

FACILITY USE AGREEMENT

This Facility Use Agreement (the “Agreement”) is made between BIG Gymnastics, Inc., an Illinois corporation, 16W110 83rd St, Burr Ridge, IL 60527, hereinafter referred to as User, and the Village of Romeoville, 1050 W. Romeo Road, Romeoville, Illinois 60446, hereinafter referred to as Village.

WITNESSETH

In consideration of the mutual promises and understandings as hereinafter set forth, it is hereby understood and agreed as follows:

1. FACILITY USE

In consideration of User’s acceptance of the terms and conditions of this Agreement, the Village grants a revocable license for field house and associated conference room use (“Facilities and Equipment”) to User within the Edward Hospital Athletic & Event Center (owned by the Village and located at 55 Phelps Avenue, Romeoville, Illinois) (the “Center”) as described in Exhibit A, a copy of which is attached hereto and incorporated by reference, for the purpose of User’s conduct of a United States of America Gymnastics (USAG) meet event and incidental related matters, on the dates and times as described in Exhibit B, a copy of which is attached hereto and incorporated by reference, and for the term as hereinafter stated in this Section 1. Unless otherwise specified in Exhibit B, on any date reserved to User in Exhibit B, User shall be entitled to access the Center and exclusive use of the field house and associated conference room during the hours from 8:00 a.m. until 10:00 p.m. (Chicago Time). Village may terminate the User’s rights under this Agreement upon written notice to User and/or immediately remove (or have removed) all or any individuals affiliated in any way with User from the Center and the Facilities and Equipment if the Facilities and Equipment are used for any purpose other than the purpose stated above in this Section of the Agreement. It is the understanding of both parties that the facility will be used to host a United States of America Gymnastics (USAG) meet event and incidental related matters for the license term as described more fully in Exhibit B (the “Term”).

2. TERMINATION

Village may, at its option and without limitation of other rights, terminate this Agreement upon written notice to User due to Center conditions determined by the Village to adversely affect the safe use of the Center for the purpose stated above in Section 1, including damage to or nonfunctionality of the Facilities and Equipment. Village has the right, but not the obligation, to monitor the User’s use of the Facilities and Equipment. If Village determines, within its sole and absolute discretion, that User’s continued use of the Facilities and Equipment for any reason poses a risk to the safety of any person, Village may terminate the User’s rights under this Agreement on written notice to User and/or immediately remove (or have removed) all or any affiliated individuals from the Facilities and Equipment.

The parties shall also have such additional rights to cancel or terminate this Agreement as are set forth in Section 9 of this Agreement.

3. STAFFING

Types and levels of staffing provided by Village at the Center during User's usage thereof will be determined by Village in its sole and absolute discretion and will be based on the type of activity planned, the User and its anticipated event attendance, space needs, and staff availability. User will be responsible for providing an on-site event coordinator, who must be on-site at all times during the dates and times outlined in Exhibit B of this Agreement, and also available to the Village by cell phone at all times during the Term of this Agreement. Contact information for the on-site event coordinator shall be as set forth in Exhibit C. User shall also be required to provide additional staffing for its Center events as set forth in Exhibit C.

4. PARKING

Center parking facilities owned and operated by the Village and available for use by User's event participants and attendees are depicted in Exhibit D, a copy of which is attached hereto and incorporated herein by reference. Notwithstanding the foregoing, such facilities are also open to general public parking and accordingly, Village cannot and does not guarantee the availability to of all or any particular portion of any parking facility depicted in Exhibit D, and makes no representation herein about the availability to User of any other parking spaces or facilities in the vicinity of the Center. User also acknowledges that Village, at its discretion, may from time to time impose a fee on prospective users for the use of the Village parking facilities described and depicted in Exhibit D, that such fees, if and when imposed, may apply to User's event participants and attendees, and that the proceeds of such parking fees shall be retained in full by the Village.

5. UTILITIES

Village agrees to provide water, heating, lighting, air conditioning (where available), and access to and use of Center restrooms.

