

**Village of Johnsborg Agreement for the  
Development, Maintenance, Scheduling and Operations of Athletics Facilities**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, by and between the Village of Johnsborg (“Village”), an Illinois Municipal Corporation and \_\_\_\_\_ (“Organization”), a non-profit community sports organization group. This Agreement supports the Development, Maintenance, Scheduling and Operations of Village owned athletic facilities.

WITNESSETH:

WHEREAS, the parties are mutually interested in supporting adequate programs for the community in the areas of athletics and recreation; and

WHEREAS, the governing bodies of the Village and the Organization are authorized to enter into this agreement and perform the obligations set forth herein, and

WHEREAS, the Village has established the Community Affairs Committee ( “CAC”) to help facilitate the use of Village owned athletic facilities by non-profit community athletic organizations, and

WHEREAS, the Village and the CAC are stewards of Village owned athletic facilities; and because it is in the interest of the community, the Village and the Organization to provide the best service possible to meet respective obligations with the least possible expenditure of public funds, cooperation between the Village and the Organization is necessary and will benefit both entities, and

WHEREAS, the Village and the Organization have recognized for many years that through cooperation, these publicly held lands can be used to meet broader community needs for active recreation than either party can provide separately; and

WHEREAS, the Village has concluded that the athletic needs of the community could be better met if the responsibility for the development and maintenance of athletic facilities were shared by both parties, and

WHEREAS, the Village and the Organization are mutually interested by means of this Agreement in improving the existing conditions of certain athletic facilities in order to expand and enhance their use for the overall community;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained, the Village and Organization hereby agree to cooperate with each other in carrying out the

above-state purposes and to that end do agree as follows:

## **Definitions**

Unless otherwise required by the context, the terms below shall have the following meanings when used in the Policy:

*Village*, the Village of Johnsburg

*Village recreational facilities or facilities* means facilities, including but not limited to Village parks, athletic fields, buildings, and structures that are owned by the Village, or for which the Village has the authority to control and/or schedule the use of

*Organization*, a non-profit community athletic organization registered in good standing with the State of Illinois,

*Resident*, a person who resides within the corporate boundaries of the Village of Johnsburg

*Community*, the area consistent with the boundaries of Johnsburg School District 12.

*Garbage* – waste, rubbish, trash.....

*In good standing* means that the organization maintains current registration in good standing with the State of Illinois, adheres to and meets all requirements of their governing sport organization and the Village's Maintenance and Athletic Facility Use Agreement and has no outstanding financial balances with the Village.

*Local Sports Organizations* – a non-profit sports organization established and registered in the Johnsburg community with all of its members residing in the Johnsburg School District #12 boundaries and 51% residing in the Johnsburg corporate boundaries.

*Youth* means individuals 18 years of age or under.

*Season* includes try-out dates, clinics/camps, practices, games and end of season tournaments

## **Section 1: Purpose and Subject Matter**

The parties agree the athletic facilities of the Village are intended primarily for residents of the Johnsburg community.

The parties agree that during the time period covered by this agreement, the

athletic facilities are intended to be used for recreation purposes for the benefit of the Johnsborg community. In planning programs and scheduling activities the needs of *local sports organizations* will be considered first.

This Agreement takes precedence over any past agreements. Where any conflict exists between two agreements, the conflict shall be resolved in favor of this more recent agreement.

## **Section 2: Scheduling and Use**

The Village agrees that the first priority for scheduling the use of Village owned athletic facilities will be given to *local sports organizations*. The Village shall allocate available field time to community users based upon mutually approved guidelines established by the Village and CAC. These guidelines will be put forth by use of the athletic fields as they were configured for the requirements of the particular sport as noted on the park matrix. The Village shall make all reasonable efforts to schedule the use of athletic facilities in a fair and equitable manner.

Team rosters with player addresses will be used as needed to verify an organizations status as a *local sports organization*. The applicant group, in its policies and practices, shall not discriminate against any person on the basis of race, color, religion, national origin, handicaps, age, marital status, or gender. As a part of his/her application to the Village, the applicant shall attest and certify with regard to his/her non-discrimination practices.

