personnel to direct traffic.

#10 Four (4) buses and handicapped park in back lot.

Applicant’s Signature: [Signature]
Date: 11/19/15
Special Event Agreement
Kendall County Forest Preserve District

The Kendall County Forest Preserve District (District) and Yorkville High School (Permittee) agrees as follows:

1. The Permittee shall meet the following insurance requirements:

   A. Permittee shall have general liability coverage of $1,000,000 per occurrence.

   B. Certificates of Insurance must state the following: The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.

2. The Permittee shall pay the District $250.00 for this approved Special Event Permit. Payment is due upon approval of permit.

3. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.

4. If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

5. The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.

6. The Permittee shall follow all District rules and regulations (see attached).

7. The Special Event Permit and the Permittee shall be present on-site at the Special Event.

8. The attached itinerary shall be a part of the Special Event Agreement.

Kendall County Forest Preserve District:

   Signed: ___________________________ Director / President

Permittee:

   Signed: __________________________

   Date: ___________________________
University of Illinois Extension Office

4H Reservations – 2016

University of Illinois Extension Office

<table>
<thead>
<tr>
<th>Event</th>
<th>Location/Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Science in Action</td>
<td>Hoover Forest Preserve (2 bunkhouses, Eagle’s Nest)</td>
<td>April 28, 2016</td>
<td>$300.00</td>
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4H Department

<table>
<thead>
<tr>
<th>Event</th>
<th>Location/Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rockin KC’s - 4H Monthly Meetings</td>
<td>Historic Courthouse (Jan-Apr, Sept-Dec)</td>
<td></td>
<td>$240.00</td>
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<tr>
<td></td>
<td>Harris – Shelter 4</td>
<td>May – August</td>
<td>$200.00</td>
</tr>
<tr>
<td>Rockin KC’s Practice</td>
<td>Harris Arena /Shelter 7</td>
<td>May thru July</td>
<td>$1,560.00</td>
</tr>
<tr>
<td>4H Horse Clinic</td>
<td>Harris Arena / Shelter 7</td>
<td>June 4, 2016</td>
<td>$65.00</td>
</tr>
<tr>
<td>Speed (Gaming) Show</td>
<td>Harris Arena /Shelter 7</td>
<td>July 13, 2016</td>
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</tr>
<tr>
<td>Pleasure Show</td>
<td>Harris Arena/Shelter 7</td>
<td>July 16, 2016</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

**TOTAL**                     |                                  |            | $2,495.00  |
Harris Shelter 1 and 4 Recreational Use Area
Ordinance 02-01

GENERAL USE REGULATION ORDINANCE (EXCERPTS)
Kendall County Forest Preserve District

Chapter Two - Public Use

Section I - Public Use and Purpose of the District:
Forest Preserves are for use by the general public. One of the functions of the District is to acquire, protect, restore, restock and develop a well-balanced system of areas with scenic, ecological, recreational and historic values for the inspiration, education, use and enjoyment by the public. This Ordinance is intended to help carry out this function.

Section III - Permits:

a. No person shall conduct, operate, present, manage or take part in the following activities in a Forest Preserve unless a Permit is obtained prior to the start of the activity:
   1. Any contest, show, exhibit, dramatic performance, play, act, motion picture, bazaar, musical event, ceremony, parade, including, but not limited to, drills or maneuvers, rallies, or picketing.
   2. Any use of any Forest Preserve Area or facility by a certain person or group of persons to the exclusion of other;
   3. Camp on any lands of the District or inhabit any structure or facility overnight.

b. Persons desiring to engage in any of the above activities may apply to the District for a Permit or license under the following categories and subject to the policies and fees set by the Board:
   1. Picnic - No Permit is required to have a picnic; however, if a Person desires to reserve a designated area or areas to the Exclusion of Others then a Permit is required.
   2. Camping - A Permit is required. The Permit reserves a designated area or areas to the Exclusion of Others and allows the permittee to remain in the Preserve overnight. For organized, sponsored youth group campsites, the Permit may be valid for from one to seven consecutive nights. The Permit may provide permission for other Permit controlled activities.
   3. Special Event - A Special Event Permit may be required for activities listed in Chapter Two, Section IIIa, paragraph 1 above. The Permit may provide for use of an Area or Areas to the Exclusion of Others and for other Permit controlled activities pursuant to this Ordinance.

c. Permits in General:
   1. Permits are non-transferable and are subject to fees set by the Board. Permits must be applied for at least 72 hours in advance
of the event, except those that require a certificate of insurance, which must be applied for at least 14 days in advance of the event. Permits shall only be issued to a Legal Adult and that Legal Adult must be present during the permitted activity. Minor changes in the Permit may be made upon the Written Permission of the Director for no additional fee providing that the specific Forest Preserve is not changed, the date or dates involved are not changed, the number or size of the designated areas is not increased, and the request for change is made at least 72 hours prior to the event.

2. The Board may require proof of and establishing the amount of liability insurance required, and/or requiring a Hold Harmless Agreement, or requiring an endorsement naming the District as an additional insured when the activity is deemed to require such.