6. RENTAL FEES; ATTENDANCE RECORDS

In consideration of the Village's grant of the license to use the Facilities and Equipment as herein set forth, User shall pay to Village a rental fee as calculated in Exhibit E, a copy of which is attached hereto and incorporated herein, which shall further be due and payable in the time and manner set forth in Exhibit E, together with a Security Deposit, as further set forth in Section 7 of this Agreement. In the event of any termination of this Agreement or of User's license to use the Facilities and Equipment, the Village shall retain all rental fees paid by User as of the date of such termination, and shall have no obligation to refund or return any portion of the same to User.

User acknowledges that it shall keep and maintain reasonably accurate records of the spectators and other persons admitted to attendance at the United States of America Gymnastics (USAG) meet events to be conducted by User at the Center, and that it shall provide copies of such records to the Village for its use in connection with the marketing of the Center for future events and/or to current or future Center sponsors.

7. SECURITY DEPOSIT

The terms of this Agreement are conditioned upon the receipt by Village of a security deposit in the amount set forth in Exhibit E (the "Security Deposit") from User. The Security Deposit shall

be received no later than the date set forth on Exhibit E (the "Deposit Deadline"). In no event shall User be entitled to or have any access to the Facilities and Equipment for the dates and the times set forth on Exhibit B unless and until the Security Deposit is paid in full. If Village does not receive the Deposit on or before the Deposit Deadline, this Agreement shall be null and void without the requirement of any further action by the Village, and the Village shall thereafter be free to grant a license to any other third party potential user of the Facilities and Equipment at such dates and times as it sees fit, including but not limited to the dates and times set forth in Exhibit B. In the event that the User fails to pay any part of the rental fee due to the Village, causes any damage or injury to the Facilities and Equipment, or otherwise breaches any term of this Agreement, the Village shall have the right to apply all or part of the Security Deposit toward any past due rental fee obligations, to the repair of any damage or injury to the Facilities and Equipment, or to the remedy of any other breach of this Agreement. If all or any portion of the Security Deposit is so applied, the User shall, upon notice from the Village, promptly replenish the Security Deposit to its original amount during the Term of the License herein granted. The Village may apply the entire Security Deposit towards any such damages or breaches as herein described, provided, however, that User shall remain liable for the balance of such damages, and provide further, that nothing herein shall not be construed as providing for liquidated damages, nor shall it be construed to limit any other rights or remedies which the Village may have under this Agreement, at law or equity, or otherwise. Any portion of the Security Deposit not applied to any of the items set forth in this Section 7 (including but not limited to then-unpaid rental fees) shall be refunded to the User upon the expiration or termination of this Agreement.

8. INVOICE AND PAYMENT

Village will issue an invoice to User based on the rental fees set forth in Exhibit E. Amounts due in the invoice shall be payable in the time and manner specified in Exhibit E.

9. CANCELLATION FOR CONVENIENCE; TERMINATION FOR CAUSE

A. User Cancellation Without Cause. In the event that User desires to cancel or terminate this Agreement and the license created thereunder prior to the end of the Term, without cause, Village shall retain all sums then having been paid to Village by User, including the Security Deposit, and no refunds of any rental fees paid shall be issued to User. User shall remain liable to the Village for the payment of all rental fees due and owing with respect to dates reserved for User pursuant to Section 1 of this Agreement occurring after the date of such a cancellation or termination. Village shall thereafter have all rights to rent the Center and the Facilities and Equipment on such previously reserved dates as it deems fit at its discretion. In the event Village is able to find a replacement renter for the same facilities utilized by User for the dates and times originally reserved for User occurring after the date of such cancellation or termination, Village shall reduce the amount of User's rental fees due and owing to the Village for such dates by the amount of fees Village is able to recoup by renting out the facilities to another interested party. User shall further be liable to Village for any out of pocket or other reimbursable costs incurred by the Village as a result of or in connection with User's cancellation or termination of the Agreement, and the Village may apply the Security Deposit toward any such costs and toward User's rental fee obligations for rental fees due and owing with respect to dates reserved for User pursuant to Section 1 of this Agreement occurring after the date of such a cancellation or termination, but such application of the Security Deposit shall not otherwise relieve User of any

of its remaining financial obligations to the Village under this Section 9.A. The obligations of User under Section 12 shall survive any such cancellation of this Agreement.

