

AGREEMENT TO RESCIND AGREEMENT DATED 12/18/2013 BETWEEN THE VILLAGE OF ROMEOVILLE AND INDOOR SPORTS MANAGEMENT GROUP LLC AND TO PROVIDE FOR STAFFING AT THE EDWARD ATHLETIC AND EVENT CENTER

RECITALS:

WHEREAS, the Village of Romeoville ("Village") and Indoor Sports Management Group, LLC ("ISMG") entered into a certain Facility Management Agreement (the "Prior Agreement") dated as of December 18, 2013 and approved by Village Resolution No. 13-1761; and

WHEREAS, the Prior Agreement provided that ISMG would operate, manage, and provide programming for a certain recreational and athletic complex then under construction and since completed and known as the Edward Athletic and Event Center ("Center"), that is owned by Village; and

WHEREAS, the parties acknowledge that the terms and conditions of the Prior Agreement no longer accurately represent the parties' course of dealing with one another in connection with the operation and management of the Center and the provision of programming for the Center; and

WHEREAS, the parties further desire to enter into an agreement (this "Agreement") that accurately sets forth the terms and conditions that the parties desire to govern their ongoing business relationship, and that rescinds the provisions of the Prior Agreement.

NOW, THEREFORE, Village and ISMG hereby agree as follows:

1. RECITALS.

The foregoing recitals shall be incorporated into this Agreement by this reference.

2. RESCISSION OF PRIOR AGREEMENT.

The Village and ISMG hereby rescind the Prior Agreement. As of the date on which the corporate authorities of the Village adopt legislation approving the execution of this Agreement (the "Effective Date"), the Prior Agreement shall become null and void and of no further force or effect whatsoever, except that ISMG's obligations to indemnify the Village as set forth in Article 7.1 of the Prior Agreement shall be expressly excluded from and shall survive the foregoing rescission of the Prior Agreement with respect to claims arising from and after December 18, 2013 up to and including the Effective Date, and except as otherwise set forth in the provisions of Section 7.I. of this Agreement concerning the Village's continuing rights to terminate this Agreement based upon the occurrence of or discovery of conduct that constituted a breach of the Prior Agreement. ISMG's obligations

to indemnify the Village as set forth in Article 7.1 of the Prior Agreement are expressly acknowledged by ISMG to include, but not be limited to, the obligation to indemnify the Village of and from any and all liability or claims of liability asserted by third parties arising from, founded upon or otherwise related to allegations and theories of liability stemming from any breach or alleged breach of the Prior Agreement.

3. ISMG RESPONSIBILITIES; COMPENSATION.

A. From and after the Effective Date, ISMG shall be responsible to provide the following services with respect to the operation of the Center:

1. Staffing. ISMG shall provide the Village with the personnel necessary to the day to day operations of the Center, including an onsite Center manager, front desk staff, and Center operations staff, to perform the functions as set forth in Exhibit A, a copy of which is attached hereto. The required number of personnel and the days and hours during which such personnel shall be required to be present and working at the Center is likewise set forth in Exhibit A. All personnel provided by ISMG hereunder shall be and at all times remain employees of ISMG, and ISMG shall solely be responsible for the terms and conditions of the employment of such personnel, for providing such personnel with compensation and benefits, and for all other financial responsibilities of the employer-employee relationship, including but not limited to payroll taxes, Social Security taxes, unemployment taxes, and worker's compensation insurance. All staff employed by ISMG shall be trained to provide CPR, and shall be subject to a background check, the results of which shall be satisfactory to the Village and which would render the staff member in question eligible for comparable Village employment. In the event that the Village requests ISMG to provide additional staffing beyond that set forth in Exhibit A, ISMG shall honor the request and provide the staffing so requested, and shall be entitled to invoice the Village for the cost of the same, provided, however, that the Village shall have no obligation to reimburse ISMG for such additional staffing in any amount that would reflect an hourly wage rate for such additional staffing in excess of \$20.00 per hour per additional staff person. Village shall pay such invoices by adding the amounts thereof to the next monthly compensation payment due to ISMG under Section 3.B. hereunder which is due neither less than thirty (30) nor more than sixty (60) days after the Village's receipt of the invoice in question. To promote a professional appearance for ISMG's Center staff, ISMG shall require its staff to adhere to a dress code consisting of khaki colored pants, and a uniform shirt bearing an ISMG logo; the Village shall have the right to review and approve the terms of any agreement with a third party by which ISMG procures such uniform shirts to the extent that such agreement provides for or purports to provide for the provision of any form of promotional space, signage or other consideration within the Center, and no such Agreement shall be permitted to have a term extending beyond the term of this Agreement.