Section II - Destruction or Misuse of Natural Resources:
No person shall upon or in connection with any Property of the District commit or attempt to commit any of the following acts:
   Remove or cause to be removed any sod, earth, humus, downed timber, wood chips, peat, rock, sand, gravel or any other natural material of the forest floor or earth without the prior Written Permission of the Director;

Chapter Four - Regulation of Sports and Games

No person shall upon or in connection with any Property of the District:
Section I - Swimming:
Swim, wade or bathe at any time in any of the Waters or Waterways, except at such place or places as may be designated by the Board and then only in accordance with District rules, regulations and restrictions promulgated and Posted.
Section II - Watercraft:
Bring into, attempt to launch, use, or navigate any boat, yacht, canoe, raft or other Watercraft upon the Waters or Waterways, except at such place or places as may be designated by the Board. Where allowed, Watercraft shall be used in accordance with District rules, regulations and restrictions, as well as all applicable statutes of the State of Illinois and the United States.
Section III - Engine-Powered or Radio Controlled Models or Toys:
Start, fly or use any fuel powered, air-propulsioned or electric powered model or toy or any radio controlled model car, aircraft, boat or rocket or any like controlled toy or model, except in those Areas or Waters designated by the Board for such use and then only in accordance with District rules, regulations and restrictions promulgated and Posted, as well as all applicable rules and regulations administered by any federal, state or local agency responsible for controlling such use.
Section IV - Horseback Riding:
Bring into, unload, use or ride any horse, except on those fields, lots, Areas, trails, paths or roadways designated by the Board for horse use and then only in accordance with District rules, regulations and restrictions promulgated and Posted.

Section V - Bicycling:
   a. Ride a bicycle on any path, trail, roadway or other Area designated or Posted as prohibiting bicycles;
   b. Fail to ride a bicycle as closely as possible to the right-hand side of any road, trail or path, as conditions shall allow;
   c. Ride a bicycle more than two abreast on any trail, path, or roadway;
   d. Ride a bicycle more than single file when overtaking or approaching other bicycle or equestrian traffic;
   e. Ride a bicycle on any trail, path or other access which is less than eight feet in width; or
   f. Ride a bicycle on any trail, path, roadway, or parking area in a manner which endangers the safety of Persons or property, or at a speed which is greater than is reasonable and proper for the safe operation of the bicycle with regard to existing conditions, including but not limited to, trail or road surface, hills, curves, intersections and other bicycle or pedestrian or equestrian traffic.

Section VI - Skateboarding and Roller-blading:
Skateboard or roller-blade in any Area Posted as not allowing such activities, or skateboarding or roller-blading in such a manner which endangers the safety of Persons or property, or in such a manner that damages District Property.

Section VII - Sound or Energy Amplification:
Play or operate any Sound Amplification devices, including radios, television sets, public address systems, musical instruments and the like, or operate any other Energy Amplification device in such a way as to be audible beyond the immediate vicinity of such device or musical instrument or in such a manner as to disturb the quiet of camps, picnic areas or other Preserve Areas without obtaining a Special Event as outlined in Chapter Two, Section Illb, paragraph 3 of this Ordinance.

Section VIII - Winter Sports:
   a. Sled, toboggan, ski or slide on any Area Posted by the Director as being “unsafe” or “hazardous” or as being “closed” due to inadequate snow cover or other environmental conditions, or upon being duly notified by the Director.
   b. Enter upon any frozen Waters to skate, fish, slide or walk or for any other purpose whatsoever when such Waters are posted “closed” or “unsafe” or “hazardous” by the Director or when notified of such conditions by the Director.
   c. Fish through the ice on any frozen Waters or parts thereof designated as ice skating areas by the Board.
   d. Bring onto or upon the frozen Waters of any lake, pond or watercourse any iceboat or wind-driven-like device or other vehicle, without the Written Permission of the Director.
Section IX - Field and Team Sports:
Play or engage in any team sport, athletic event, outdoor or lawn games, or any such endeavor which by its nature requires open Areas or fields, except in those Areas designated by the Board as athletic fields or, if none are available, only in those Areas and for such a period of time determined by the Director in order to ensure the safe and equal use of the Preserve by others.

Section X - Amusement Contraptions:
Bring in, set up, construct, manage or operate any Amusement Contraption, without prior Written Permission of the Board.

Section XI - Aviation:
Make any ascent in or descent from any balloon, airplane, glider, hang glider, kite, helicopter or parachute, without the Written Permission of the Board.

Section XII - Gambling:
  a. Manage, operate or engage in gambling of any form;
  b. Have in their possession any clock, wheel, tape machine, slot machine, pin machine or other machine or device for the reception of money or other thing of value on chance or skill or upon the action of which money is staked, bet, hazarded, won or lost. Any such machine or device shall be subject to seizure, confiscation and destruction by any police officer or employee of the District.