B. Intentionally Omitted.

C. Parties' Right to Terminate for Cause. Village and User shall each have the right to terminate this Agreement upon seven days' prior written notice of any material breach of the provisions of this Agreement committed by the other party, which notice shall specifically describe the breach in question, provided, however, that the party receiving such a notice shall have twenty-one days from the date of the notice to effectuate the cure of the breach described in the notice. If at the end of such twenty-one day period, the party receiving such a notice has failed to cure the breach described in the notice, this Agreement shall terminate and be of no further force and effect without the necessity of any other further action by the parties, except that the obligations of User under Section 12 shall survive any such termination of this Agreement. Notwithstanding the foregoing, the parties acknowledge that the foregoing described right to cure shall only apply to breaches that by their nature, are capable of being cured by the further action of the party alleged to be in breach of this Agreement.

D. Additional Village Right to Terminate Pursuant to Sections 1, 2, 11 or 14 of this Agreement. Notwithstanding any of the preceding provisions of this Section 9, Village and User acknowledge that Village may terminate this Agreement upon written notice to User as more fully set forth in Section 1, 2, 11 or 14 of this Agreement. The obligations of User under Section 12 shall survive any such termination of this Agreement.

E. COVID-19 Public Health Emergency; Applicable Governmental Directives. Village and User acknowledge that as of the date of this Agreement, the State of Illinois is under a gubernatorial disaster declaration related to the COVID-19 pandemic, and is further subject to the provisions of one or more Executive Orders, rules, regulations, directives or guidelines issued by the Governor of the State of Illinois or another local, State or Federal agency that affect, impact or regulate the use of the Facilities and Equipment and Center by User in the manner contemplated by this Agreement. In the event that the said disaster declaration and/or Executive Orders shall be extended to encompass the date of User's proposed usage of the Facilities and Equipment and Center, or if other governmental directives of substantially similar effect shall be issued by any unit of government having jurisdiction (including but not limited to the Village Board of Trustees) that have the effect of regulating, restricting, affecting, limiting or prohibiting User's contemplated use of the Facilities and Equipment and Center on the dates contemplated by this Agreement, Village reserves all rights to cancel this Agreement in whole or in part and to refund to User in connection therewith all monies then paid by User to Village for such cancelled dates under this Agreement, and pursuant to Section 15.B of this Agreement, such payment shall be the sole and total liability that the Village shall have to User in connection with any such termination of this Agreement. The preceding provisions shall apply in like measure to any other public health emergency or other emergency for which a gubernatorial disaster declaration shall be issued.

F. Center Construction Project. Village and User acknowledge that Village has advised user that the Village is presently in the planning and preconstruction stage of a planned expansion of the existing Center (the "Expansion Project"), and that the ongoing progress and conduct of the Expansion Project may affect User access to and use of the Center and the Facilities and

Equipment. To avoid potential conflicts between User's use of the Center and Facilities and Equipment, the Village reserves the right, upon reasonable prior notice, to reschedule one or more dates and times of User's use of the Facilities and Equipment within the Center as otherwise contemplated by this Agreement. Village represents that if necessary as a result of the Expansion Project, it shall use its best efforts with User to agree upon mutually agreeable revisions to User's use of the Center and Facilities and Equipment as otherwise provided in this Agreement, but reserves the right to cancel any scheduled dates and times of User's use of the Center and Facilities and Equipment as otherwise set forth in this Agreement and to issue User a pro rata refund for any cancelled dates and times.

10. DAMAGE TO FACILITIES AND EQUIPMENT

If User or any of User's staff, volunteers, participants, invitees, licensees, or other affiliated individuals on or near the Facilities and Equipment or within the Center as a result of User's use of the Facilities and Equipment under this Agreement causes damage to the Facilities and Equipment or to the Center, other than ordinary wear and tear, User shall be liable for and shall pay any costs associated with repairing the damage and restoring the Facilities and Equipment and the Center to the condition in which they existed immediately prior to the execution of this Agreement. The Security Deposit shall be applied to any costs under this Section and User shall be responsible for any additional repair or restoration costs in excess of the Security Deposit.