## **Section 3: Fees and Charges**

A fee of \$25.00 per field use will be charged by the Village to all teams of non-local sports organizations to cover the administration, use and maintenance of Village athletic facilities. Consideration may be given by the Village to reducing the fee to \$5 per field use when a team can provide evidence of materials and labor that have been put forth for the improvement of the Village's fields as accepted by the Village. Said fee must be paid at the time of registration/scheduling.

In addition, the Village may charge the Organization for extra material, labor and appropriate overhead costs that the Village may incur because of their use of the property, including but not limited to property damage, unsecured gates and locks, leftover trash and rubbish etc.

## **Section 4: Security**

The Organization shall remain responsible for the proper supervision and protection of youths in their care.

Security, parking control, and crowd control are the responsibilities of the Organization. The Organization shall assure the Village that all vehicles are kept off Village fields and away from unauthorized places. The Organization shall ensure that good order is maintained at all times. The Organization assumes full responsibility for the conduct of persons involved in the party's activity or who are on the property with the consent of, at its invitation, or as result to or replacement of property damaged or destroyed by the act or omissions of the users, its agents, or invitee. The Village may require, as a condition of use, the hiring of security personnel and/or commissioned police officers.

#### **Section 5: Clean-up and Maintenance**

Garbage clean-up of athletic facilities is the responsibility of the Organization using the property. The user shall ensure that fields, and associated facilities are left clean immediately after use. Additional fees may be assessed by the Village for any party using the property and leaving it in an unclean condition.

Organization owned equipment, materials, and gear shall be removed from the facilities after each use, unless prior arrangements have been made with the Village. Failure to do so may result in the Village removing and storing the equipment with the cost of the removal being assessed to the Organization. The Village is not responsible for any equipment, materials, or gear left at facility.

#### **Section 6: Advertising**

No permanent advertising will be allowed on Village property without prior approval from the Village.

#### **Section 7: Improvements & Renovations**

The Organization shall notify the Village and obtain approval prior to commencing any changes, modifications or improvements to Village property including, but not limited to, the installation or relocation of backstops, fencing, benches, storage/concession facilities, scoreboard, signage and flagpoles. All improvements become the property of the Village and a bill of sale must be submitted to the Village once the equipment /improvement has been installed. Improvements pursued on Village owned property must be done in accordance with all local, State and Federal regulations including those related to prevailing wage requirements.

## **Section 8: Meetings**

The CAC will be responsible for holding two meetings annually with all of the local sports organizations to discuss scheduling, maintenance and improvements of Village athletic facilities as well as the long and short term needs of the organizations.

## **Section 9: Conflict Resolution**

If either party believes that the other party is not fulfilling the obligations established by this Agreement, that party shall give written notice of its complaint to the other party. The party receiving the complaint shall, within 15 calendar days, correct the situation and confirm the correction in writing or reject the complaint explaining the mitigating circumstances and why a remedy cannot be achieved.

## **Section 10: Eligibility**

Local sports organizations, in good standing, that provides athletic opportunities to Johnsburg residents and demonstrate a benefit(s) to the residents of the Johnsburg community.

## **Section 11: Responsibilities of the Village**

The Village shall provide mowing, fertilizing and weed treatment two times per year. Maintenance is dependent upon weather conditions and manpower demands.

## **Section 12: Responsibilities of Organization(s)**

An Organization seeking use of Village athletic facilities shall complete an application provided by the Village. This information is necessary for staff to be able to provide important information to the public and make responsible decisions regarding athletic facility allocations. The Organization shall provide any additional information and documents determined to be necessary and requested by the Village for full consideration of the application.