Chapter Six - Regulation of Personal Conduct and Behavior

No person shall upon or in connection with any Property of the District:

Section I - Vending and Advertising:
  a. Collect fees, admission or cover charges or display or offer for sale any articles or things, or conduct or solicit any business, trade, occupation or profession, or offer without charge any articles or things, without a valid Concessionaire Agreement approved by the Board and then only in accordance with the terms and conditions thereof, it being the intention to control commercial enterprises or sales on District lands; or

Section V - Permits and Designated Areas - Authority:
To carry out the terms of this Ordinance, the Director or his designee is hereby given authority to issue Permits, Post notices or take other action as called for herein, subject to the guidelines set forth.
  a. The Director shall have the authority to close Preserves, or parts thereof, in the interest of public health, safety or general welfare or in order to protect the natural resources from unreasonable harm; to promulgate and issue Permits where required by this Ordinance; and to collect such fees as established by the District in accordance with the following guidelines:
    1. No Person shall be discriminated against because of age, race, sex, creed, color, national origin, or physical or mental handicap;
2. The proposed use or activity shall not unreasonably interfere with or detract from the general public’s use and enjoyment of the Forest Preserves and surrounding property or facilities;
3. The proposed use or activity is not reasonably likely to result in violence or in serious harm to Property or Persons;
4. The proposed activity or use shall not entail extraordinary expense or operation costs by the District or expose it to unusual or extreme liability;
5. The Area desired has not been reserved for another activity at the same time;
6. The proposed activity is not reasonably expected to detract from the promotion of public health; and
7. The proposed activity is reasonably compatible with the type of Preserve, the size and character of the Area or Waters involved and the facilities available, and that it is not reasonably expected to cause irreparable harm or extreme damage to the natural environment of the Preserve.

b. The Director may impose reasonable restrictions on the granting of a Permit, including, but not limited to any of the following:
   1. Restricting the open dates for reserved Area use; the length of time an Area will be held for reserved use; the use of ground fires; off-the-road vehicle access; the number of Persons present; the use of domestic or trained animals; the use of shelters or structures; the collecting for any purpose of any Water, soils, minerals, flora or fauna; the type and location of sports and games or any other activity which appears likely to unreasonably interfere with the use and enjoyment of the Preserve by others or cause damage to District property; and
   2. Requiring the name, address, telephone number and driver license number of a legal adult responsible for the use or activity requested, as well as the name, address and telephone number of the group represented by the applicant.

c. All Permits required by this Ordinance and issued by the District shall be issued at the District headquarters at 110 West Madison Street, Yorkville, Illinois. All applications for Permits shall be submitted at least 72 hours in advance of the earliest requested date, provided that the Director may waive the 72-hour time period in the interest of public safety or for such events that are of a significant civic nature.

d. The Director is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a Permit application. No Person shall misrepresent, falsify or withhold such required information.

e. No Person granted a Permit shall violate the requirements, terms, conditions, restrictions or rules duly set forth under the authority of this Ordinance as part of any granted Permit.
f. The Board may set forth in other Ordinances guidelines and standards regulating such Permit or registration fees as it deems proper and may change them from time to time.

g. No Person shall obtain or use any Permit without having first paid the established fee.

h. All designated Areas, Waters or facilities and all Permit restrictions, rules, regulations or conditions are subject to review at any time by the Board. Any aggrieved Person shall have the right to petition the Board, in writing, regarding denial or restriction of use or activity and be properly heard by the Board, as the President shall direct.
<table>
<thead>
<tr>
<th>Name of Program</th>
<th>Date</th>
<th>Location</th>
<th>Age</th>
<th>Fee</th>
<th>Length of Program- Including set-up and clean-up</th>
<th>Reg. Min</th>
<th>Reg. Max</th>
<th>Est. Sal.</th>
<th>Est. Supp</th>
<th>Net Gain (Range)</th>
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</thead>
<tbody>
<tr>
<td>Maple Syrup Program</td>
<td>5-Mar</td>
<td>Meadowhawk Lodge</td>
<td>All Ages</td>
<td>$15 per family</td>
<td>3 hours</td>
<td>15</td>
<td>100</td>
<td>$127.00</td>
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<tr>
<td>Toddlng Naturalist- Maple Syruping</td>
<td>8-Mar</td>
<td>Meadowhawk Lodge</td>
<td>One-Three</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
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<tr>
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<td>15-Mar</td>
<td>Meadowhawk Lodge</td>
<td>Four- Six</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
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<td>31-Mar</td>
<td>Meadowhawk Lodge</td>
<td>One-Three</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
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<td>Babes in the Woods- Waking up Spring</td>
<td>5-Apr</td>
<td>Meadowhawk Lodge</td>
<td>Four- Six</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$547</td>
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<tr>
<td>Toddlng Naturalist- Earth Day Celebration</td>
<td>22-Apr</td>
<td>Eagle’s Nest Pavilion</td>
<td>One-Three</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$547</td>
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<td>Babes in the Woods- Earth Day Celebration</td>
<td>22-Apr</td>
<td>Eagle’s Nest Pavilion</td>
<td>Four- Six</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$547</td>
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<td>Wildflower Walk</td>
<td>30-Apr</td>
<td>Lyon Forest Preserve</td>
<td>All Ages</td>
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<td>15</td>
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<td>Eagle’s Nest Pavilion</td>
<td>One-Three</td>
<td>$5 per child</td>
<td>2 hours</td>
<td>6</td>
<td>15</td>
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<td>$5 per child</td>
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<td>6</td>
<td>15</td>
<td>$28.00</td>
<td>$0.00</td>
<td>$2-$547</td>
</tr>
</tbody>
</table>

* $300 has been donated by the Forest Foundation for the Maple Syrup Program
Kendall County Forest Preserve District Spring Programs

March 5th- Maple Syrup Program
Ages: All Ages
Location: Hoover Forest Preserve- Meadowhawk Lodge
Time: 9-11 am
Price: $5 per person or $15 for a family up to 4, $2 for each additional family member
Take a guided hike through the Woods at Hoover Forest Preserve to learn all about the basics of making maple syrup. After the hike, enjoy a pancake breakfast with real maple syrup.