11. POLICIES

The grant of the license hereunder to use the Facilities and Equipment is subject to User's obligations to comply with all applicable Village ordinances and policies. Applicable Center rental and usage policies are highlighted in Exhibit F, a copy of which is attached hereto and incorporated herein. User acknowledges that while Village has made every effort herein to provide a comprehensive and current list of all current Village policies regarding Center and Facilities rental and usage, it has been advised that the policies listed in Exhibit F may not represent an exhaustive or complete list of all current policies or ordinances applicable to Center or Facilities and Equipment usage, and that User is solely responsible for reviewing its proposed use of the Facilities and Equipment, and to ensure that such use complies with (or is altered or modified to comply with) all applicable Village policies and ordinances. If any applicable Village policies or ordinances or any applicable State or Federal laws are violated in connection with User's use of the Facilities and Equipment, Village shall have the right to immediately terminate this Agreement and to retain the Security Deposit and all rental fees paid or owing as of the date of such termination. Village shall further be entitled to be paid and User shall be liable for all then-unpaid rental fees calculated in accordance with Exhibit E if Village, through ordinary and reasonable efforts, is unable to find a substitute renter or user of the Facilities and Equipment to take the place of User on the same or substantially similar terms as set forth in this Agreement.

12. INDEMNIFICATION

User shall indemnify, defend (with counsel selected by Village) and hold harmless Village, its elected officials, officers, agents, employees, consultants, volunteers and insurers from and against all costs (including, but not limited to, reasonable attorneys' fees and litigation costs), claims, disputes, litigation and judgments, whether alleging bodily injury or death, property

damage, economic loss or any other harm which arise from or in connection with (i) User's use of the Facilities and Equipment or Center under this Agreement; (ii) actions of User, its officers, agents, members, employees, volunteers, participants, licensees, invitees, and/or affiliated individuals on or near the Facilities and Equipment as a result of User's use of the Facilities and Equipment or Center under this Agreement, provided, however, that this obligation as set forth in this Section 12(ii) shall be limited to actions occurring within or upon the real property comprising the Center and its associated parking areas, as legally described in Exhibit I, a copy of which is attached hereto and incorporated herein by reference; (iii) injuries to the persons or property of User, its officers, agents, members, staff, volunteers, participants, licensees and invitees, and affiliated individuals on the Facilities and Equipment or Center as a result of User's use of the Facilities and Equipment or Center under this Agreement; or (iv) any breach by User of this Agreement.

13. SAFETY AND SECURITY

User shall be solely responsible for the safety of all User officers, agents, members, staff, volunteers, participants, licensees, invitees, and affiliated individuals on or near the Facilities and Equipment or Center as a result of User's use of the Facilities and Equipment or Center under this Agreement, and User assumes sole responsibility for the safety of all User officers, agents, staff, volunteers, members, participants, licensees, invitees, and affiliated individuals on the Facilities and Equipment or the Center as a result of User's use of the Facilities and Equipment or the Center under this Agreement. User is responsible for assessing the safety needs associated with its use of the Facilities and Equipment and Center under this Agreement and for ensuring that proper measures have been taken to address any safety needs or concerns. Village has no obligation hereunder to provide any police or security services specific to the User's contemplated use of the Facilities and Equipment hereunder, but reserves the right at its discretion to require User to pay for the costs of having Village police officers present at User's event(s) to provide a security and crowd control presence, provided that User is notified in writing in advance thereof. User shall ensure that it has at least one staff member trained in CPR and AED operation within the fieldhouse area of the premises at all times during its use of the Facilities and Equipment or Center.

14. INSURANCE

Contemporaneously with its execution of this Agreement, User shall obtain or have in full force and effect Commercial General Liability insurance coverage insuring User, and Village as additional insured, with respect to occurrences on or about the Facilities and Equipment or Center and arising out of the performance of the Agreement or the use of the Facilities and Equipment or Center, with such coverage having combined single limits of not less than \$1,000,000.00 for personal injury and death and property damage per occurrence, and not less than \$2,000,000.00 in the aggregate, which coverage shall specifically refer to this Agreement by written contractual liability endorsement. User shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence. All insurance coverage provided under this Agreement shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the Village, and shall waive any rights of recovery against the Village. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverages required under this Agreement shall be provided to the Village prior to

any provision of services from the Facilities and Equipment or Center by User. User shall provide certificates of insurance demonstrating the foregoing insurance coverage on or prior to its first scheduled usage date of the Facilities and Equipment under this Agreement. In the event that User shall not so provide such certificates of insurance to the Village prior to its first scheduled usage date of the Facilities and Equipment under this Agreement, Village shall have the right to terminate this Agreement upon written notice to User.