2. Basic Custodial Services. ISMG shall contract with a provider of basic custodial services for the Center. The scope of such basic custodial services shall be as set forth in Exhibit B hereto, and shall be provided on a four days per week basis. The contracted custodial services provider shall be responsible for providing at its cost and

expense all supplies and consumables used by the custodial services provider in connection with the provision of basic custodial services as herein contemplated.

3. Basic Concession Stand Operations. ISMG shall operate the concession stand within the Center consistent with the guidelines set forth in Exhibit C, and shall be responsible to provide all food and consumable products required in connection therewith at its sole cost and expense, and to retain all revenues resulting from such operation of the concession stand, subject to (a) the provisions of Section 3.B of this Agreement, and (b) the Village's right to operate the concession stand as hereinafter set forth in Section 4.F. of this Agreement. Any sale of alcoholic beverages by ISMG from the concession stand shall be subject to the issuance of a license therefor by the Village, and to the applicable ordinances of the Village and laws of the State of Illinois.

4. Insurance Coverage. Not later than contemporaneously with the Village's approval of this Agreement, ISMG shall obtain policies of insurance providing the coverages and limits reflected in Exhibit D of this Agreement, and shall cause the Village to be named as additional insured under all such coverages by written endorsement. Such coverage shall also provide that it shall not be canceled except upon thirty (30) days' prior written notice to the Village. ISMG shall be responsible to maintain all coverage required hereunder in full force and effect during the term of this Agreement. Upon ISMG's presentation to the Village of satisfactory proof of its full payment of the amount of the invoice for such insurance coverage, the Village shall reimburse ISMG for the amount of such insurance invoice, with such reimbursement payment to be made contemporaneously with the next monthly compensation payment due to ISMG under Section 3.B. of this Agreement.

5. License. Village hereby grants ISMG a nonexclusive license to occupy the Center for the sole purpose of performing its obligations under this Agreement. Such license shall terminate upon the expiration or earlier termination of this Agreement. The license shall terminate upon the expiration or earlier termination of this Agreement.

B. In consideration of the services to be provided hereunder by ISMG, the Village shall pay to ISMG annual compensation in the amount of \$350,000.00, payable in equal monthly installments of \$29,166.67, provided, however, that from each equal monthly installment, the Village shall be entitled to deduct (a) the sum of \$750.00 per month, representing a rental charge for ISMG's use and operation of the concession stand, as set forth in Section 3.A.3 of this Agreement and (b) the sum of \$1,725.00 per month, representing reimbursement to Village of amounts owed to Village to ISMG under the Prior Agreement as of the date immediately prior to the Effective Date, as further set forth in Section 5 of this Agreement.

C. ISMG shall perform its obligations under this Agreement in compliance with all applicable ordinances of the Village, and with applicable State and Federal laws and regulations.

4. VILLAGE RIGHTS AND RESPONSIBILITIES.

A. Center Repair and Maintenance; Additional Cleaning; Other Miscellaneous Center Expenses. Except for those costs and expenses expressly assigned to ISMG under the provisions of Section 3.A. of this Agreement, the Village shall be responsible for all other costs and expenses associated with the operation of the Center, including but not limited to maintenance and repair of the Center and of personal property equipment within or used in connection with the operation of the Center, and additional cleaning required or desired by the Village in excess of the basic custodial services to be provided by ISMG under Section 3.A.2 of this Agreement.

B. Scheduling and Conduct of Center Rentals and Events. The Village shall have the sole right under this Agreement to approve the rental of the Center or any portion thereof, the conduct of events at the Center, and the scheduling of any such rentals or events, except that ISMG may approve and schedule Center rentals or events involving a total rental fee not in excess of \$1,000.00, where the rental or event is proposed to be scheduled on Monday through Thursday. ISMG may accept inquiries concerning prospective Center rentals or events involving total rental fees in excess of \$1,000.00 or proposed to be scheduled on Friday through Sunday, but shall promptly forward all such inquiries to the Director of the Village Department of Parks and Recreation or her designee for review and consideration. All forms used in connection with the conduct or scheduling of Center rentals or events shall be prepared by and approved by the Village, and all rentals of and events at the Center shall be subject to all applicable Village ordinances and policies.