March 8th- Toddling Naturalist- Maple Syruping
Ages: 1-3
Location: Meadowhawk Lodge
Time: 10-11 am
Price: $5
Everyone loves a sweet treat! Come out and learn about how maple syrup is made. We will take a short hike to one of our tapped trees and enjoy a small sample of real maple syrup. We will be outside for some of the program, please dress for the weather!

March 15th- Babes in the Woods-Arts and Crafts
Ages: 4-6
Location: Hoover Forest Preserve, Meadowhawk Lodge
Time: 1-2 pm
Price: $5
Time to get crafty! Spend the afternoon making nature inspired crafts. We will go for a short hike and spend the rest of our time painting, stamping, gluing and more!

March 31st- Toddling Naturalist – Wigglin’ Worms
Ages: 1-3
Location: Meadowhawk Lodge
Time: 10-11 am
Price: $5
These slimy friends help our plants by making rich soil. Come and explore these awesome creatures as we learn what they eat, how they move, and even what they feel like!
April 5th-Babes in the Woods- Waking up Spring  
Ages: 4-6  
Location: Richard Young Picnic Shelter  
Time: 1-2 pm  
Price: $5  
The snow is starting to melt and the days are getting warmer. Come see the changes that are happening right before our eyes. We will take a hike, make a craft, and read a story!

April 22nd- Toddling Naturalist- Earth Day Celebration  
Ages: 1-3  
Location: Hoover Forest Preserve- Eagle’s Nest Pavilion  
Time: 10-11 am  
Price: $5  
Come out and celebrate Earth Day! We will be exploring our lovely home, The Earth, through crafts, stories, and exploring. We plan to enjoy the fresh air, so please dress for the weather.

April 22nd- Babes in the Woods-Earth Day Celebration  
Ages: 4-6  
Location: Hoover Forest Preserve-Eagles Nest Pavilion  
Time: 1-2 pm  
Price: $5  
Come out and celebrate Earth Day! We will be exploring our lovely home, The Earth, through crafts, stories, and exploring. We plan to enjoy the fresh air, so please dress for the weather.

April 30th- Wildflower Walk  
Ages: All  
Location: Lyon Forest Preserve  
Time: 10-11:30 am  
Price: $5  
The spring is a perfect time to see flowers blooming. Spend an hour or so on a guided hike to see what plants are coming up and blooming. Enjoy a small snack after the hike!

May 2nd- Toddling Naturalist- Awesome Amphibians  
Ages: 1-3  
Location: Harris, Shelter 4  
Time: 10-11 am  
Price: $5  
Come and spend the morning learning all about frogs, toads and salamanders! We will explore a pond, make a craft and read a story. Come prepared to get muddy!
May 20th - Babes in the Woods - Insect Explorers

Ages: 4-6
Location: Meadowhawk Lodge
Time: 10-11am
Price: $5

Head, thorax, abdomen! In this program we will learn all about our six-legged friends. Come ready to explore the homes of insects and see some up close.
Kendall County Forest Preserve District
Athletic Field License Agreement
Yorkville Athletic Association NFP (Yorkville Fury)

This License Agreement ("Agreement") is made this ____ day of ______ by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government ("District"), and the Yorkville Athletic Association NFP ("Licensee"), a licensed not-for-profit organization in the State of Illinois.

RECATALS

1. The District owns the Hoover Forest Preserve in Yorkville, Illinois.

2. Hoover Forest Preserve contains a baseball field, which includes a fenced backdrop, storage unit, and picnic pavilion ("License Area").

3. Licensee desires to use, and provide assistance with maintaining the License Area specified in Exhibit A attached to and made part of this Agreement to conduct little league baseball programs (the "Programs").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee a license (the "License") to use the License Area to conduct the Programs on the dates and during the hours specified on Exhibit B (the "License Periods") attached to and made part of this Agreement. Such use in accordance with this Agreement is hereinafter referred to as the "Licensed Use". The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use ("Common Areas").

This Agreement does not create, acknowledge, or imply a joint league, joint function, joint venture, or joint enterprise between the Licensee and District.

2. Supplementary Scheduling

Requests by Licensee for use of the Licensed Area to conduct Programs on dates and/or times other than those specified on Exhibit B shall be made at least fourteen (14) days in advance to ensure availability, and shall be subject to District policies on scheduling priorities. Each such supplementary use shall be subject to the terms and conditions of this Agreement.

3. Non-Exclusive License

The License shall be non-exclusive, and the District shall continue the District's use of the License Area subject to Licensee's prior use of such property pursuant to the terms and
conditions of this Agreement. The District shall have the right, but not the obligation, to enter onto the property at any time to inspect, maintain, repair, replace and reconstruct any improvements located thereon, in such manner as to not unreasonably interfere with the rights of the Licensee under this agreement.