15. WARRANTY DISCLAIMER; LIMITATION OF DAMAGES

A. Facilities and Equipment. User has had the opportunity to inspect the Facilities and Equipment and Center and User acknowledges and agrees that the Facilities and Equipment and Center are provided for User's use on an "as is, where is" basis without warranty of any type or kind, express or implied, including any warranty that either is merchantable or fit for User's intended use or for any other particular purpose. User assumes the entire risk that any Facilities and Equipment and Center do not satisfy User's needs or expectations in any respect, regardless of whether any defect or deficiency is caused in whole or in part by Village's negligence or other fault.

B. Limitation of Damages. The Village shall have no liability to the User, any of its officers, agents, members, staff, volunteers, participants, licensees, invitees, and affiliated individuals or any other person or entity under any circumstance for any incidental, special, consequential, punitive or exemplary damages, or for loss of profits, revenues, or other economic loss, regardless of whether or not the Village knew or had reason to know of the possibility of such damages in advance. Without limiting the generality of the foregoing, the Village shall have no liability under any circumstances for breach of this Agreement in any amount which exceeds the total amount of rental fees actually paid to Village by User.

16. ADVERTISING

Village shall have the right to approve any and all of User's advertising or other communications (whether in print or electronic form or otherwise) to the extent that the same make express reference to or use of the names or logos of the Village or the Center or the Facilities and Equipment. User shall not use any logos, marks or other intellectual property of the Village without the Village's prior approval.

17. VENDORS

Village reserves the right to pre-approve the number of vendors and review any merchandise that is to be sold at any of User's events, which shall not be unreasonably withheld, conditioned or delayed. All vendors will be permitted to set up only within the boundaries of the area(s) of the facility rented by User.

18. Intentionally omitted.

19. MISCELLANEOUS REQUIREMENTS

A. No Interest in Property. The License granted by paragraph 1 of this Agreement shall be construed as a privilege extended to the User, and shall not be construed as granting the User any

ownership or leasehold interest in the Facilities and Equipment and Center or any other real property owned by the Village.

B. Legal Compliance. User warrants and certifies that in the performance of this Agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders or ordinances or resolutions of the United States, the State of Illinois, the County of Will and the Village of Romeoville. Village warrants and certifies that in the performance of this Agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders or ordinances or resolutions of the United States, the State of Illinois, the County of Will and the Village of Romeoville.

C. Headings. The headings of the paragraph of this agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe an understanding of parties hereto.

D. Governing Laws. This Agreement shall be deemed to have been executed, delivered and accepted in the State of Illinois and shall be construed pursuant to and in accordance with the internal laws of the State of Illinois, excluding any conflicts of law or choice of law provisions thereof.

E. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties and there are no other agreements, representations, warranties or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless by like instrument.

F. Counterparts. This Agreement may be signed upon by any number of counterparts with the same effects as if the signature to each were upon the same Agreement.

G. Originals. This Agreement may be reproduced by means of carbon, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

H. Waiver. No waiver by either party of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. No covenant, term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

I. Notice. Any notice provided for herein or given pursuant to this Agreement shall be in writing and served on the Village and the User at the following addresses:

Village: Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446

With Copy to: Rich Vogel

Tracy, Johnson & Wilson
2801 Black Road – Second Floor
Joliet, Illinois 60435

User: BIG Gymnastics, Inc.
Attn. Kara Reid
16W110 83rd St, Burr Ridge, IL 60527

With Copy to:

Any notices shall be either (i) personally delivered to the address set forth above, in which case it shall be deemed delivered on the date of delivery to said address; or (ii) sent by registered or certified mail, return requested; or (iii) sent by a nationally recognized overnight courier.

J. Village Signatories. The signatory for the Village to this Agreement is signing in the capacity of an employee and duly authorized representative of the Village, and shall not be personally or individually liable for the performance thereof.

K. Effect of Agreement. The parties acknowledge and agree that the execution of this Agreement by the parties shall serve to terminate the prior agreement between them approved by Village Resolution No. 19-2709, with such termination being effective as of the date of the full execution hereof by the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

“User”

BIG Gymnastics, Inc.

