



kids around the world

PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc., 4750 Hydraulic Road., Rockford, IL 61109 (hereinafter referred to as "KIDS") and Village of Romeoville (hereafter referred to as "Donating Organization").

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to Acquire as a donation, the below identified used playground equipment from the Donating Organization (hereafter referred to as the "Equipment").

In consideration for the donation of the Equipment from the Donating Organization, KIDS agrees to the following:

DISCLAIMER: KIDS acknowledges and agrees that the Donating Organization is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof "as-is" and that the Donating Organization has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Donating Organization shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Donating Organization based on KIDS' own judgment and the Donating Organization hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.

INSURANCE REQUIREMENTS: KIDS shall maintain insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

KIDS shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The Village shall be included as an additional insured under the CGL insurance form.

B. Business Auto Liability Insurance

If applicable, KIDS shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

C. Workers Compensation Insurance

Kids will maintain a worker's compensation insurance policy to cover all of the Kids employees with a minimum employer's liability limit of \$100,000 / \$500,000 / \$100,000.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to removal of the Equipment, KIDS shall furnish The Village with a certificate(s) of valid insurance meeting the above noted requirements.

The donated equipment included in this agreement includes: PLAYGROUND equipment
At Butler Park, 11912 Traphalger Drive.
Ronleville IL.

[Signature]
Representative of KIDS AROUND THE WORLD, INC.

Representative of the DONATING ORGANIZATION

1-9-2019
DATE

DATE

Rider to Playground Equipment Donation Agreement

In consideration of the execution of the Playground Equipment Donation Agreement between the Village of Romeoville ("Village") and Kids Around the World, Inc., an Illinois not for profit corporation ("KIDS") as approved by the Village at its January 16, 2019 board meeting, KIDS acknowledges and agrees that it shall indemnify, defend and hold harmless the Village of and from any and all claims, damages and liabilities arising from or relating to the Village's execution of the Playground Equipment Donation Agreement or the Village's donation to KIDS of any playground equipment pursuant thereto.

KIDS further acknowledges and agrees that it shall be solely responsible at its cost and expense to remove the playground equipment that is the subject of the Playground Equipment Donation Agreement as hereinafter described and as depicted in the photograph attached hereto, and to transport the same from Budler Park to such location as it desires. Village acknowledges that it shall cause such playground equipment to be disassembled prior to KIDS' removal of the same from Budler Park. The equipment that is subject to the Playground Donation Agreement hereinabove referenced is the equipment existing therein as of January 16, 2019 and consisting of (1) Multi-level composite with all connected elements including slides, climbers, decks, bridge, slides, panels, and roof. (1) two-bay swing set with (2) belt swings and (2) toddler bucket swings, as shown in the photograph attached hereto.

By their execution of this Rider, Village and KIDS further acknowledge and agree that the terms of this Rider shall be deemed to be incorporated into and part of the Playground Equipment Donation Agreement as if fully set forth therein.

KIDS

Kids Around the World, Inc.

By: _____

Dated: _____

VILLAGE

Village of Romeoville

By: _____

Dated: _____

Mayor John D. Noak