This Agreement is not and does not constitute a lease or other rental agreement, and Licensee’s non-exclusive right to use the Licensed Area may be terminated in accordance with the terms set forth in this Agreement.


Licensee shall provide a lump sum payment to the District of one-thousand seven-hundred dollars ($1,700.00) representing payment in full for a one-year license for use of the Licensed Area in accordance with the scheduled attached as Exhibit B. Payment is due within fourteen days (14) following execution of this Agreement. Licensee shall have the option to schedule, or reschedule up to fifteen (15) additional practices and games during the hours of operation of Hoover Forest Preserve through July 17, 2016, and the District shall extend additional permits as needed, provided the License Area is not reserved for permitted use to another party.


The District, at its own expense, shall maintain the gravel road and shall mow the grass ball field one time per week on an as-needed basis from May 1 to July 15 of each license year.

Licensee, at its own expense, may perform additional mowing and any other ball field turf maintenance activities deemed necessary on an as-needed basis. This includes application of fertilizer and weed suppression applied by spreader, but excludes use of chemical pesticides and rodenticides, as application of these chemicals is not consistent with the District’s mission of conservation and preservation of local wildlife species. No chemicals may be applied by a sprayer which could impact surrounding flora and vegetation.

Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area following each Licensed Use.

Any holes or low spots within the infields and outfields shall be filled in by the Licensee or Licensee’s maintenance contractors as part of the Licensee’s maintenance functions.

The Licensee and its agents and volunteers have permission to conduct routine maintenance activities as described above as part of this Agreement.

Additional requirements imposed for use of paid professional Contractors and Subcontractors to perform maintenance work in the License Area.

Licensee may contract out maintenance of the infields and outfields provided that any contractor engaged by the Licensee for such purpose, or any subcontractor of such contractor, complies with the insurance and indemnification requirements contained in Exhibit C. At least thirty (30) days prior to the beginning of any such contract or subcontract, Licensee shall submit to the District a list of all persons or entities who will provide maintenance services on behalf of the Licensee (“Maintenance Contractors”) together with their certificates of insurance compliance with the insurance requirements. The District may require, but is not obligated to provide, its approval of Maintenance Contractors prior to the services being rendered, and if required such
approval shall not be unreasonably withheld or delayed. The District shall have the exclusive right to designate the route for machinery and equipment across District property and the placement of materials on District property for all such activity. District and Licensee shall reasonably cooperate with respect to the commencement, timing and location of such activities so as not to unreasonably disturb or interfere with the District’s and/or public’s activities elsewhere on District property. The Maintenance Contractors shall comply with all federal, state and local rules, regulations and licensing requirement, including without limitation licensing requirements of Kendall County, in the conduct of their business and the performance of maintenance services.

Licensee will be solely responsible for any and all storage box locks. The District shall have no liability or responsibility for the protection, safety or condition of Licensee Equipment.

Licensee shall immediately advise the District of any damage to any District property, including District facilities within the License Area, after each and every use of the License Area by the Licensee.

The District shall assume no liability or responsibility for property lost or stolen on District property, or for personal injuries sustained on District property during Licensee’s use of any District property.

6. Indemnification

Licensee’s Maintenance Contractors shall indemnify the District and at their sole expense, provide and maintain adequate insurance. Nothing in this Agreement shall be deemed to constitute a waiver by the District of any immunity from liability which the District may now or hereafter possess under Illinois law, whether by statute, common law, or otherwise.

To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby waives any and all rights or claims Licensee may have at any time against the District, its Commissioners, officers, agents and employees for injury to or the death of any person or for damage to or destruction or loss of any property, sustained or incurred by Licensee or any person claiming by, through or under Licensee in connection with the exercise by such persons and the rights and privileges granted to Licensee hereunder, or the conduct of the Licensed Use, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the District or District’s agents and employees from, and waives any claims for, any personal injury or any loss or damages caused by fire, vandalism, theft or other casualty, to or of any vehicle, equipment, merchandise or personal property on District property of Licensed Area at any time during the License Periods.

7. Contract Termination

The District reserves the right to terminate this license agreement at any time and for any reason after providing fourteen (14) days advance written notification. A prorated refund of the license fee will be refunded to the Licensee. The percentage of the prorated refund will be calculated based on the ratio of remaining days scheduled for use divided by the total number of scheduled use days within the license year as provided in Exhibit B.
8. Provision and Maintenance of Equipment

Licensee shall provide and be responsible for the proper maintenance and upkeep of all mobile or "non-permanent" baseball and related equipment for use in the Programs, including without limitation, bats, helmets, uniforms, materials, bases, pitching rubbers, field marking materials, baseball fill, drying materials, hand tools, rakes and hoses, locks and keys ("Licensee Equipment"). Licensee shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment.

9. Licensee's Rights and Obligations

In conducting the Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Prior to performing maintenance on the Licensed Areas, Licensee shall provide to the District in writing the name, address, telephone number and email address of the Licensee's authorized representative(s) who will have authority to make decisions and take actions on behalf of the Licensee, with respect to this Agreement, and Licensee's obligations hereunder, including in the event of an emergency situation requirement immediate action.