C. Policies Applicable to Center Rentals and Events. The Village shall retain the sole right and authority to establish and modify the policies and the terms and conditions applicable to the rental of the Center or the conduct of events at the Center, whether by ordinance, or by order or direction of the Village Manager or the Village Director of Parks and Recreation. Without otherwise limiting the generality of the foregoing, Exhibit E sets forth a non-exhaustive list of policies applicable to the operation of the Center that address a number of frequently anticipating or occurring issues. ISMG shall comply with all Village ordinances and policies applicable to the Center and its use, rental and operation, including but expressly not limited to those set forth in Exhibit E. The foregoing authority of the Village includes but is not limited to the right to establish and modify the fees and charges to be imposed in connection with the rental of the Center or the conduct of events at the Center, and to require all participants or users of the Center to execute a participant waiver and release in a form acceptable to the Village.

D. Alterations to Center. ISMG shall not make any alterations, modifications or changes to the Center or any Center equipment or facilities without the written approval of Village, including but not limited to the issuance by Village of any and all permits required in connection therewith under the applicable ordinances of the Village.

E. Center Equipment and Personal Property. The parties acknowledge that all equipment and personal property of any type, nature or kind located within or used in connection with the operations of the Center is and shall remain owned by the Village, and that ISMG shall have no claim of ownership to or of any right, title or interest therein.

F. Village Concession Stand Operation. The parties acknowledge that notwithstanding ISMG's right and obligation to operate the concession stand in the Center as set forth in Section 3.A.3. of this Agreement, the Village retains the right to operate the concession stand at dates and times of its choosing upon notice to ISMG in connection with Village sponsored or sanctioned events, and, notwithstanding any contrary provision of Section 3.A.3., to operate the concession stand in connection with or during any Center activity or event sanctioned or sponsored by the Village. Village shall supply all food and consumables in connection therewith and shall retain all revenues from its operation of the concession stand. Additionally, in connection with rentals of the Center for particular events, the Village shall have the right to contract with renters to allow for third party food vendor use of the concession stand, and to retain all revenues resulting therefrom.

G. Center Revenues; Deposits for Center Rentals/Events. As of the Effective Date, all payments owed by any party with respect to the use of the Center, the rental of the Center or any part thereof, the conduct of any activity or event at the Center, or otherwise in connection with the use or operation of the Center (including but not limited to any deposits required in connection therewith) shall be due and payable to the Village, and shall not be payable to ISMG, regardless of whether the obligation to make such payment arose during the term of the Prior Agreement or during the term of this Agreement. ISMG agrees that it shall direct all such parties owing such payments to the Village for remittance directly to the Village, or that it shall promptly account for and remit to Village any payments accepted by ISMG Center staff at the Center. Village and ISMG acknowledge that ISMG shall only be authorized to accept payment for Center rentals and events that ISMG is authorized to schedule and approve under Section 4.B hereof. Village and ISMG further acknowledge that deposits held by ISMG as of the Effective Date with respect to Center rentals, events or activities scheduled to be held after the Effective Date shall be refunded to the depositing party, upon the condition that the depositing party shall thereafter redeposit the amount in question with the Village, or that such deposits shall otherwise be transferred to the Village.

H. Marketing, Media and Promotion. The Village shall have the sole right and authority to market and promote the Center and its use and programs, and to portray the same in any form of media, regardless of the form of the media in question. Consistent therewith, ISMG shall cooperate with the Village to promptly transfer control over the Center website <http://www.romeovilleathleticcenter.com/index.html> to the Village.

