

LICENSE AGREEMENT FOR USE OF BOLLEN FIELD DIAMONDS AND J.F. EDWARDS FIELD DIAMONDS

This LICENSE AGREEMENT (the “**Agreement**”) is made as of this ___ day of _____, 2022, by and between the GENESEO COMMUNITY UNIT SCHOOL DISTRICT #228, an Illinois public school district (the “**District**”), and Geneseo Youth Baseball, Inc., an Illinois not-for-profit corporation (the “**Licensee**”). District and Licensee are hereinafter sometimes referred to individually as a “**Party**,” and together as the “**Parties**.”

PREAMBLE

WHEREAS, the District owns, operates, manages, and controls certain real property located at 1099 South Chicago Street, in Geneseo, Henry County, Illinois, commonly known, respectively, as “J.F. Edwards Field”, and all improvements, fixtures, appurtenances, structures, facilities, and recreational amenities, including but not limited to concession facilities, and personal property located thereon (“**Licensed Fields**”); and

WHEREAS, the District has identified times when the Licensed Fields will not be needed or useful for District purposes; and

WHEREAS, the Licensee provides educational and athletic opportunities for youth, many of whom reside within the boundaries served by the District, and has previously used the Licensed Fields for such purposes with the consent of the District; and

WHEREAS, the Licensee desires to continue use of the Licensed Fields when not in use by the District and to make improvements thereupon for the mutual benefit of the Parties; and

WHEREAS, the District desires to allow Licensee continued use of the Licensed Fields and the right to make such improvements subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals contained above are hereby incorporated in this Agreement as if more fully set forth below, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. License. Subject to the terms and conditions of this Agreement, District hereby grants Licensee a license for the following uses of the Licensed Fields (each a “**Licensed Use**”):

- (a) the right to exclusive use of portions of the Licensed Fields at times to be agreed upon by Licensee and a designated official of the District no fewer than thirty (30) days prior to such use, or as otherwise agreed upon by the Parties. Permitted uses of the Licensed Fields shall include conducting organized sporting events

consistent with the intended use of the Licensed Fields, provided that the District shall retain the unlimited, exclusive right to use such portions of the Licensed Fields for its own use in a manner that does not unreasonably interfere with the Licensed Uses herein. For avoidance of doubt, the Licensed Use shall include the right to use the concession facilities during sporting events organized by Licensee.

- (b) the right to assign any rights hereunder to independent, third parties with which the Parties have entered into a written agreement for such use (each an “**assignee**”), provided that any obligations of the Licensee arising hereunder shall remain the obligation of the Licensee, and Licensee shall be responsible to assignee for the scheduling of any Licensed Use, as further defined below, of the Licensed Fields.
- (c) the non-exclusive right to use and have reasonable access and means of ingress and egress to, over, upon or across other portions of Licensed Fields, for the limited purpose of gaining access to and enabling use of portions of the Licensed Fields for the Licensed Use contemplated by this Agreement.
- (d) the non-exclusive right to use and have reasonable access and means of ingress and egress to, over, upon or across other portions of Licensed Fields, in coordination with and upon written approval by the District, for the limited purpose of making improvements upon the Licensed Fields as identified on the Site Plan attached hereto as Exhibit A and incorporated by this reference, subject to the conditions and limitations set forth herein.

Licensee shall not use the Licensed Fields for any activities or uses except the Licensed Uses without the District’s prior written consent. District reserves and shall have the right to use and to permit others to use the Licensed Fields at any time that it is not in use by Licensee or any assignee, whether as agreed upon by the District’s designee or pursuant to notice to Licensee as hereinafter provided.

Licensee shall notify District if Licensee will not be using any portion of the Licensed Fields which Licensee is scheduled to use (“**Scheduled Use**”). Such notice shall be given as far in advance of the Scheduled Use as is practicable by telephone to the District’s designee and notice given in accordance with the notice provision in Paragraph 19 of this Agreement, it being the intent of the Parties that the Licensed Fields may be used by District or by third parties permitted by District whenever it is not in use by Licensee or assignees notwithstanding that it was made available to Licensee under this Agreement.

3. Term of License. Subject to extension as provided in this Paragraph, and unless terminated as hereinafter provided, the term of the License shall be for a period of three (3) years commencing on the date last affixed to the signatures of the District and Licensee below. Unless sooner terminated as hereinafter provided in this Agreement, the Parties have the option, upon mutual agreement, to elect to extend the License for periods of no more than ten (10) years each. Extensions of the License term shall be upon the same terms and conditions stated in this Agreement.