Licensee shall inspect the Licensed Areas prior to executing this Agreement to determine that the License Area is reasonably suited for the use(s) contemplated by the Licensee. Thereafter, Licensee shall inspect the Licensed Areas prior to and subsequent to each use by Licensee to identify any potential safety hazards. Licensee shall take all reasonable and appropriate measures to protect all Program participants, spectators, visitors, guests, officials and any other persons reasonably anticipated to be present during, or involved in, the Licensed Use, from known safety hazards. Licensee shall promptly advise the District of any known safety hazards.

Licensee shall use the Licensed Area at its own risk. Licensee is solely responsible for any and all supervision and security services for the Programs, and acknowledges that the District shall not provide any security or protection in connections with the Licensee's use of the License Area.

10. Term, Termination and Modification

The District reserves the right to alter the terms and conditions of the License, or to terminate the License, due to the misconduct of the Licensee or any person associated with the Licensee or present at the Licensee's event for misuse, destruction, or damage to District property, for purposes deemed necessary for public safety or preservation of property, or because Licensee has breached any of its obligations under this Agreement, or for any other reason reasonably deemed by the District to require such alteration or termination in the best interests of the District and its residents.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, this Agreement shall terminate for all purposes on July 17, 2016.
11. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the District and Licensee, 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 entirety who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

12. Liens

Licensee covenants and agrees that it will not permit or suffer any lien to be put upon, or arise or accrue against the District's Property or the License Area, in favor of any person or persons, individual or corporate, for furnishing either labor or material, for equipment supplied to or work to be performed on District property or the License Area. Licensee further covenants and agrees to hold the District, District property and the Licensed Area free from any and all liens, or rights of claims of lien, which may, or might arise or accrue under, or be based upon any mechanic's lien law, or other similar laws, of the State of Illinois, now or hereafter in force. All contracts and agreements that may be made by Licensee, relating to the provision of labor or material for any work to be performed on the Licensed Area, shall expressly state that the interest of the District in and to the Licensed Area shall be wholly free from, and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether based upon any law or regulations of the State of Illinois, or any other authority, now or hereafter in force to be enacted, and Licensee also hereby agrees and covenants that it will not enter into any contract for such work, which shall not, in express terms, contain the aforesaid provisions.


The indemnification provisions set forth in this Agreement and all other rights and obligations of the District and Licensee which by their terms must necessarily be exercised or performed after the termination of this Agreement or expiration of the License Period, shall survive such termination or expiration.

If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

No waiver of any default of Licensee shall be implied from any omission by the District to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

Headings of sections are for convenience only and do not limit or construe the contents of the sections.

This Agreement represents the entire and integrated Agreement between the District and Licensee and supersedes all prior written and/or oral negotiations, representations or agreements between the District and Licensee. To be valid, any amendment or modification to this Agreement must be in writing, dated a date subsequent to the date of this Agreement, and signed by both parties.
IN WITNESS WHEREOF, the District and the Licensee has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

By: ________________________________ Date: __________________

Jeff Wehrli, President
Kendall County Forest Preserve District

By: ________________________________ Date: __________________

Michael Klimavicius, President
Yorkville Athletic Association (Yorkville Fury)
Yorkville Fury License Agreement – Exhibit B
License Periods

WEEKDAYS (M-F)

March 13, 2016 – April 30, 2016
Mondays, Tuesdays, Wednesdays, Thursdays and Fridays:
4:30 pm to 30 minutes prior to preserve closing at dusk

May 1, 2016 – June 30, 2016
Mondays, Tuesdays, Wednesdays, Thursdays and Fridays:
5:00 pm to 30 minutes prior to preserve closing at dusk

WEEKENDS (SA-SU)

Saturdays and Sundays
One five hour block on each weekend day – schedule TBA between the hours of 9 am and 30 minutes prior to preserve closing at dusk

Weekdays and Weekends – Rain Dates and/or Rescheduled Sessions

July 1, 2016 - July 17, 2016
Licensee may schedule (or reschedule) an additional 15 weekday or weekend sessions between July 1, 2016 and July 17, 2016.
YORKVILLE FURY LICENSE AGREEMENT – EXHIBIT C
REQUIRED INDEMNIFICATION AND INSURANCE FOR PAID CONTRACTORS AND SUBCONTRACTORS

a. **Indemnity:** Vendor agrees to save, defend, hold harmless and indemnify District and each of its commissioners, officers, director, agents, employees, invitees and others associated with it from and against any and all suits, claims, losses, judgment(s) damages and expenses (including attorneys fees), etc. that are based upon, or that arise or are alleged to have arisen out of, any act or negligence of the Contractor or of any agents, servants or employees of the Contractor or any of its subcontractors.

b. **Insurance Coverage:** The Contractor shall maintain in force at his/her expense the following insurance, it being understood that the District shall have the right to reasonably require the Contractor to adjust the coverage limits set forth below at any time:

Insurance against damage or destruction to the District’s property and all Property, whether or not owned by the District, this is located at the site of the work, providing “all risk” peril coverage, in the amount of 100% of replacement costs (collectively “All Risk Insurance”). Such insurance shall have an agreed amount endorsement if available.

