



## 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 to 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: M. Michael J. Bernard Signature: [Signature]  
Company: Whetstone Park District Date: 6/14/18

**PLEASE RETURN SIGNED COPY TO NAPERVILLE YARD**

Naperville Yard  
 1607 Legacy Circle  
 Naperville, IL 60563  
 Phone: 630-245-1100  
 Fax:



## Bill To

Toni Giovenco  
 Wheaton Park District 1777 S. Blanchard  
 Wheaton, IL 60189

Invoice Number  
 Invoice Date  
 Payments Due  
 Created By

21132  
 6/5/2018  
 4x by 10/12/2018  
 Kayli Miller

# Invoice

## Billed Items

	Unit Price	Quantity	Discount	Revenue	Total
<b>Date:</b> 6/5/2018 <b>Client:</b> Toni Giovenco <b>Title:</b> Field Rental					
<b>Description:</b> Field Rental 1Full					
<b>Extra Info:</b> Field 1A Field 1B Tue 11/13/2018 7:30 PM-9:00 PM Tue 11/20/2018 7:30 PM-9:00 PM Tue 11/27/2018 7:30 PM-9:00 PM Tue 12/4/2018 7:30 PM-9:00 PM Tue 12/11/2018 7:30 PM-9:00 PM Tue 12/18/2018 7:30 PM-9:00 PM Tue 1/8/2019 7:30 PM-9:00 PM Tue 1/15/2019 7:30 PM-9:00 PM Tue 1/22/2019 7:30 PM-9:00 PM Tue 1/29/2019 7:30 PM-9:00 PM Tue 2/5/2019 7:30 PM-9:00 PM Tue 2/12/2019 7:30 PM-9:00 PM Tue 2/19/2019 7:30 PM-9:00 PM Tue 2/26/2019 7:30 PM-9:00 PM Tue 3/5/2019 7:30 PM-9:00 PM Tue 3/12/2019 7:30 PM-9:00 PM Tue 3/19/2019 7:30 PM-9:00 PM					
	\$225.00	25.5	\$0.00	\$5,737.50	\$5,737.50
<b>Date:</b> 6/5/2018 <b>Client:</b> Toni Giovenco <b>Title:</b> Field Rental					
<b>Description:</b> Field Rental 1Full					
<b>Extra Info:</b> Field 2A Field 2B Wed 1/2/2019 4:30 PM-6:00 PM Wed 1/9/2019 4:30 PM-6:00 PM Wed 1/16/2019 4:30 PM-6:00 PM Wed 1/23/2019 4:30 PM-6:00 PM Wed 1/30/2019 4:30 PM-6:00 PM Wed 2/6/2019 4:30 PM-6:00 PM Wed 2/13/2019 4:30 PM-6:00 PM Wed 2/20/2019 4:30 PM-6:00 PM Wed 2/27/2019 4:30 PM-6:00 PM Wed 3/6/2019 4:30 PM-6:00 PM Wed 3/13/2019 4:30 PM-6:00 PM Wed 3/20/2019 4:30 PM-6:00 PM					
	\$225.00	18	\$0.00	\$4,050.00	\$4,050.00
<b>Date:</b> 6/5/2018 <b>Client:</b> Toni Giovenco <b>Title:</b> Field Rental					
<b>Description:</b> Field Rental 1Half					
<b>Extra Info:</b> Field 2B Wed 1/2/2019 6:00 PM-7:30 PM Wed 1/9/2019 6:00 PM-7:30 PM Wed 1/16/2019 6:00 PM-7:30 PM Wed 1/23/2019 6:00 PM-7:30 PM Wed 1/30/2019 6:00 PM-7:30 PM Wed 2/6/2019 6:00 PM-7:30 PM Wed 2/13/2019 6:00 PM-7:30 PM Wed 2/20/2019 6:00 PM-7:30 PM					

Wed 2/27/2019 6:00 PM-7:30 PM  
 Wed 3/6/2019 6:00 PM-7:30 PM  
 Wed 3/13/2019 6:00 PM-7:30 PM  
 Wed 3/20/2019 6:00 PM-7:30 PM