4. License Fee and Other Expenses. In consideration of the planned improvements to the Licensed Fields, as more fully set forth below, the District agrees to waive any License Fee or Other Fees that it may otherwise charge for use of the Licensed Fields by Licensee or its assignees. Following expiration of the term of this Agreement, the District reserves the right to waive or negotiate any License Fee or Other Fees for continued use of the Licensed Fields. In such cases, the Parties fail to reach an agreement as to the License Fee, there will be no extension of the License and the License shall terminate upon the expiration of the any term then in effect.

Notwithstanding the foregoing, the District shall invoice Licensee for the actual cost of electricity and sewer utilities during periods when the District is not using Licensed Fields. The District or assignee shall reimburse the Licensee for the actual cost of lighting in connection with their respective use.

5. Maintenance of the Licensed Fields. The Parties shall be responsible for performing maintenance and upkeep of the Licensed Fields as follows:

- a. The Licensee shall perform all lawn maintenance and upkeep on J.F. Edwards Field without interruption during the term of this License;
- b. The Licensee shall perform maintenance to the baseball diamonds located at J.F. Field each weekend day in a manner consistent with the District's obligations hereunder, unless the District otherwise agrees that such maintenance will be performed by a designated District employee.
- c. Following use of the Licensed Fields by either Party or their assignees, it shall be the responsibility of such Party to remove and dispose of any refuse or other waste from the premises, including but not limited to restrooms and concession areas.
- d. Each Party or assignee shall be responsible for providing all other equipment, chalk or other supplies required for use of the Licensed Fields in accordance with the terms of this Agreement.

6. Improvements to the Licensed Fields. In consideration for the License granted by the District, as more fully set forth herein and for other good and valuable consideration, Licensee agrees to construct and maintain improvements to the Licensed Field (the "Improvements"), as depicted in Exhibit A, subject at all times to such approvals as the District may reasonably require. In connection with such Improvements, the District hereby conveys, without Warranty of Title and without granting any possessory estate or interest in Licensed Fields, to Licensee a license to install, construct, maintain, repair and remove, if requested, the Improvements. Such license shall be subject to the following terms and conditions: (a) Licensee shall maintain the Improvements and, if requested with adequate notice, remove, repair or perform maintenance to the Improvements as requested by the District; (b) Licensee shall be responsible for all costs and expenses arising from or in connection with such construction and maintenance; (c) the District may at any time revoke this license with advance notice to the Licensee and without cost to the District; and (d) at the District's sole option upon revocation the licenses granted herein or termination of this Agreement, the Licensee shall either remove the Improvements from the

Licensed Fields and restore the Licensed Fields to the condition they were in as of the effective date of this Agreement, reasonable wear and tear excepted, or transfer title and ownership to any the Improvements to the District. Further, Licensee shall indemnify and hold harmless the District and any other party which may have the right to access, use or enjoy the Licensed Fields from any losses, damages, claims, demands, actions or cause of actions against the District in connection with the Improvements. Licensee agrees to promptly reimburse the District, its employees and agents for any property damage or injury claim, including eligible expenses which may arise out of or in connection with the maintenance, installation, alteration, repair, replacement, or removal of Improvements. The District disclaims any responsibility or liability resulting from the Improvements.

5. Compliance with Laws; Manner of Use. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Uses. Licensee shall conduct, and cause its members, employees, officers, and invitees to conduct, any Licensed Uses in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Fields or District which is directly or indirectly forbidden by law, ordinance, or government regulations, or which may be dangerous to life, limb or property, or which may increase District's insurable or uninsurable risk or liability. Licensee shall cooperate with District and follow all public safety requirements regarding its conduct of the Licensed Uses. Licensee or their assignees shall provide adequate supervision during the conduct of the Licensed Uses.

6. Condition of Property. Except as otherwise specifically provided in this Agreement, District has not made, and by grant of the License hereunder does not make, any representations with respect to the suitability of the Licensed Fields for any purposes, including but not limited to Licensee's intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting the Licensed Fields prior to its execution of this Agreement and prior to each use thereof by Licensee, its directors, officers, employees, agents, students and invitees, or any of them.