Statutory worker’s compensation coverage, and employer’s liability coverage in the amount of $1,000,000 bodily injury by each accident, $1,000,000 bodily injury by disease each employee, $1,000,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of the Contractor’s umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of $1,000,000 for any owned, non-owned or hired automobile.

“Occurrence type” general liability insurance against bodily injury and property damage arising from occurrences in and about the site of the work and covering the Contractors contractual liability for indemnification under this Agreement. Such Insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of $1,000,000 per occurrence combined single limit for bodily injury and property damage.

Where professional services are to be rendered under the Contract, professional liability insurance coverage in an amount satisfactory to the District shall also be obtained by the Contractor.

Umbrella liability coverage, (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to $3,000,000 per occurrence.
c. **Insurance Requirements**: All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

All policies of liability insurance shall name the Forest Preserve District of Cook County as an Additional Insured. All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days’ prior written notice thereof has been provided to the Additional Insureds.

d. **Insurance Certificates**: Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, Contractor shall furnish to District a certificate evidencing the required coverage.
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 7/27/2015

**Client #:** ACORD

**Certificate of Liability Insurance**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If waiver of subrogation is applicable, it only applies to the extent allowed by law.

## Producer Information

**Insurance Broker:**
123 Main St
Chicago, IL 60654

**Contact Information:**
- **Name:**
- **Phone (A/C No., Ext.):** XXX-XXX-XXXX
- **Fax (A/C No.):**
- **Address:**

**Insurer(s) Affording Coverage:**
- **Insurer A:** Insurance Company ABC
- **Insurer B:** Insurance Company 123
- **Insurer C:**
- **Insurer D:**
- **Insurer E:**
- **Insurer F:**

## Covered Information

### Coverages

<table>
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<tr>
<th>Insr Ltr</th>
<th>Type of Insurance</th>
<th>Addl Subw</th>
<th>Insr WVD</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
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<td>E.L. Each Accident</td>
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**Description of Operations / Locations / Vehicles:**

Kendall County Forest Preserve District is listed as Additional Insured with respect to the General Liability on a primary & non-contributory basis.

## Certificate Holder

**Kendall County Forest Preserve District**
110 W. Madison Street
Yorkville, IL 60560

## Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

[Signature]

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Contract for Services

THIS AGREEMENT entered into by and between Ellis House & Equestrian Center, Illinois (hereinafter referred to as the "Contractor"); and the Oswegoland Park District ("Park District").

WHEREAS, Contractor will be performing various duties related to programs and services offered by Contractor to Park District recreation program participants, which work will be performed on and/or off the premises of the Park District and said Contractor may have subcontractors or one or more employees of Contractor engaged in the performance of said work;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To provide the following services:  
   Beginning and Continuing Western Riding Lessons class

2. To provide the services identified in Paragraph 1 on dates and at the locations specified below. Park District reserves the right to relocate or modify the schedule with consent of Contractor.  
   Continuing Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates 02/16/16- 03/22/16  
   Beginning Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates 05/17/16- 06/21/16  
   Continuing Lessons at Ellis Equestrian Center, Tuesdays 5-6pm on dates 06/28/16- 08/02/16

3. To comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations. Workers’ Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government any of its titles, the Illinois
4. To protect, indemnify, hold and save harmless and defend the Park District against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the Contractor or Park District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the Park District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Contractor shall have no liability or damages or the costs incident thereto caused by the sole negligence of the Park District.

5. To keep in force, to the satisfaction of the Park District, at all times during the performance of the work referred to above, Public Liability Insurance and Automobile Liability Insurance (if applicable) with Bodily Injury limits of not less than $2,000,000 Property Damage Insurance with limits of not less than $1,000,000 and workers' compensation and related insurance coverage at amounts required by statute. There shall be no additional charge for said insurance to the Park District. Prior to beginning the work identified in this Agreement, the Contractor will furnish certificates of insurance for the insurance coverage required herein, naming the Park District as an additional insured and providing that such policies may not be cancelled or amended without ten days prior written notice having been given to the Park District. The policy shall also contain a "contractual liability clause.” If the policy is written on a claim made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the Park District for a period not less than five (5) years from the termination of this Agreement.

6. To indemnify the Park District for any loss it may sustain by theft or other cause from the acts or negligence of the Contractor.

7. That the Contractor is in no sense an employee of the Park District, it being specifically agreed that in respect to the Park District the Contractor bears the relationship of an independent contractor.

8. That the fee charged by the Park District for the program(s) described in Paragraphs 1 and 2 above shall be $220.00 per participant. Said fees shall be collected by the Park District through its ordinary registration process. Contractor shall not directly enroll participants in the program or accept payments from program participants.

9. That Park District shall pay Contractor $165.00 per student; (or 75 percent of resident rate revenues received by Park District) for the program(s) described in Paragraphs 1 and
2 above. Upon conclusion of the program(s), Contractor shall submit to Park District an
itemized invoice. Said invoice shall be sent by regular mail to:

or may be emailed to the Program Supervisor within 45 days of the conclusion of the
program(s). Invoices received by the 10th of the month shall be paid by the end of that
month. Invoices received after the 10th of the month shall be paid by the end of the
following month.

