

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this \_\_\_\_\_, 20\_\_, by and between the Forest Preserve District of Kane County ("District"), a municipal corporation of the State of Illinois, hereinafter called "Licensor" and \_\_\_\_\_, hereinafter called "Licensee."

### 1. PREMISES AND PURPOSE

The Licensor hereby licenses to Licensee who hereby licenses from the Licensor the right to use the premises described above, hereinafter called the "premises", for the sole purpose of the event as described in the application, and for no other purpose.

It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this Agreement. The Licensor warrants, however, that it will not authorize or permit any other Licensee to engage in activities that would interfere with Licensee's enjoyment of the rights granted under this Agreement.

### 2. TERMS AND CONDITIONS

The terms and conditions as outlined in the above form are hereby incorporated into this AGREEMENT.

### 3. FEES

In consideration of this License, the Licensee agrees to pay the Licensor a fee for its use of the premises.

For registered not-for-profit organizations (such as, high schools hosting cross-country meets), trail use fees are \$100 per event plus the cost of any required shelter(s) reservations and staff time. For all other organizations/groups, trail use fees are \$1 per registered participant plus the cost of any required shelter(s) reservations and staff time.

Licensee agrees to pay \$45 per hour, per police officer or operations employee assigned to the event to assist with logistical needs such as, but not limited to, traffic control, pedestrian safety, set up, trash removal, etc.

All fees are required within 10 business days of booking event and any additional funds due after scheduled event(s). Licensee agrees to pay in full within 10 days of receipt of invoice.

### 4. CANCELLATION

It is understood by the Licensee this contract may be canceled at any time, for any reason, by the Licensor without any liability to the Licensor. In the event the activity is canceled by the Licensor for any reason, all paid fees will be returned. No refunds if event is cancelled by Licensee.

### 5. FOOD SERVICE

Licensee agrees that food service shall be limited to prepackaged food and beverages only. A Kane County Health Department License is required for approval to sell or serve any prepared food or beverages.

### 6. INDEMNITY

Licensee shall conduct its activities upon the premises so as not to endanger any person thereon, and hereby agrees to indemnify, same and hold harmless the Licensor, its Commissioners, officers and employees from any and all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever, including attorney's fees, which the licensor, its Commissioners, officers or employees may sustain or incur or which may be imposed upon any of them for injury or death of persons, including injuries sustained by employees of Licensor or Licensee, or damages to property arising out of, connected with or attributes to the use or occupancy of any facilities of the District by Licensee. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the District by the consent of the Licensee and Licensee agrees to pay for any clean-up and/or damages to the facilities of the District resulting from any acts, intentional or negligent, whether said acts are committed by Licensee, or its agents or employees or persons

participating in or attending the function contemplated by the Agreement or on the premises with the permission of Licensee.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary herein contained, Licensor's liability to Licensee shall be limited to a return of the License fees actually paid. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of the District pursuant hereto.

8. INSURANCE

Licensee shall secure general liability insurance in an amount no less than \$1,000,000 for said special event with the Forest Preserve District of Kane County included on the policy as an additional insured. Licensee shall provide the District with a copy of the insurance certificate a minimum of 10 business days prior to event.

9. NON-ASSIGNABILITY

Licensee agrees to surrender the premises to Licensor at the end of the term of this Agreement in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use. Should Licensee fail to vacate the premises at the end of the term of the Agreement or at its termination for any cause, then the Licensor may, without restoring to legal proceeding, at the expense of Licensee, remove all persons and property there from, and the Licensor shall not be liable for any damages or loss sustained by such removal or storage or disposal elsewhere of such property.

10. SUIT TO ENFORCE

Should the Licensor institute suite or other action against Licensee as a result of Licensee's failure to comply with any term of this Agreement, the Licensor shall recover all damages provided by law, all costs and disbursements provided by Statute and all costs actually incurred, including reasonable attorney's fees.

11. CONSTRUCTION OF AGREEMENT

All persons or entities executing this Agreement as Licensee shall be deemed to have jointly and severally made and entered into the whole of the Agreement and shall be jointly and severally liable thereby. All terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and be signed by the authorized representatives of the Licensee. This Agreement shall be governed by the laws of the State of Illinois.

12. ENTIRETY OF AGREEMENT

It is expressly understood and agreed that the Licensor makes no representations or agreements, oral or otherwise, outside of the terms of this Agreement which add to, broaden, vary or conflict with the provisions hereof. Any purported outside representation or agreements have no force or effect upon the rights or duties of the licensor hereunder. No term, provision or condition of this Agreement may be altered, amended and added, except upon the execution of a written agreement in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above set forth.

**Forest Preserve District of Kane County**

**Licensee:** \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_