By: _____

Its: _____

Dated: _____

“Village”

Village of Romeoville

By: _____

Its: _____

Dated: _____

EXHIBIT A
FACILITIES AND EQUIPMENT

On the dates and times indicated in Exhibit B, User shall have the sole use of the field house and associated conference room within the Center, unless User shall have canceled or terminated this Agreement as contemplated by Section 9 of this Agreement. User shall be responsible for providing all gymnastics equipment, scoring equipment, timekeeping equipment, water dispensers, spectator seating (if needed), and any other equipment necessary for conducting the United States of America Gymnastics (USAG) meet event.

EXHIBIT B

Pursuant to Section 1 of the Agreement, and subject to cancellation or termination of the Agreement as provided for therein, the Village hereby reserves to User the field house and associated conference room within the Center on the dates and times hereinafter set forth. Such dates and times shall be collectively referred to herein as the Term, as set forth in Section 1 of this Agreement.

Dates:

February 12 through February 14, 2021

February 11 through February 13, 2022

Times:

From 8:00 a.m. until 10:00 p.m. (Chicago Time) on each date

EXHIBIT C

EVENT COORDINATOR CONTACT INFORMATION

An event coordinator must be provided by User and in attendance for the entirety of the rental period. This person shall serve as the main point of contact for any questions or concerns that may arise during the event.

Event Coordinator

Name:

Position:

Address:

Cell Phone Number:

Email address:

ADDITIONAL STAFFING REQUIREMENTS

User shall provide one adult chaperone age 18 or older for every 10 participants in User events under the age of 18. The parties agree that the coach for each participating team is deemed the chaperone for the participants.

EXHIBIT D

FACILITY PARKING AVAILABLE TO USER AND GUESTS

EXHIBIT E

SCHEDULE OF DEPOSITS AND FEES

A. Security Deposit. Not later than thirty days prior to the commencement of User's use of the Facilities and Equipment in any given year during the Term, User shall pay to Village a security deposit in the amount of \$ 2,500.00 to be held by Village and used by Village in accordance with Section 7 of this Agreement.

B. Rental Fees—Original Terms—No COVID-19 Restrictions/Mitigations. For the use of the Facilities and Equipment on the dates and times shown in Exhibit B, User shall pay a rental fee in the amounts set forth below:

February 12 through February 14, 2021--\$17,250.00

February 11 through February 13, 2022--\$17,750.00

The pricing above is for a one (1) day of set-up, three day meet in the fieldhouse plus the conference room, consisting of \$17,250.00 plus \$2,500.00 security deposit for year 2020 and 2021, and consisting of \$17,750 plus security deposit for year 2022.

Village acknowledges that User may, with reasonable notice to Village, instead elect to conduct a one (1) day of set-up, two (2) day meet in the fieldhouse plus the conference room, and in such a case, the pricing would instead consist of \$11,500.00 plus security deposit of \$2,500.00 for year 2020 and 2021, and \$12,000.00 plus \$2,500.00 plus security deposit for year 2022.

The parties acknowledge and agree that the foregoing reflect the rental fees and terms of their prior Agreement approved by Resolution 19-2709, and that the parties intend to proceed in accordance with the foregoing terms, but only in the event that User can conduct its contemplated usage of the Facilities and Equipment as contemplated by the prior Agreement approved by Resolution 19-2709 without violation of COVID-19 Executive Orders or other governmental rules, regulations or requirements relating to COVID-19, and that Village can likewise provide the availability and usage of the Facilities and Equipment as contemplated by the prior Agreement approved by Resolution 19-2709 without the same without being in violation of COVID-19 Executive Orders or other governmental rules, regulations or requirements relating to COVID-19.

C. Rental Fee Adjustment-- COVID-19 Restrictions/Mitigations. The parties acknowledge that as of the date of this Agreement, the Facilities and Equipment cannot presently be used or provided for use under the presently applicable Executive Orders and related regulatory guidelines issued by the State of Illinois, and that substantial uncertainty exists as to whether, when and to what extent the Facilities and Equipment shall become available for use and to be provided for use to an extent that would allow User to make reasonable use of the Facilities and Equipment, but to an extent less than the use of the Facilities and Equipment as contemplated by the prior Agreement approved by Resolution 19-2709. In the event that during the term of this Agreement, the then applicable Executive Orders and related regulatory guidelines issued by the State of Illinois shall allow User to make reasonable use of the Facilities and Equipment for its

contemplated purposes, but to an extent less than the use of the Facilities and Equipment as contemplated by the prior Agreement approved by Resolution 19-2709, and allow Village to provide the Facilities and Equipment to User for such use, then in that event, the parties agree that the rental fee for a two-day meet would be adjusted to \$8,625.00 and the rental fee for a three day meet would be adjusted to \$12,900.00. These fees would be payable and the Facilities and Equipment made available as otherwise set forth in this Agreement, including Section B above of this Exhibit E.

