



P.O. Box 188 ♦ Lansing, IL 60438 ♦ www.experientialsystems.com ♦ (877) 206-8967

Peer Reviewed and Accredited Member of the Association for Challenge Course Technology (ACCT)

Installation Agreement

This agreement is made the February 27, 2017 between Lincoln Marsh, Wheaton Park District.

Mike Kelly
Wheaton Park District
Lincoln Marsh
1001 West Lincoln Avenue
Wheaton, IL 60187

and

Experiential Systems, Inc. (ESI)
PO Box 188
Lansing, IL 60438

It is agreed as follows by both parties:

1. Description of Work/Service to be Performed.

ESI will Provide Nitro Crossing Installation services in accordance with or exceeding current ACCT published standards. Includes two class II 45'cca utility poles, four ground anchors and guy lines, horizontal and vertical wire rope for the element with terminations and removable vertical swing rope.

2. Compensation and Term of Work.

Client hereby retains ESI and ESI hereby agrees to perform Nitro Crossing Installation for the client. The **installation is scheduled for March 13, 2017**. This date are contingent upon the receipt of a signed contract and a 50% deposit (not required) of the inspection fees. This does not include travel expenses which will be added to the final invoice. ESI books on a first-come first-serve basis and deposits are required to secure dates and/or material preparation.

The client will ensure that the challenge course elements and or/ necessary programming equipment, purchase and maintenance logs are in good condition, up to date, prepared and available for review prior to our arrival.

3. Fees for Services and Payment Terms.

Cost for Installation Services is: \$4,769.28

Expenses: ESI will do its best to book inspections & trainings, in the most cost effective manner for you, scheduling other work with area clients. All expenses will be part of the final bill.

A 50% deposit of the total inspection fee is due with receipt of this signed contract to hold inspection dates.

50% Deposit: Not Required

ESI requires full payment of all remaining service or equipment fees and travel expenses within 15 days of the completion of inspection or training. All invoices unpaid 15 days and over are subject to 2% interest compounded every 15 days past due.

If ESI brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

4. Insurance

ESI carries Liability insurance for all services and workers compensation on all employees and contractors. It is the responsibility of the client to also have liability insurance for all challenge course related programming and services and carry workers compensation insurance for all employees of the client.

5. Ownership and Responsibility

All challenge course elements installed are the property of the client. It is the responsibility of the client to designate a Challenge Course Manager - who will be charged with the accountability to oversee operations for the challenge course including but not limited to: documentation of challenge course operations; staff supervision; regular in-house course inspections; performing or scheduling maintenance required to structures; securing an annual inspection by qualified outside vendor; overseeing a risk management committee; equipment purchase, storage and maintenance; and any/all ongoing staff training required. These tasks shall all be completed in accordance with the current published edition of Association for Challenge Course Technology (ACCT) *Installation and Operation Standards*.

The client and ESI are separate legal entities and ESI is not an owner, shareholder, operator or manager of any of the client's facilities or operations. Due to the location and nature of the clients business ESI has no responsibility for the supervision of the clients: employees; volunteers; members; program participants; or trespassers, nor does ESI have any control or supervision of the client's day to day operations. The client agrees that ESI is not providing facility management or ongoing upkeep of physical property and that day to day operations and the supervision of employees, facility users and trespassers is the sole responsibility of the client.

6. Release of liability and Indemnification

The client agrees to Hold Harmless and Indemnify ESI, their staff, officers and agents for any claims of injuries, which arise from the use or misuse of the installed elements, materials, equipment, or hardware by volunteers, participants, facility staff, visitors, guests, invitees and/or trespassers.

ESI in turn agrees to hold harmless and indemnify the client for any claims of injuries, which arise from the gross negligence of ESI its employees and/or its officers while engaging in the delivery of services to the client and or while on the clients property.

7. Annual Inspections

The client will agree to have an annual challenge course inspection completed by ESI or any other ACCT accredited vendor to ensure that the challenge course structures, operational procedures and programming equipment are in good working order and compliance with all current ACCT installation and operation standards. ESI requires a copy of the most recent inspection report prior to providing any training at any facility that was not inspected by ESI. ESI will not train on any element that has failed its annual inspection if the required repairs have not been made.

It is the responsibility of the client to ensure their annual inspection by a qualified vendor is scheduled and completed prior to the scheduled staff training date. If on the start date of the scheduled staff training no inspection has been completed, the client agrees to have ESI complete a thorough inspection of all structures for compliance with current written ACCT standards. The cost for this inspection will be the responsibility of the client and will be billed separate from the training at a rate of \$100.00 per hour to complete both the hands on inspection and written inspection report. If this situation occurs the start of training will be delayed until affected elements and structures have been inspected. Any additional travel expenses required will also be the responsibility of the client.

8. Annual Training / Skills Verification

Client agrees to have an annual challenge course staff training or skills verification completed by Experiential Systems, Inc. or any other ACCT Accredited Vendor to ensure that the challenge course staff, operational procedures and practices are in compliance with current industry (ACCT) standards.

9. Dispute Resolution

In the event of any dispute between the parties which arises under this Agreement, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated. A list of arbitrators shall be presented to the Claimant and Respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in the City of Kalamazoo, MI unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all Parties. The prevailing party shall be awarded all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this Agreement. Any questions involving contract interpretation shall use the laws of Michigan. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

10. Entirety Clause

This document once signed by ESI and the client constitutes a complete agreement between parties, and maybe amended in writing only. If a court deems a portion of this agreement invalid the balance of the document will remain intact and unchanged. This agreement shall commence on the date stated above and shall continue until all obligations under this agreement have been properly met. Both ESI and the Client agree that this Agreement shall be governed by the laws of the Michigan.

IN WITNESS WHEREOF, Client and ESI have duly executed this agreement as of the day and year first above written. **Please return a signed copy of this agreement with the required 50% deposit (not required)**

Experiential Systems

Client: Wheaton Park District Lincoln Marsh

By: *Keith Jacobs*
President/Owner

By: 
Authorized Agent Only

Name: **Keith Jacobs**
February 23, 2017

Name: *M Benen*
Date: *2/27/17*



EXPESYS-02

PLILLY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hibbs - Hallmark & Co PO Box 8357 Tyler, TX 75711	CONTACT NAME: Patti Lilly, ACSR	
	PHONE (A/C, No, Ext): (903) 561-8484 5638	FAX (A/C, No): (903) 561-8341
	E-MAIL ADDRESS: patti.lilly@hibbshallmark.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Mid-Continent Excess & Surplus Insurance Company	NAIC #
INSURED Experiential Systems, Inc. P.O. Box 188 Lansing, IL 60438	INSURER B: Federal Ins Co	
	INSURER C: Mutual of Omaha	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		09SL000010206	09/16/2016	09/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			09SL000010206	09/16/2016	09/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabil			82412923	09/16/2016	09/16/2017	Each Claim 1,000,000
C	Accident Medical			SR2014IL051706026	09/16/2016	09/16/2017	Primary Benefit 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ML1081 Additional Insured Status Applies When Required by Written Contract

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District
102 W Wesley
Wheaton, IL 60187

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: See Accord Certificate For Holder Name

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all provisions and limitations of this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of ongoing operations for that insured. However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by written "insured contract", the insurance afforded to such additional insured will not be broader than that which you are required by the written "insured contract" to provide for such additional insured.