5. SETTLEMENT OF ACCOUNTS UNDER PRIOR AGREEMENT.

Village and ISMG acknowledge that prior to the execution of this Agreement, each of them claimed to be owed various sums from the other arising out of the several provisions of the Prior Agreement, and that they mutually desire to settle and compromise all of such claims within this Agreement. Accordingly, and as the full and complete settlement of all financial claims and obligations of the parties arising from the provisions of the Prior Agreement (expressly excluding any claims that the Village has or may have in the future for indemnification under the provisions of Article 7.1 of the Prior Agreement as

contemplated by Section 2 of this Agreement), ISMG agrees that it owes the net amount of \$41,400.00 to Village, and that it shall pay such amount to Village by consenting to the deduction of the amount of \$1,725.00 per month from the monthly compensation payment otherwise due and payable to ISMG, as set forth in Section 3.B. of this Agreement.

6. INDEMNIFICATION.

ISMG shall indemnify, defend and hold harmless the Village and its officers, officials, employees, agents, servants, consultants and representative (the "Village Indemnitees") of and from any and all claims, demands, damages, liabilities, actions, judgments or assertions of liability of any nature or kind whatsoever made by any third party, whether at law or in equity, including but not limited to attorneys' fees, expert witness fees, engineering fees, consultant fees and court costs (whether or not litigation ensues in relation thereto) arising out of, relating to, resulting from or caused by ISMG or its officers, board members, owners, employees, agents, servants, representatives, contractors or subcontractors in connection with the performance of its obligations under this Agreement, its breach of any obligations owed to the Village under this Agreement, or the performance of any action prohibited to ISMG by this Agreement, except to the extent that the same arise from the intentional or willful misconduct of the Village Indemnitees. In the event the Village or any of the Village Indemnitees is made a party to any such event or proceeding identified herein, such Village Indemnatee shall promptly notify ISMG in writing thereof and ISMG shall thereafter indemnify, defend and hold harmless the Village Indemnatee, individually and collectively, from any such event or proceeding, and such indemnification obligation shall include, but not be limited to, the obligations to pay all judgments, comply or bear the cost of the Village Indemnitees' compliance with all orders, injunctions, decrees or other like enforcement provisions directed against the Village Indemnitees and to pay all costs and expenses of every nature and kind arising therefrom. It is expressly understood that the Village shall have the right to employ all such attorneys to represent the Village. The Village shall have the right to appeal to the courts of appellate jurisdiction any judgment taken against the Village in this respect. The parties agree this indemnification provision shall be liberally construed in favor of the Village and this Section and the indemnification and hold harmless agreements contained herein shall survive any determination by a court of competent jurisdiction of the invalidity of this Agreement, the expiration of this Agreement, or the termination of this Agreement for any reason.

7. MISCELLANEOUS.

A. The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

B. The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement

or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

C. This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements (including the Prior Agreement), negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall only be amended or modified by a writing signed by both parties, as authorized by a resolution of the corporate authorities of the Village.

D. If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

E. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

F. The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

G. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

H. Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows (or to such other address as shall be specified to the other parties hereto by such party in writing). All Notices sent in compliance with the provisions of this Section 7.H. shall be deemed effective as of the date of mailing or personal service.

If to the Village, or the corporate authorities:
VILLAGE OF ROMEOVILLE
1050 W. Romeo Road
Romeoville, Illinois 60446
Attention: Village Manager

With a copy to the Village Attorney:

RICHARD E. VOGEL
Village Attorney
Tracy, Johnson & Wilson
2801 Black Road
Joliet, Illinois 60435

If to ISMG:
ISMG
Attn.: Fred Barofsky
Edward Hospital Athletic and Event Center
55 Phelps Avenue
Romeoville, IL 60446

With a copy to:

I. This Agreement shall expire and terminate on May 1, 2019, unless sooner terminated in accordance with the provisions of this Agreement. Village and ISMG shall both 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 ISMG under Sections 2 and 6 shall survive any such termination of this Agreement. Additionally, the Village shall further have the right to terminate this Agreement upon seven days' prior written notice to ISMG in the event that the Village determines or discovers the existence of actions by ISMG during the term of the Prior Agreement that constituted breaches of the terms of the Prior Agreement at the time of the occurrence thereof, it being acknowledged by ISMG that the Village's determination or discovery that ISMG breached the Prior Agreement during the term thereof shall be deemed to constitute a material breach of this Agreement; in the event that the Village exercises its termination rights under the preceding clause, ISMG shall not have any right hereunder or otherwise to cure such a breach, and the Village's termination of ISMG shall be final. The Village shall further have the right to terminate this Agreement upon notice to ISMG in the event of any loss, casualty or other damage to the Center that it deems to materially prevent the use of the Center or any significant portion thereof without the rebuilding, repair or replacement of the Center. In the event of any termination of this Agreement prior to the expiration thereof, ISMG shall be entitled to receive a prorated portion of its compensation payable under Section 3.B. of this Agreement, provided, however, that the Village shall be permitted to deduct therefrom in