10. That Contractor shall provide the services described in Paragraphs 1 and 2 above
provided a minimum of _1_ participants have registered for the program(s). The
Contractor is expected to contact their Program Supervisor at least three-five business
days prior to the start of class for enrollment numbers. The Park District and Contractor
may by mutual agreement determine that it is in their interest to conduct a program that
has not met this minimum enrollment requirement. If such a determination is made, Park
District and Contractor shall execute a separate written note or email, reviewed by both
parties describing the amount of payments to be made to Contractor for services related
to a program conducted with fewer than the minimum number of participants stated in
this Paragraph. Park District may allow enrollment up to a maximum of _3_ participants
in the program(s). Oswegoland Park District will notify patrons of class cancellations
unless otherwise decided by Contractor and Program Supervisor.

11. The Oswegoland Park District shall have the right to cancel or alter the schedule due to
abnormal weather, or other reasons deemed appropriate by the Park District.

12. Instructors are expected to report to class site a minimum of ten (10) minutes prior to the
start of class or in time to set up equipment, whichever is sooner, and remain until all
participants have departed.

13. That Contractor shall ensure that a qualified instructor is present for each scheduled
session of the program(s) described in Paragraphs 1 and 2 above. Any instructor working
with children must have a returned background check on file at the business contracted
with, or through the Park District. Also, instructors working with children must have
completed the State of Illinois Mandated Reporter Training and submit a certificate to the
District or employer.

14. In the event that the instructor is absent or fails to provide the required services, at the
sole discretion of Park District either: Contractor shall extend the program to makeup the
program time lost due to absence or failure to provide services; or Park District shall
reduce the payment to Contractor in Paragraph 9 herein by an amount proportionate to
the amount of program time lost due to Contractor absence or failure to provide services.

15. That Contractor shall provide to Park District upon request a written itinerary or set of
lesson plans related to the program(s).

16. That Park District shall provide to Contractor prior to the start of program(s) a class
roster. Park District and Contractor shall mutually agree on the form and time of delivery
which may include in person request prior to class, email, facsimile, or hand delivery to Contractor.

17. That Contractor shall take all reasonable steps necessary to respond to and remedy program participant complaints, up to and including replacing Contractor’s employee, instructor, or subcontractor. Park District has the right to cancel this Agreement at any time if Contractor fails to take appropriate action to remedy program participant complaints.

18. The Oswegoland Park District maintains a satisfaction guaranteed policy. Participants can request a refund of fees up to ten days after the class ends if they are dissatisfied for any reason. The Contractor shall honor that policy when deemed reasonable by the Park District.

19. That Park District shall publish three program brochures each calendar year. Park District shall establish deadline dates for Contractor to submit program information for said brochures. Contractor shall provide to Park District on or before each deadline date information including, but not limited to a written description of the program(s), the minimum/maximum enrollment allowed for the program(s), contractor fee, meeting dates and times, any dates the programs will not meet due to holidays or other reasons, the age range of participants, and the beginning and ending time(s) for the program(s).

20. That Contractor shall not increase fees during the term of this agreement without the written consent of Park District.

21. The terms of this contract are in force until changed in writing by mutual agreement. Either party can end agreement after session is complete or if service to participants is evaluated to be low quality.

22. That Contractor, with the cooperation of the Oswegoland Park District, will make reasonable accommodations to allow individuals with disabilities to participate in District programs.

This Agreement shall be in effect beginning on the 16th day of February, 2016 until ended, by either party, for any reason, in writing, within thirty days of the program start date.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this 25th day of January, 2016.

OSWEGOLAND PARK DISTRICT: CONTRACTOR:

_________________________________________ __________________________
By: Kristen Desler By: __________________________


1. KCFPD Website Landing Page
   a. What’s new / Outdoor report / Feature (monthly)
   b. Connect with Us (social media links / newsletter sign-up) (all pages?)

2. About KCFPD
   a. Mission; Commission; Staff Contacts; Master Plan; Forest Foundation of Kendall County
   b. Contacts Page / Upcoming Programs (feature)
   c. Main preserve map / local preserve map links
   d. Volunteering (application)
   e. Donate (Forest Foundation of Kendall County)

3. Upcoming Public Programs
   a. Monthly feature

4. Facility Rentals – Ellis House and Meadowhawk Lodge
   a. Weddings, events, reunions, meetings, retreats
   b. Brochures

5. Campground, Bunkhouse & Shelter Rentals
   a. Hoover FP, Harris, Other Shelters

6. School and Scout Programs
   a. About the program
   b. Special requests
   c. Teacher training
      i. Upload brochures (annual)

7. Spring and Summer Camps for Kids
   a. 2016 Program Dates & Costs
      i. Upload brochures (annual)

8. Birthday Party Programs (Environmental and Ellis)
   a. Nature & Equestrian Themed
      i. Upload brochures (annual)

9. Equestrian Center Horsemanship Lessons
   a. Fees and charges
      i. Volunteering

10. Natural Beginnings
    a. About the program
       i. Upload 2016 brochure (annual)