

## AGREEMENT FOR USE OF FAIRGROUNDS FACILITIES

Made this 3rd day of November, 2020 by and between the DuPage County Fair Association of Wheaton, Illinois, party of the first part and Wheaton Park District party of the second part.

Witnessed: In consideration, the named parties agree as follows: The party of the first part agrees to furnish the use of the

Buildings: 1

For the Period of Saturdays & Sundays from January 2 - March 14, 2021 - For indoor baseball & softball practice - EXCLUDING HITTING: 10:00am - 7:00pm

Under the following conditions: The building will be left in the same order as was received. All tennis nets will be reset and in usable order. Park District Staff will be present during use and all COVID Protocols of the State of Illinois will be followed.

1. The party of the second part agrees to pay the party of the first part a service charge of \$3000.00 for the use of Fairgrounds facilities. This amount to be completely paid one month in advance of the date of occupancy. Signed contract to be returned within 30 days with deposit.
2. All organizations using Fairgrounds facilities shall arrange their own set up. Fairgrounds custodian to be available to locate equipment needed provided this equipment is owned by the Fair Association and is available for use. Do not block any exits. The DuPage County Fair Association reserves the right for show set up to occur on morning of event. DCFA will work with Promoter to allow access to Building(s) for Set Up dependent on other uses.
3. Following each event, damages or losses to be reported to organization as soon as possible with party of the second part being responsible for the return of lost items and the repair of damaged equipment.
4. Service charges for the use of Fairgrounds facilities to vary depending on the amount of heat needed, amount of electrical use, amount of discardable material to be hauled away and the amount of time required for the Fairgrounds custodians to dismantle and cleanup following event. Party of second part is responsible for clean-up - including emptying garbage cans and placing garbage in dumpsters found outside of buildings.
5. Any group using Fairgrounds facilities where food is to be served to the general public shall clear with the DuPage County Health Department. All Bottled/Packaged soda, water, etc. sold by vendors shall be Dr. Pepper/7-Up, Snapple Brands. The American Bottling Company is our Fairgrounds Sponsor. Vendors can contact Fair Office for product list and availability. Any food products or garbage shall be disposed of upon completion of meal and not left for cleanup by custodians. Disposal containers are on hand for this purpose outside buildings.
6. The party of the second part shall maintain in force General Liability and Property Damage Insurance in the amount of \$2,000,000 and agrees, to the extent allowed by law, to hold harmless and defend the Lessor, DuPage County Fair Association, their officers and employees, DuPage County from any and all claims, losses, and expenses for injuries to persons or damage to property, including the use thereof, which may arise as a result of any act or omission which may result from the use of the premises as defined in the contract or caused by any person, firm, or corporation directly or indirectly employed by the party of the second part. It is agreed that the party of the second part shall furnish a certificate of insurance including this contractual agreement, prior to the event. *Certificate must name DuPage County Fair Association, its members and employees, and DuPage County as Certificate Holder and Additional Insured. Certificate must include date of show, and set up and tear down dates*
7. NO BEER or liquor is allowed on the fairgrounds. SMOKING not allowed in any barns or buildings.
8. Parking must remain on a free parking basis. If a traffic problem is expected, the party of the second part must provide a uniformed officer to direct same. All fire lanes must be kept open by order of City of Wheaton Fire Protection Bureau.
9. Special provisions: Admission to events must be collected after people have parked their vehicles. We suggest at the door or at permanent ticket booths on west side of buildings.
  - 9a. Each trailer shall be charged \$45 per night for camping on grounds.
  - 9b. Club responsible for own clean up - See #4 above.
  - 9d. Contract subject to Rules and Regulations above - Please Read.
10. Additional Tables and Chairs, not provided with contract are available at \$10 per table; \$2 per chair. We will try to meet any other needs required, and those will be billed out as determined by use. Additional Electrical needs will be billed as required, as well as use of outside facilities, and equipment.
11. Both parties have read this contract and agree to live up to all provisions therein.

**Service Charge:** \$ 3000.00

Insurance: Certificate to be furnished

Insurance Rider- subject to quote: \$

**Total: \$3000.00**

Deposit & Contract due **NOW:** **\$3000.00**

Balance due 30 days prior to event/show: \$-

**Checks made payable to: DuPage County Fair Association**

**Sponsorship/Donation: \$ 0.00**

**Make this check payable to:**  
**Friends of the DuPage County Fair, Inc.**

**Payment w/credit card: Please Circle One**  
**VISA/MASTERCARD/AMERICAN EXPRESS**  
**Credit Card #**

Exp Date: \_\_\_\_\_ Verification #: \_\_\_\_\_

James P. McLean  
DuPage County Fair Association

**Wheaton Park District**  
Party of the second part

**By:**

Address: ~~Mary Beth Cleary~~  
1777 Blanchard Road  
Wheaton, IL 60189

Phone: 630-510-5133

Email: [mbcleary@wheatonparks.org](mailto:mbcleary@wheatonparks.org)

Contact: Marybeth Cleary

Please sign and return ORIGINAL CONTRACT with Deposit & INFORMATION SHEET.

Keep copy for your records. In order to CANCEL Show, you MUST return contract with **CANCELLED** WRITTEN ON IT.



# CERTIFICATE OF COVERAGE

**Name and Address of Agency**

Park District Risk Management Agency  
2033 Burlington Avenue  
Lisle, Illinois 60532-1646  
630-769-0332

**Name and Address of Member**

Wheaton Park District  
102 E. Wesley St.  
Wheaton, IL 60187

**SCOPE OF COVERAGE**

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	In millions (000,000)
General Liability * Commercial general liability * Occurrence * Liquor liability	L010120	01/01/2020 - 12/31/2020	Bodily Injury and Property Damage combined	\$1,000,000
			Personal Injury	\$1,000,000
Automobile Liability * any auto	L010120	01/01/2020 - 12/31/2020	Bodily Injury and Property Damage combined	\$1,000,000
Workers' Compensation	WC010120	01/01/2020 - 12/31/2020		Statutory
Employer's Liability	WC010120	01/01/2020 - 12/31/2020		\$3,000,000
Property	P0700120	01/01/2020 - 12/31/2020		
Other		01/01/2020 - 12/31/2020		

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

DuPage County Fair Association is/are additionally insured for Wheaton Park District's use of grounds for overflow parking and firework display.

Coverage is for general liability with respect to the operations of the Wheaton Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants agents or employees.

**Certificate Holder**

DuPage County Fair Association  
P.O. Box 607  
Wheaton, IL 60189

**Date Issued:** 12/1/2019



Authorized Representative