one lump sum the then-remaining balance of the sum owed to the Village by ISMG pursuant to Section 5 of this Agreement. Upon the expiration or termination of this Agreement, ISMG shall peacefully surrender the possession and occupancy of the Center and all facilities, equipment and personal property of the Village therein, to the Village.

J. The sole and exclusive venue for any disputes arising under this Agreement shall be in the Circuit Court of Will County, Illinois. This Agreement shall be subject to and governed by the laws of the State of Illinois.

K. This agreement shall not be deemed to constitute or create any partnership, agency relationship or joint venture between the parties.

IN WITNESS WHEREOF, the Village and ISMG have executed this Agreement as of the Effective Date.

Effective Date: _____

“Village”

Village of Romeoville

By: _____
Mayor John D. Noak

Attest: _____
Dr. Bernice Holloway

“ISMG”

Indoor Sports Management Group, LLC

By: _____

Attest: _____

EXHIBIT A—MINIMUM ISMG REQUIRED STAFFING SCHEDULE

Staffing

Adequate staff shall be provided for all program and events as needed. In addition, the following staff levels shall be required on a daily basis.

Monday through Friday

1 – Front desk employee 9a.m. – 8p.m.

1 – General Worker required from 2 p.m. to closing every Monday through Friday, and from 9 a.m. to 2 p.m. on an as-needed basis (i.e., if Center is being rented or used for an event during this time frame). General worker duties shall include the responsibility to

perform basic custodial functions during Center operating hours as the same shall be needed.

1 – Manager to be on duty full time from 9 a.m. to 5 p.m.; Additional manager to be on duty from 5 p.m. to closing

Saturday and Sunday

1 - Front Desk Staff 9am – 2pm

1 - Manager (open to close)

1 - General workers (open to close) – 1 additional general worker from 2PM to close (if there are no events scheduled or no duties remaining, management has the right to send that employee home if warranted)

EXHIBIT B—SCOPE OF BASIC CUSTODIAL SERVICES

Basic Custodial Services

The contracted service shall provide its own cleaning supplies.

Contracted Services 4 x Week shall include:

- Clean and sanitize all 6 bathrooms including counters, mirrors, urinals, toilets, dispensers, sweep/mop floors and removing trash
- Clean and sanitize water fountains
- Wipe down elevator panels and door
- Spot clean all reachable windows and glass display cases (34 windows and 6 display cases)
- Spot clean staircase in main entry

EXHIBIT C—GUIDELINES FOR ISMG CONCESSION STAND OPERATION

ISMG shall have the right to operate the concession stand at times and with menu items determined in its discretion, provided, however, that the Village shall have the right, upon seven (7) days' prior notice to ISMG, to direct ISMG to open and operate the concession stand in connection with particular events and programs. ISMG shall also be permitted to contact parties renting at the Center to offer concession stand services in connection with the parties' Center rentals. ISMG shall provide all food and consumables in connection with such operation of the concession stand and shall retain all revenues resulting therefrom, in accordance with Section 3.A.3. of this Agreement. ISMG shall be responsible for a monthly concession stand rental fee payable to the Village as set forth in Section 3.B. of this Agreement.

ISMG's concession stand operation rights shall be subject to the Village's exercise of its concession stand operation rights under Section 4.F. of this Agreement.