7. Reservation of Rights. In addition to the rights reserved by District under Paragraph 2, above:

- (a) District reserves for the exclusive use of its Board of Education, officers, employees, agents, and invitees all property owned by the District except as otherwise expressly limited by this Agreement.
- (b) District and its Board of Education, officials, employees, agents, and invitees shall have the right to use the Licensed Fields in any manner that does not unreasonably interfere with any Licensed Uses, including permitting the construction, maintenance and operation on, over or under the Licensed Fields, of any public utility facility. District shall have the right to enter upon the Licensed Fields at any time(s) to inspect, maintain or repair the Licensed Fields provided, that the District shall not unreasonably interfere with the Licensee's Licensed Use of the Licensed Fields during the dates and times agreed upon by the Parties. District's exercise or failure to exercise any of its rights under this paragraph shall not impose or create

any responsibility, waiver, or liability on District or affect, reduce or nullify in any way Licensee's obligations.

9. Use of Licensed Fields. Neither Licensee nor any of its respective employees or agents shall place, keep, store or otherwise permit to be placed, kept or stored on the Licensed Fields, any equipment or materials, except during such time as Licensee's employees or agents are physically present and conducting activities permitted under this Agreement. In the event that any Licensed Uses require Licensee or its employees or agents to use, place, locate or store any equipment or materials on the Licensed Fields at any other time(s), Licensee shall do so at its own risk of loss.

10. Suspension of Use. In the event of an emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of the District or its Board of Education, officers, employees, agents, invitees or others, as determined by the District in its sole reasonable discretion, the District may immediately suspend Licensee's activities hereunder until such condition has been remedied to the District's reasonable satisfaction in accordance with this Agreement. Such suspension shall not be considered a default or breach of this Agreement.

11. Taxes. On the date of this Agreement, the Licensed Fields are exempt from real estate and other taxes by virtue of District's status as a unit of public school. Licensee shall be solely responsible for, and hereby indemnifies and holds District harmless against and from, all costs, taxes, charges and expenses, including without limitation any permits, special assessments, real estate, personal property, or other tax, fine or penalty, which arise out of the Licensee's use of the Licensed Fields, its exercise of the privileges, or its performance or non-performance of its obligations, under this Agreement. In the event any real estate, leasehold, use, personal property or other taxes or charges of any kind are levied or assessed against Licensed Fields, or improvement thereon, or against the District, by reason of the existence of this Agreement or Licensee's use of all or any part of the Licensed Fields, or any improvement thereon, Licensee shall pay promptly all such taxes or charges. District shall send to Licensee a copy of any tax bill or notice of assessment which District receives within a reasonable period of time after District's receipt of same, but in no event later than thirty (30) days prior to the deadline date for filing any protest or objection thereto or making any payment thereon (unless District does not receive any such notice or bill within thirty (30) days prior to the deadline date, in which case District shall provide a copy of the notice or bill within five (5) business days after its receipt). Licensee, in its own name or in the name of District, if necessary, shall have full right at its sole cost and expense to contest the imposition and/or amount of all taxes, assessments, charges, but the pendency of such contest shall not affect Licensee's obligations under this paragraph. In addition to the foregoing, in the event Licensed Fields is determined to be subject to taxes as the result of this Agreement or the activities conducted by Licensee thereon, the District may terminate this Agreement.

12. Waiver and Release of Liability. Licensee shall conduct all Licensed Uses entirely at its own risk. Licensee acknowledges that District shall not provide any supervision, security or protection in connection with any Licensed Uses. District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss,

or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless District, and its Board of Education, officers, employees and agents from, any and all claims of every nature whatsoever, which Licensee may have at any time against District, its Board of Education, officers, employees and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to any Licensed Uses, the condition of Licensed Fields, or use by District or Licensee of the Licensed Fields.

13. Indemnification and Hold Harmless. Licensee hereby indemnifies and shall defend and hold harmless the District, its Board of Education, officers, employees, volunteers and agents (the “District Indemnitees”) from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys’, paralegals’ and consultants’ fees (the “Legal Expenses”), suffered, incurred or sustained as a result of Licensee’s use or a breach of this Agreement.

14. Insurance to be Maintained by Licensee. In addition to, and without limitation of, Licensee’s obligations under Paragraphs 12 and 13 above, and at no cost to District, Licensee shall obtain and keep in full force and effect for so long as any claim relating to any Licensed Uses legally may be asserted, comprehensive general liability and property damage and worker’s compensation insurance written to include commercially reasonable terms. Prior to commencement of any of the Licensed Uses, Licensee shall obtain the District’s approval of the policy limits of any available coverage and deliver to District a certificate of insurance naming District as an additional insured on a primary, non-contributory basis.