EXHIBIT F

VILLAGE OF ROMEOVILLE RECREATION DEPARTMENT EDWARD HOSPITAL ATHLETIC AND EVENT CENTER RENTAL POLICIES AND RULES

1. AUTHORITY

The Village of Romeoville Recreation Department (“Department”) is hereby authorized to issue permits, post notices, or take any other action required hereby, subject to the guidelines hereinafter set forth, all with respect to the use and operation of the Edward Hospital Athletic and Event Center (the “Center”).

- A. The Department shall have the authority to schedule and contract for all rentals of or uses of the Center for any events or activities, and to promulgate and issue permits therefor and collect such fees therefor as established by the Department from time to time in accordance with the following guidelines:
 - a. That no person be discriminated against because of race, sex, creed, color or national origin, or other status as protected by Federal or State statute.
 - b. That the proposed use or activity will not reasonably interfere with or detract from the use of the Center by other authorized or permitted users.
 - c. That the proposed use or activity is not reasonably likely to result in violence or in serious harm to property or persons.
 - d. That the proposed activity or use will not entail extraordinary expense or operation costs by the Department or expose it to unusual or extreme liability.
 - e. That the area of the Center desired has not been reserved for another activity at the same time.
 - f. That the proposed activity is not reasonably expected to detract from the promotion of public health.
 - g. That the proposed activity is reasonably compatible with the facilities available within the Center and that it is not reasonably expected to cause irreparable harm or damage thereto.
- B. The Department may impose reasonable restrictions in connection with the rental or use of the Center including, but not limited to, any of the following:
 - a. Restricting the open dates for reserved area use, the length of time an area will be held for reserved use, the use of sound and energy amplification devices, amusement devices, the number of persons present, the location and type of any

temporary equipment or, the use of shelters or structures, the type and location of sports and games, or any other activity which appears likely to create a risk of unreasonable harm to the use and enjoyment of the Center by others or of damage to Department property.

- b. Requiring proof of and establishing the amount of liability insurance required, and requiring a hold harmless agreement, and requiring a certificate of insurance naming the Department as an additional insured when the activity is deemed by the Department to require such.
 - c. Requiring the name, address, telephone number and driver license number of a legal adult responsible for the use and activity requested as well as name, address and telephone number of the group represented by the applicant.
 - d. Requiring that the applicant furnish, or the Department furnish at a cost to the applicant, additional approved security personnel at the applicant's expense, such personnel to act in accordance with requirements determined by the Department.
 - e. Requiring the applicant to furnish participant releases and waivers in such form as the Department shall from time to time require.
- C. All applications for permits required or issued by the Department for the rental or use of the Center shall be delivered at the Department, on a first-come, first-served basis beginning the first working day of each calendar year. All applications for permits shall be submitted at least seven days in advance of the earliest requested date, provided that the Department may waive the seven day time period in the interest of public health or safety or for such events that are of a significant civic nature.
- D. The Department is authorized to seek reasonable information regarding any proposed use, activity or privilege and require a record of such information on a permit application.
- E. No person shall misrepresent, falsify or withhold any required information.
- F. No person granted a permit shall violate the requirements, terms, conditions, restrictions or rules of such permit, or the applicable ordinances of the Village.
- G. The Village may establish such rental, permit or other fees in connection with the use of the Center as it deems proper and may change them from time to time.
- H. No person shall obtain or use any permit without first having paid the fee established by ordinance for such permit.
- I. All designated areas or facilities and all permit restrictions, rules and regulations, or conditions are subject to review at any time by the Department. Any aggrieved person shall have the right to petition the Department, in writing, regarding denial or

restriction of use or activity and such petition shall be heard and resolved by the Department.

