

**AGREEMENT BETWEEN THE MOKENA BURROS, THE LINCOLN-WAY BLUE
DEMONS and MOKENA SCHOOL DISTRICT NO. 159
RE: USE OF ATHLETIC FIELDS
AND FACILITIES AT MOKENA ELEMENTARY SCHOOL**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2013 by and between THE MOKENA BURROS (hereinafter referred to as the "BURROS"), THE LINCOLN-WAY BLUE DEMONS (hereinafter referred to as the "BLUE DEMONS") and the BOARD OF EDUCATION OF MOKENA SCHOOL DISTRICT NO. 159, WILL COUNTY, ILLINOIS (hereinafter "BOARD").

WITNESSETH:

WHEREAS, the BOARD owns property commonly known as the athletic fields directly adjacent to and west of Mokena Elementary School (the "Fields") (see boundaries of the Fields per attached Exhibit A); and,

WHEREAS, the BURROS and the BLUE DEMONS are community athletic organizations that wish to make use of the Fields when they are not needed for School District use or purposes; and,

WHEREAS, the BOARD wishes to grant priority use of the Fields to the BURROS and the BLUE DEMONS in accordance with the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the MOKENA BURROS, the LINCOLN-WAY BLUE DEMONS and the BOARD agree as follows:

Section 1-Incorporation of Preambles: The Preambles set forth above are hereby incorporated by this reference into the Agreement as though they were restated in their entirety in this paragraph one.

Section 2-Use of the Fields:

During the period from July 21st through November 5th, the BURROS shall be permitted priority use of the Fields outside the regular school day in a manner that does not interfere with the BOARD'S need for use of the Fields. The BURROS use shall be primarily Monday through Saturday, though Sunday use may be scheduled as well. Use shall end by 8:15 p.m. each day.

By June 1 each year, a representative of the BURROS will provide the BOARD'S Administrators with a proposed appropriate schedule for the BURROS' use of the Fields for approval by the BOARD'S Administrators. The parties also understand and acknowledge that there may be limited occasions outside of regular school hours that the BOARD requires priority use of the Fields, in which event the BOARD shall provide the BURROS notice as soon as reasonably practical under the circumstances.

During the period from March 1st through July 20th, the BLUE DEMONS shall be permitted priority use of the Fields outside the regular school day in a manner that does not interfere with the BOARD'S need for use of the Fields. The BLUE DEMONS use shall be primarily in the evening on weekdays, and all day on the weekends. Use shall end by 8:15 p.m. each day.

By January 1 each year, a representative of the BLUE DEMONS will provide the BOARD'S Administrators with a proposed appropriate schedule for the BLUE DEMONS' use of the Fields for approval by the BOARD'S Administrators. The parties also understand and acknowledge that there may be limited occasions outside of regular school hours that the BOARD requires priority use of the Fields, in which event the BOARD shall provide the BLUE DEMONS notice as soon as reasonably practical under the circumstances.

Section 3-Maintenance and Storage: In consideration for the use of the Fields as authorized in Section 2 above, the BURROS and the BLUE DEMONS shall be responsible during their respective use periods for the reasonable maintenance and upkeep of the Fields (including related facilities such as dugouts), including but not limited to turf mowing, fertilization, weed control, garbage removal, repairs, and infield and dugout maintenance.

The BURROS and BLUE DEMONS shall be responsible for maintaining their own equipment in safe storage and the BOARD will have no responsibility therefore. Storage of equipment on or adjacent to the Fields is permitted, provided such storage does not pose a safety hazard or is not otherwise disapproved by the BOARD.

The BURROS and/or BLUE DEMONS may place portable toilet facilities adjacent to the Fields for use by their participants and spectators. Such facilities will be locked by the BURROS and BLUE DEMONS to prohibit entry when the Fields are not use by the respective organizations. The BURROS and BLUE DEMONS, respectively, will provide and pay for necessary servicing and maintenance of the portable toilet facilities in accordance with industry standards. The BURROS and BLUE DEMONS will at all times comply with any requirements the Village of Mokena may have regarding the provision of portable toilets at the Fields. At the conclusion of the BURROS use of the Fields each year, the portable toilet facilities will be removed by the BURROS.

Section 4-Improvements: Any improvements or alternations to the Fields that will become fixtures on the property (e.g. dugouts, fencing, lights, sprinkler systems, storage units, etc.) must be approved by the BOARD in writing prior to the commencement of any work on such improvements or alterations.

Section 5-Term: This Agreement shall commence upon the date set forth above and shall terminate on December 31, 2014 (the “Expiration Date”), unless earlier terminated as set forth below:

A. Notification. A party desiring to terminate this Agreement prior to its Expiration Date shall serve the other parties with written notice of termination at least one (1) year prior to the effective date of termination. Such written notice shall set forth the effective date of termination. If the terminating party is either the BURROS or the BLUE DEMONS, the non-terminating party and the BOARD may agree to continue this Agreement without the participation of the terminating party. The BOARD may terminate this Agreement with regard to either party on 24 hours notice if a warning regarding a breach of this Agreement has been provided and the breach has not been remedied or reoccurs.

Section 6-Compliance with Laws: The BURROS and the BLUE DEMONS agree to abide by all BOARD policies and procedures, as well as all rules and regulations governing the BOARD, including but not limited to, all applicable federal, state and local laws, regulations, ordinances, rules, and orders. The BURROS and the BLUE DEMONS shall not use the Fields or any part of the BOARD'S property for any unlawful purpose or in any way which would constitute a nuisance. The BURROS and the BLUE DEMONS shall not damage the Fields or the BOARD'S properties in any way, and shall not obligate the BOARD in any way. Neither the BURROS nor the BLUE DEMONS shall have the right to rent, license, sublet, assign or otherwise authorize any third party to use the Fields or any other portion of the BOARD'S property.

