



Naperville Yard Field Rental Contract Terms

Payment: This Agreement shall become effective upon the date first set forth above and terminate upon the end of the period set forth directly above. The total rent must be paid in full by the User prior to the use of the facility. Payment by check or wire only. In the event of a failure to make the contracted payment on time, Owner may declare this agreement terminated and keep any payments previously made as liquidated damages. Deposits are non-refundable. Rental times are not able to be changed or canceled. In the event of cancellation, User is still responsible for payment and payment/deposits are forfeited.

Deposit: 20% Due at execution of contract
 30% Due 90 days prior to start of rental
 30% Due 60 days prior to start of rental
 20% Due 30 days prior to start of rental

In the event User cancels the use of the Facility, the deposit will be forfeited as a cancellation fee. Absent a cancellation, the Deposit shall be applied against the rental fees of the nearest dates sequentially, and all dates farthest in the future that are not paid for will be cancelled.

Purpose and Nature of use: The Facility is provided "AS IS"- user shall be solely responsible for confirming that the Facility is safe and suitable for its purposes prior to taking possession. User is authorized to use the space for training of its members. No other use is permitted under the agreement. User shall surrender the Facility at the end of the rental period in the same condition in which it was received. In the event repairs or cleaning are required due to damage or condition other than ordinary wear and tear, User shall reimburse Owner for all such cleaning/repair/maintenance fees and costs (including Owner labor and overhead). User acknowledges that the Facility may host multiple events and that common areas may be shared with other users and events.

Cancellation: In the event that the facility cannot be used for any reason, as contracted, Owner agrees to provide an equal amount of time on another date or a credit for the lost time. If the facility is closed due to inclement weather, then an equal amount of time will be provided in the spring. If the user chooses not to show up due the inclement weather and the facility is open, then the user forfeits that time. In no event shall the Owner be liable for any damages or refund because the facility was unavailable for use.

Facility Rules: User and User's participants, employees and other third parties, who may enter the Facility or the Property during the Rental Period, agree to abide by the rules of the Facility. Rules include, but are not limited to: no dogs or animals allowed; no glass containers or food (only water) is permitted in field area; turf shoes and shin guards are required for soccer activities; no alcoholic beverages are allowed to be brought in from the outside; and no smoking. Teams are expected to pick up their trash after training. Owner reserves the right to eject anyone for improper dress or behavior, unsportsmanlike conduct, rules violations, or abuse to the facility.

Insurance: User has, and shall maintain throughout the term of this Agreement, general liability insurance, naming Owner as an "additional insured," in an amount of coverage not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including personal injury and property damage. Prior to the use of the Property, User agrees to deliver to Owner a certificate of insurance by an insurance company satisfactory to Owner,



which names Owner as an additional insured and provides that the insurance company must provide the Owner with at least ten (10) days prior written notice of any cancellation or reduction in coverage.

Indemnification: The User assumes and agrees to be fully and exclusively responsible for the safety of the persons and property of all participants in the events during the Rental Period, including, without limitation, employees, participants, associates, guests, spectators and any members of the public in attendance at any of the events being held by the User at the facility. The User shall defend, indemnify, and hold the Owner, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the User, its officers, agents, employees, participants, associates, guests, spectators and any members of the public in attendance at any of the events being held by the User at the facility.

Medical Assistance Not Provided. The Facility does not have or provide medical staff or assistance. User shall be solely responsible for insuring that it arranges for such care in the event it is needed.

Attorneys' Fees. The prevailing party in any action to enforce or construe this Agreement shall be entitled to recover its attorney's fees and court costs.

Other Terms: This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this agreement shall not be binding upon either party except to the extent incorporated into this agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing and signed by an official representative of each party. This contract is not assignable by either party without the other party's written consent. Obvious errors in calculating the fee shall not override actual rate charges. In the event that the terms and conditions of this contract, including but not limited to the User payment obligation, are not satisfied by the User, the Owner may cancel this contract after giving the User written notice of default and 20 days to cure the breach.

The undersigned party acknowledges that they are authorized to enter into this Agreement, they have read all of its terms and conditions, and they understand and agree to abide by the rules and guidelines set forth.

Print Name: Michael Benard Signature: [Signature]
Company: Wheaton Park District Date: 9/16/2022

PLEASE RETURN SIGNED COPY TO NAPERVILLE YARD