	\$140.00	18	\$0.00	\$2,520.00	\$2,520.00
Date:	6/5/2018	Client: Toni Giovenco	Title:	Field Rental	
Description:	Field Rental 1Full				
Extra Info:	Field 3A Field 3B Thu 11/15/2018 4:30 PM-7:30 PM Thu 11/29/2018 4:30 PM-7:30 PM Thu 12/6/2018 4:30 PM-7:30 PM Thu 12/13/2018 4:30 PM-7:30 PM Thu 12/20/2018 4:30 PM-7:30 PM Thu 1/3/2019 4:30 PM-7:30 PM Thu 1/10/2019 4:30 PM-7:30 PM Thu 1/17/2019 4:30 PM-7:30 PM Thu 1/24/2019 4:30 PM-7:30 PM Thu 1/31/2019 4:30 PM-7:30 PM Thu 2/7/2019 4:30 PM-7:30 PM Thu 2/14/2019 4:30 PM-7:30 PM Thu 2/21/2019 4:30 PM-7:30 PM Thu 2/28/2019 4:30 PM-7:30 PM Thu 3/7/2019 4:30 PM-7:30 PM Thu 3/14/2019 4:30 PM-7:30 PM Thu 3/21/2019 4:30 PM-7:30 PM				
	\$150.00	51	\$0.00	\$7,650.00	\$7,650.00
Date:	6/5/2018	Client: Toni Giovenco	Title:	Field Rental	
Description:	Field Rental 1Full				
Extra Info:	Field 1A Field 1B Mon 11/12/2018 4:30 PM-7:30 PM Mon 11/19/2018 4:30 PM-7:30 PM Mon 11/26/2018 4:30 PM-7:30 PM Mon 12/3/2018 4:30 PM-7:30 PM Mon 12/10/2018 4:30 PM-7:30 PM Mon 12/17/2018 4:30 PM-7:30 PM Mon 1/7/2019 4:30 PM-7:30 PM Mon 1/14/2019 4:30 PM-7:30 PM Mon 1/21/2019 4:30 PM-7:30 PM Mon 1/28/2019 4:30 PM-7:30 PM Mon 2/4/2019 4:30 PM-7:30 PM Mon 2/11/2019 4:30 PM-7:30 PM Mon 2/18/2019 4:30 PM-7:30 PM Mon 2/25/2019 4:30 PM-7:30 PM Mon 3/4/2019 4:30 PM-7:30 PM Mon 3/11/2019 4:30 PM-7:30 PM Mon 3/18/2019 4:30 PM-7:30 PM				
	\$225.00	51	\$0.00	\$11,475.00	\$11,475.00
Date:	6/5/2018	Client: Toni Giovenco	Title:	Field Rental	
Description:	Field Rental 1Full				
Extra Info:	Field 2A Field 2B Mon 11/12/2018 4:30 PM-7:30 PM Mon 11/19/2018 4:30 PM-7:30 PM Mon 11/26/2018 4:30 PM-7:30 PM Mon 12/3/2018 4:30 PM-7:30 PM Mon 12/10/2018 4:30 PM-7:30 PM Mon 12/17/2018 4:30 PM-7:30 PM Mon 1/7/2019 4:30 PM-7:30 PM Mon 1/14/2019 4:30 PM-7:30 PM Mon 1/21/2019 4:30 PM-7:30 PM Mon 1/28/2019 4:30 PM-7:30 PM Mon 2/4/2019 4:30 PM-7:30 PM Mon 2/11/2019 4:30 PM-7:30 PM Mon 2/18/2019 4:30 PM-7:30 PM Mon 2/25/2019 4:30 PM-7:30 PM Mon 3/4/2019 4:30 PM-7:30 PM Mon 3/11/2019 4:30 PM-7:30 PM Mon 3/18/2019 4:30 PM-7:30 PM				
	\$225.00	51	\$0.00	\$11,475.00	\$11,475.00
Totals:	\$1,190.00	214.5	\$0.00	\$42,907.50	\$42,907.50

### Payment Schedule and History

Date	Receipt #	Due	Paid	DueToDate	PaidToDate	BalanceTo Date	Payment Method
3/3/2018	17934	\$0.00	\$6,730.00	\$0.00	\$6,730.00	(\$6,730.00)	Check
<b>Payment Memo:</b>	Check #157457 Field Rental						
7/12/2018		\$8,581.50	\$0.00	\$8,581.50	\$6,730.00	\$1,851.50	
8/12/2018		\$12,872.25	\$0.00	\$21,453.75	\$6,730.00	\$14,723.75	
9/12/2018		\$12,872.25	\$0.00	\$34,326.00	\$6,730.00	\$27,596.00	
10/12/2018		\$8,581.50	\$0.00	\$42,907.50	\$6,730.00	\$36,177.50	