J. Department programs and permits have priority for all facilities.

2. INSURANCE

The Department provides no health/accident insurance for groups using its facilities. As determined by the Department or by the terms of any rental agreement between the Village and a user of the Center, groups must provide a Certificate of Insurance, showing sufficient coverage and name the Department as an additional insured by written endorsement.

3. RECREATION DEPARTMENT EQUIPMENT

The Department staff must be contacted a minimum of five days prior to rental to review set up instructions for any equipment used in connection with a rental. Equipment borrowed from the Department must be returned/put back by the end of your rental.

4. CONDUCT AND SUPERVISION

A. Youth activities require one chaperone (18 years or older) to every 10 youths (under the age of 18). All children in attendance must remain in the rented area. Children are not allowed to remain unsupervised in any area of the building.

B. The applicant must be present during the entire rental period and stay until all guests have departed. The applicant is responsible for the conduct of their invited guests and for any damage and negligent breakage that occurs to the building, grounds and equipment.

C. It is understood that the applicant and their guests will comply with the rules, regulations and ordinances of the Department, Village of Romeoville and the State of Illinois in the use of the facility.

D. The applicant, his/her organization and members agree to release the Department from all liability in connection with the use of the Department property and/or facilities. Individual participant releases and waiver forms will be required of all participants or users of the Center.

E. Staff members are empowered to restrict a group's use of the facility and protect the Department property from the applicant and their guests due to misconduct before, during and after the rental time has expired. Should guests become unruly, in the sole discretion of Department staff or contracted Center management staff and a determination is made to terminate the event, the applicant will abide by the decision and the applicant and guests will leave the Department premises immediately and no refund of the rental or security deposit will be given.

F. The Department shall not be liable for any damages for its failure to perform due to circumstances beyond its control, including, but not limited to, fire, storm, earthquake, explosions, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, equipment failures, building failures, or acts of God/nature. The Department will make every attempt to contact the applicant immediately if the Center is unusable due to uncontrollable circumstances.

G. The Department is not responsible for loss, theft or damage of personal property or equipment.

H. The Center is to be left free of debris. All debris is to be deposited in trash receptacles.

I. All vehicles are restricted to the parking lot only.

J. Any electrical, motorized equipment or temporary facilities or equipment brought onto the Department property must be disclosed and authorized on the rental request form.

K. All organizations renting the Center from the Department for the purposes of providing supervision, training, instruction or assistance with physical fitness or athletic activities must ensure that a trained CPR/AED responder is on the premises at all times.

L. Any user group wanting to sell merchandise of any type must note this on their permit request form. There may be additional fees/policies for the right to conduct sales. No applicant or user shall be authorized to sell concessions, food or beverages within the Center except as authorized by the Village.

Renter has read and has been made aware of the Edward Athletic and Event Center Facility Rental Policies and Rules. The Village of Romeoville reserves the right to enforce all policies and rules listed herein. Renter acknowledges his or her responsibility to use reasonable care to ensure that all event agents, participants, and invitees adhere to such policies. In the event Renter or Renter's agents, participants, or invitees fail to adhere to such policies, Village reserves the right to revoke Renter's rental agreement for any future events, or deny Renter from entering into any additional rental agreements with the Village in the future.

Signed: _____

Position: _____

Date: _____

Exhibit G

PROPOSED VENDOR INFORMATION

<u>Name of Vendor</u>	<u>Contact Person & Contact Information</u>	<u>Description of Items for Sale</u>
	Name of Contact: Business Address: Phone Number:	
	Name of Contact: Business Address: Phone Number:	

	Name of Contact: Business Address: Phone Number:	
	Name of Contact: Business Address: Phone Number:	

Exhibit H

Intentionally Omitted

EXHIBIT I

Legal Description of Center and Center Parking Area:

LOT 3 AND LOT 4 OF THE UPTOWN SQUARE RESUBDIVISION, RECORDED AS DOCUMENT R2015-058376, BEING A RESUBDIVISION OF PART OF BLOCK 2 IN THE PARKDALE SHOPPING CENTER SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34 AND PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 27, ALL IN TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE TOWNSHIP, WILL COUNTY, ILLINOIS.

PINs: 12-02-34-115-001-0000 & 12-02-34-115-003-0000