Section 7-Indemnification: The BURROS and the BLUE DEMONS shall each indemnify and hold harmless the BOARD, including its Board Members, in their individual and official capacities, the Board's employees, agents and volunteers, and their respective successors and assigns (collectively the “Indemnified Parties”), from any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, for any claim against any or all of the Indemnified Parties for property damage or personal injury resulting from the BURROS or the BLUE DEMONS respective use of the Fields or the BOARD's property, except to the extent of the negligence or fault of the BOARD. The BURROS and the BLUE DEMONS agree to promptly report any injuries occurring during their use of the Fields to the District Superintendent or designee, including the date of injury, time of injury, the identity of those involved, and a summary of the nature of the injury.

Section 8-Insurance: The BURROS and the BLUE DEMONS shall each keep in force during the term of this Agreement occurrence-based comprehensive general liability insurance and automobile and broad form contractual liability coverage, as follows:

General Liability (each occurrence)	\$1 million
Personal and ADV Injury	\$1 million
General Aggregate	\$2 million
Participants Legal Liability	\$1 million
Automobile Liability - combined single limit (each accident) covering hired autos and	\$1 million

non-owned autos

Such policies shall name the BOARD, including its BOARD members, in their individual and official capacities, the BOARD'S employees, agents and volunteers, as additional insureds. Such insurance shall be written by responsible carriers and shall be evidenced by a certificate of the insurance, all as reasonably acceptable to the BOARD. Such policies must contain a restriction providing that they may not be changed or cancelled without thirty (30) days prior written notice to the BOARD. The BURROS and the BLUE DEMONS shall immediately provide the BOARD with notice of all potential changes to the insurance policies as soon as they become known to the organization. Failure to maintain such policies and coverage amounts shall be grounds for immediate suspension of each group's use of the Fields and any other BOARD property until such failure is cured to the satisfaction of the BOARD.

Section 9-Conduct: The BURROS and the BLUE DEMONS shall conduct their use of the Fields in such a manner as to minimize disturbances to the surrounding property including, but not limited to, removal of litter after each practice or game and adherence to all parking requirements and restrictions.

Section 10-Supervision: The BURROS and the BLUE DEMONS shall provide adequate adult supervision at all times for activities when using the Fields.

Section 11-Legal Title: No legal title or leasehold interest in the Fields or any improvements thereon shall be deemed or construed to have been created or vested in either the BURROS or the BLUE DEMONS by anything contained in this Agreement.

Section 12-No Other Relationship: Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the BURROS or the BLUE DEMONS and the BOARD. Except as otherwise expressly provided in this Agreement, no party shall become bound, with respect to third parties, by any representation, act or omission of the other party. The BURROS and the BLUE DEMONS shall have exclusive control of their time (subject to the terms of this Agreement) and shall be responsible for the direct supervision of all of their employees, agents, volunteers, program participants and invitees, if any. The BURROS and the BLUE DEMONS agree to remove any employee, agent, volunteer, program participant, parent, or fan from the BOARD'S property if, in the sole discretion of the BURROS, the BLUE DEMONS, or the BOARD'S representative, an individual engages in inappropriate or unlawful conduct.

Section 13-Representations and Warranties: No party makes any representations or warranties, except as specifically set forth in this Agreement.

Section 14-Counterparts: This Agreement may be executed in Counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

Section 15-Governing Law, Interpretation, Venue: This Agreement and all questions of interpretation, construction and enforcement thereof, and all controversies hereunder, shall be

governed by the applicable constitutional, statutory and common law of the State of Illinois. Venue for all purposes hereunder shall be in the circuit courts located in Will County, Illinois.

Section 16-Captions: The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the Agreement.

Section 17-Severability: In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be effected thereby, but each such term and provision shall be valid and shall remain in full force in effect.

Section 18-Entire Agreement: This Agreement and the Exhibits attached hereto, and made a part hereof, or required hereby, embody the entire Agreement between the parties hereto with respect to this transaction and supersedes any and all prior agreements and understandings, written or oral, formal or informal. No extensions, changes, modifications or amendments to or of this Agreement of any kind whatsoever, shall be made or claimed by the parties, and no notices of any extension, change, modification or amendment made or claimed by the parties shall have any force or effect whatsoever unless the same shall be in writing and signed by the duly authorized representatives.

Section 19-No waiver: The failure of either party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 20-Binding on successors and assigns: This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto. The persons signing this Agreement represent and affirm that all necessary actions have been taken by their respective governing bodies to authorize them to execute this Agreement and bind each party hereto.

Section 21-Notice: Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by recognized overnight carrier service with instructions and payment for delivery on the next business day), or by facsimile transmission during regular business hours, to the parties as set forth below:

If to the BOARD: Superintendent
Mokena School District No. 159
11244 W. Willowcrest Lane
Mokena, IL 60448

If to the BURROS: Mokena Burros

Attention: _____

If to the BLUE DEMONS:

Lincoln-Way Blue Demons

Attention:_____

Any party hereto may change the names and addresses of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder.

Section 22-Effective Date: This Agreement shall be deemed dated and become effective on the date the last of the parties execute the Agreement as set forth below.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as set forth below:

MOKENA BURROS

BOARD OF EDUCATION OF MOKENA
SCHOOL DISTRICT NO. 159,
WILL COUNTY, ILLINOIS

By:_____

By:_____

President

Its:_____

Date:_____

Date_____

Attest:_____

Secretary

LINCOLN-WAY BLUE DEMONS

By:_____

Its:_____

Date:_____

EXHIBIT A (Aerial View of Field Boundaries)