Responsibilities of youth sports organizations authorized to use Village athletic facilities include, but are not limited to the following:

- The Organization agrees not to apply any type of fertilizer, weed-killer, or other herbicide or pesticide on Village property without prior approval from the Village.
- Meet all deadlines and requirements established by the Village regarding the use of Village athletic facilities.
- Clean and maintain the facilities and spectator areas assigned to them by picking up trash after use.

- Maintain control over the conduct of participants and spectators.
- Refrain from using fields when muddy, or when standing water is present.
- Provide a representative in field use discussions when requested by the Village
- Be a good neighbor and keep sound levels to a minimum and adhere to all park noise policies.
- Submit season practice and game schedules and current rosters to the Village as required.
- The Organization shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent, intentional or irresponsible acts of the Organization and its participants.
- To coordinate activities with the Village.
- The Organization shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.

### **Section 13: Insurance**

The Organization shall maintain comprehensive liability insurance written on an occurrence basis with coverage limits no less than:

- (a) General Aggregate: \$1,000,000:
- (b) Bodily Injury: \$1,000,000 per person, \$1,000,000 per occurrence
- (c) Property Damage: \$1,000,000 per occurrence
- (d) Other Coverages: \$1,000,000 or as otherwise approved by the Village.

Coverage shall include:

- Personal Injury
- Premises Operations
- Independent Contractors
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions contained in paragraph 14 of this Agreement)
- Bodily injury and property damage

- All risks of direct physical loss to equipment and supplies to be used in utilizing the Village's property, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler, leakage, and collapse.
- Property Damage-Legal Liability

Coverage shall extend to all employees, officers and volunteers of the Organization and the Village of Johnsburg shall be included as additional insureds.

Such coverage shall be provided by an insurance company rated A minus or better in Best's Insurance Guide and otherwise acceptable to, and approved by, the Village. No such insurance policy may have a deductible or self-insured retention of more than one percent of the policy limit. The Organization shall furnish to the Village two copies of a certificate of insurance and one copy of an insurance policy for such coverage. Each such certificate and policy shall be in a form satisfactory to the Village and shall provide that no change, modification in, or cancellation of the insurance represented by it shall become effective until the expiration of 30 days after a written notice thereof shall have been given by the insurance company to the Village and any additional insured. Said coverage shall be primary and noncontributory as it relates to the Village named as additional insured. A waiver of subrogation shall be provided as it relates to worker's compensation coverage.

Certificates shall be updated and submitted to the Village on an annual basis when the Organization agreement is valid.

#### **Section 14: Indemnification of Village**

The Organization shall indemnify and hold harmless the Village from and against any liability, loss, damage, suit, action or proceeding ever suffered or incurred by the Village as the result of, directly or indirectly, arising from or related to the Organizations operation, maintenance and obligation of the athletic facilities except those negligent acts or omissions of the Village itself.

#### **Section 15: Term**

This agreement shall run for a period of one year from the date hereof unless the Village or Organization notifies the other of its intent not to renew the Agreement 90 days prior to the expiration of the current one-year period.

#### **Section 16: Violations**

In the event of a violation(s), the following actions will be taken by the Village:

1. Initial violation – Village will contact the Organizations contact, either by telephone or email and notify them of the violation.
2. Repeated violations – Village will provide the Organization with written notification and documentation of violations.
3. Continuing violations – If violations continue after written notification has been provided to the Organization the Village will require Organization to meet and discuss violations, require corrective action and possibly lose use of the Village’s athletic facilities.

**Section 17: General Conditions**

- The Village reserves the right to revoke, change, or place on probation the status of the Organization at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- This agreement constitutes the entire agreement between the Village and the Organization. This Agreement may not be modified or amended except by written agreement of the parties.
- Notices shall be in writing. The parties’ addresses are as follows:

**Village:** Village of Johnsburg  
Attn: Administrator C. Sofiakis  
1515 Channel Beach Avenue  
Johnsburg, IL 60051

**Organization:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The terms, covenants and conditions of Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**VILLAGE OF JOHNSBURG**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_, the Organization

By: \_\_\_\_\_

Its: \_\_\_\_\_