EXHIBIT D—ISMG REQUIRED INSURANCE COVERAGES AND LIMITS

ISMG shall provide at its expense the insurance coverages and limits set forth below. By executing this Agreement, ISMG certifies and warrants that the following insurance coverages are and will be in full force and effect at all times during the term of this Agreement, and that the Village together with its officers, agents and employees have been named as primary, non-contributory additional insureds to the extent applicable under each (except for the Workers' Compensation Coverage):

Worker's Compensation and Employers' Liability

Worker's Compensation:

Statutory Limits:

Employers' Liability:	\$500,000
Each Accident	\$500,000
Disease – policy limits	\$500,000
Disease – each employee	\$500,000

Broad Form Comprehensive General Liability - \$1,000,000 per occurrence \$2,000,000 aggregate, combined single limits with the coverage to include, but not necessarily be limited to, premises operations; contractual; independent contractors; owner's and contractor's protective; personal injury (including, but not limited to, libel, slander, defamation of character and liquor license liability) also including sexual molestation and abuse.

Excess Liability – Umbrella Form - \$1,000,000 each occurrence; \$1,000,000 aggregate; including sexual molestation and abuse.

The General Liability and Umbrella policies are both primary and non-contributory.

Employment Practices Liability - \$1,000,000 to include 3rd party.

Professional Liability - \$1,000,000

Evidence of Crime - \$1,000,000

Operator shall obtain and maintain liability, workers' compensation and other appropriate insurance on behalf and naming the Village together with its officers, agents, employees as an additional non-contributory insureds.

Dram Shop Insurance if alcohol is sold.

All of the insurance coverage required by this Agreement shall be in full force and effect prior to the Operator occupying the Facility, and Operator hereby agrees to maintain all such coverage throughout the entire term of this Agreement. Such Insurance company (or companies) shall be authorized to sell insurance in the State of Illinois and have a rating of A- VII or better as listed in A.M. Best's Insurance Guide.

EXHIBIT E—NONEXCLUSIVE LIST OF VILLAGE ORDINANCE AND POLICY
REQUIREMENTS APPLICABLE TO CENTER OPERATIONS, RENTALS, EVENTS,
USAGE AND PARTICIPANT CONDUCT

VILLAGE OF ROMEOVILLE RECREATION DEPARTMENT

EDWARD HOSPITAL ATHLETIC AND EVENT CENTER RENTAL, EVENT AND
USAGE POLICIES AND RULES

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.
- 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. PROCEDURE

A. A person must fill out a rental request form completely and return it to the Department along with a security/damage deposit of ___% of the charge, but in no event more than \$_____. The rental request form must be signed by an adult who assumes responsibility for the rental and associated activity. The Department will review the application. If it is approved, a rental confirmation and rental agreement will be sent within 5 to 7 working days. If it is denied, the person will be contacted as soon as possible.

B. The Rental Agreement must be signed and returned, along with the proper payment within 7 business days after the Agreement is sent, to secure the reservation. **RENTALS WILL NOT BE RESERVED WITHOUT PAYMENT AND A FULLY COMPLETED RENTAL AGREEMENT.**

Affiliate: Non-profit groups and/or civic organizations affiliated through agreement with the Department, whose usage is not for the purpose of making a profit or charging a donation.

Resident: Individuals residing within the Village of Romeoville boundaries. For purposes of these rules and regulations, Department members acting on behalf of the Village are also treated as residents.

Non-Resident: Individuals not residing within the Village of Romeoville boundaries.

3. INSURANCE

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

4. 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.

5. CANCELLATION AND REFUND POLICY

Rental times must be cancelled within _____ business days or more prior to the rental date(s) in order to receive a refund. If the rental is cancelled less than _____ days before the rental date, rental fees and the security deposit will be forfeited unless the rental time is filled by another renter. Business days will be considered Monday-Friday, 9:00 am to 5:00 pm.

A full refund (minus a \$10.00 service fee) will be given if the renter changes his/her mind within the first three days of signing a rental agreement.

All payments made less than 14 days prior to the rental date must be paid in cash or credit card.

The security deposit will be returned if there is no damage to the rented area, no excessive clean-up is required, and the area was only used during the specified hours. Any custodial service required will be charged at the rate of \$35.00 per hour and deducted from the security deposit.

6. CONDUCT AND SUPERVISION

A. Youth activities require one chaperone (17 years or older) to every 10 youths (under the age of 10). 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. Any electrical, motorized equipment or temporary facilities or equipment brought onto the Department property must be disclosed and authorized on the rental request form.

J. 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.

K. 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.

L. Animals are prohibited within the Center, with the exception of Seeing Eye dogs or service animals for disabled persons, and except in connection with animal-oriented events duly approved for the Center by the Department.