15. No Property Interest. This Agreement and the License granted hereunder do not convey to, or create in favor of, Licensee, any legal or equitable title or property interest in whole or in part to the Licensed Fields or any portion thereof; it being acknowledged that this Agreement is a license and not a lease and merely grants temporary and limited permission to Licensee to use the Licensed Fields on and subject to the terms and conditions hereof. Licensee expressly acknowledges and agrees that any statute or ordinance relating to landlord/tenant matters or forcible entry and detainer are not applicable to this Agreement and Licensee expressly waives any and all rights to which Licensee might otherwise be entitled under said laws.

17. Termination. District reserves the right to terminate the License and any and all rights and privileges hereby granted to Licensee under this Agreement immediately upon notice to Licensee in the event:

- (i) Licensee violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement, which by its nature is susceptible to cure, within thirty (30) days after Licensee’s receipt of written notice of such breach. Notwithstanding the foregoing, and depending upon the nature of the breach, the District reserves the right, in its

sole discretion, to suspend the License until such time as Licensee has cured said breach or has provided the District with adequate security, as determined by the District in its sole discretion, to cover any potential liability that may arise as a result of said breach.

- (ii) District receives notice of an alleged violation of any federal, state, or local law, ordinance, rule or regulation relating to Licensee's conduct of any Licensed Uses on, or use of, all or any part of the Licensed Fields. Notwithstanding the foregoing, in the event the District receives notice of an alleged violation, and depending upon the nature of said violation, the District may elect, in its sole discretion, to suspend the License until such time as the alleged violation has been fully adjudicated by the proper official or other authority.
- (iii) District is ordered to do so by any regulatory body or other governmental agency having jurisdiction.
- (iv) Licensee shall have (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing.

The District further reserves the right to terminate the License and this Agreement if District requires any of the Licensed Fields in furtherance of its park and recreation purposes, which would preclude the continuation of any Licensed Uses, in which event District will give Licensee at least ninety (90) days prior written notice.

In the event that this Agreement is terminated prior to an anniversary date, Licensee shall be entitled to a refund in an amount equal to the License Fee divided by 365 and multiplied by the number of days that would have been remaining until the anniversary date of the License

The indemnification and hold harmless obligations and all other obligations of Licensee accruing prior to the expiration or termination of this Agreement or the License granted Licensee hereunder shall survive the expiration or termination of the Agreement or License.

The rights and obligations imposed by Paragraphs 8, 11, 12, 13 and 14 of this Agreement shall survive the expiration or termination of the License and this Agreement.

18. No Implied Waiver of District's Rights. No waiver of any rights which District has in the event of any default or breach by Licensee under this Agreement shall be implied from District's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

19. Notices. Notices shall be deemed properly given hereunder if in writing and either (a) hand delivered; or (b) sent by facsimile transmission provided such transmission together with

fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage thereon prepaid; or (c) sent by email with read receipt confirmation obtained provided a copy of such email and confirmation is also sent on the transmission date to the other Party by United States mail, with postage thereon prepaid; or (d) sent by registered or certified mail, return receipt requested, and such notice is hand delivered or sent to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time. Notices sent only by mail shall be deemed delivered the second business day after deposit in the mail.

If to Licensee:

If to District:

[INSERT NAME AND ADDRESS]

[INSERT NAME AND ADDRESS]

20. Miscellaneous.

- (a) This instrument contains the entire Agreement between the Parties with respect to Licensee's use of the Licensed Fields and cannot be modified except by a written notice dated subsequent to the date hereof and signed by both Parties.
- (b) This Agreement is intended solely for the benefit of the Parties, and is not intended, and should not be construed, as creating any rights in favor of, or any duties or obligations to, any third party except as expressly set forth herein.
- (c) Nothing contained in or implied from any provision of this Agreement, including but not limited to Paragraphs 13 and 14, is intended to constitute or shall constitute a waiver of the rights, defenses and immunities provided or available to District under applicable Illinois law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- (d) Licensee shall pay all of District's costs, charges and expenses, including the Legal Expenses incurred by District in enforcing Licensee's obligations under this Agreement, or which are incurred by District in any litigation, negotiation or transaction, in which Licensee causes District, without District's fault, to become involved or concerned.
- (e) No receipt of money by District from Licensee, after the termination of this Agreement or License, or after the services of any notice, or after the commencement of any suit, shall renew, reinstate, continue or extend the term of this Agreement or the License granted hereunder or affect any such termination notice or suit.
- (e) Headings of sections in this Agreement are for convenience of reference only and do not limit or affect the construction or interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the year and date first written above.

DISTRICT:

LICENSEE:

**GENESEO COMMUNITY UNIT
SCHOOL DISTRICT #228**

GENESEO YOUTH BASEBALL, INC.

By: _____

By: _____

Its: _____

Its: _____