



**Wheaton Park District
Lincoln Marsh Requested Program Agreement**

Group Name: University of Chicago
 Type of Program: Travel Teams Course Number of People: 210
 DATE: 09/25/2019 Time: 9:30 am- 4:00 pm
 Total Fee: \$ 3850.00

RECITALS

- A. As used in this Agreement, Wheaton Park District includes its officers, officials, agents, employees and volunteers.
- B. As used in this Agreement, "premises" and "facilities" includes all facilities and common areas, including but not limited to parking facilities, restrooms, walkways, shelters, picnic areas, natural areas, cabins, etc.

NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. User shall remit the full balance due for the requested program two weeks prior to program date.
2. Payments received any later are subject to a \$25 late fee for Environmental Education Programs/\$50 late fee for Challenge Course Programs.
3. No refunds will be given for a decrease in the number of participants with less than two week's notice.
4. The last day to cancel a program without penalty is two weeks prior to the program date.
5. Programs canceled with less than two week's notice will be charged 25% of the total fee.
6. Programs canceled with less than 24 hour's notice will be charged the full amount.
7. Onsite programs are held entirely outdoors and are conducted rain or shine except when inclement weather creates unsafe conditions.
8. The Wheaton Park District reserves the right to cancel a program if staff determines it is unsafe due to inclement weather. Groups may reschedule or receive a partial refund if the program was in progress.
9. User shall comply with any and all applicable rules, regulations, ordinances and permit procedures.
10. User is solely responsible for providing any and all supervision at all times during any and all activities connected with and associated with this Agreement. Further, User shall be responsible for ensuring that all individuals in the group comply with all applicable rules and regulations pertaining to participation in Wheaton Park District programs and use of Wheaton Park District facilities.
11. User shall be responsible for and will pay for any damage to Wheaton Park District property caused by gross negligence or willful misconduct of any individuals in the group arising out of any and all activities connected with and associated with this Agreement.
12. Wheaton Park District does not assume any liability for property damaged, lost or stolen on the Wheaton Park District premises, or for personal injuries, damages or losses sustained as a result of participating in any and all activities connected with and associated with this Agreement. User hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that User may sustain as a result of this Agreement. User further agrees to waive and release the Wheaton Park District from any and all losses, claims, suits or judgments or damages that User might sustain as a result of any and all activities connected with or associated with this Agreement.
13. It is fully understood and agreed by the parties that ~~User~~ each Party shall fully defend, indemnify and hold harmless the ~~Wheaton Park District~~ the other party, including its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.
14. If applicable, User will set up the facility for User's function. User will take down the facility after User's function. User agrees to restore the facility to its prior condition.
15. Candles and open flames, including birthday candles, are prohibited inside park district buildings and cabins.

16. No beer, liquor or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the Wheaton Park District under this Agreement.
17. This agreement for requested programs will not be entered into by the Wheaton Park District unless said Agreement is signed by an authorized representative or agent of User and delivered to the Office of the Wheaton Park District.
18. This agreement may be revoked at any time at the discretion of the Wheaton Park District due to misrepresentation of User, the misconduct of individuals in the group or for misuse of property. Future requested programs may be denied to User.
19. This agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
20. This agreement may not be assigned by User without the Wheaton Park District prior written consent.
21. This agreement represents the entire understanding between the parties. This agreement may be modified or altered only by further agreement in writing between the parties.
22. Interpretation of this agreement shall be governed by the laws of the State of Illinois.

Photos

*2c
8/20/19*

The Wheaton Park District takes photographs or video of participants for promoting our programs, services, events, activities, and facilities in our program guides, website, or agency social media, etc. By participating in or attending any Wheaton Park District activities the participant (or parent/guardian of a minor participant) agrees to the use and distribution of his or her image (or images of a minor child/ward) in photographs, video recordings, and any other electronic reproductions of such activities for any purpose without inspection, compensation, or any other consideration now and in the future.

Warning of Risk

Recreational activities/programs are intended to challenge and engage the physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury when participating in any recreational activity/program. Understandably, not all hazards and dangers can be foreseen. Depending on the particular activity, participants must understand that certain risks, dangers and injuries due to inclement weather, slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defects, inadequate or defective equipment, inadequate supervision, instruction or officiating, and all other circumstances inherent to indoor and outdoor recreational activities/programs do exist. In this regard, it must be recognized that it is impossible for the district to guarantee absolute safety. Participants registering for strenuous activities are encouraged to seek a physician's approval.

I have read and fully understand the above Agreement. If responding on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

Date: 8/20/19
RECCA
Signature (a duly authorized representative)

Print Name: *Ricardo E Carter*
Address: *5807 S. Woodlawn*
Chicago IL 60637
Phone: (W) *773-702-7301*
(C) _____

Wheaton Park District

Authorized Signature

[Signature]
Print Name: *Michael Beyard*
Title: *Executive Director*

Email directly to: vmazzei@wheatonparks.org

Submit Form

EVENT CONTRACT ADDENDUM

The following terms and conditions of this Event Contract Addendum ("Addendum") are incorporated into and form a part of the Agreement between The University of Chicago on behalf of its Booth School of Business ("Chicago Booth") and **WHEATON PARK DISTRICT** ("Vendor"), Chicago Booth contract number **160600004139** ("Agreement") for the event scheduled **September 25, 2019** ("Event").

1. **Addendum Controlling.** The parties expressly agree that, in the event of a conflict between the terms of the Agreement or any attachments, exhibits or addenda thereto and the terms of this Addendum, this Addendum will supersede the applicable section or clause of the Agreement.

2. **Tax Exemptions.** Vendor acknowledges that Chicago Booth is a not-for-profit organization exempt from sales and use taxes in the State of Illinois (tax exempt ID Number E9990-5280-07), as well as Connecticut, District of Columbia, Washington DC, Florida, Massachusetts, Michigan, Minnesota, Missouri, New York, Tennessee, Texas and Wisconsin. Where applicable, Vendor agrees not to charge Chicago Booth for applicable taxes. Chicago Booth will provide a tax exempt certificate to Vendor upon request. Vendor agrees not to charge Chicago Booth finance charges for late payments.

3. **Refund of Deposit.** If the Event is cancelled by Vendor or for any reason other than cancellation by Chicago Booth, Vendor shall provide Chicago Booth with a refund of any deposits or other fees paid in connection with the event within 30 days of the cancellation.

4. **Cancellation by Chicago Booth.** If Chicago Booth elects to cancel the event with at least 7 days notice to Vendor, Vendor shall use commercially reasonable efforts to rebook the Event space to a third party, in which case Chicago Booth will not be liable for any cancellation or other fees. If Vendor is unable to rebook the Event space, Chicago Booth shall have the right to reschedule the Event for a mutually agreeable date within 180 days of the originally scheduled Event. Any deposits or other fees paid by Chicago Booth will be credited toward the rescheduled Event.

5. **Minimum Revenue Charges.** In the event the Agreement requires Chicago Booth to pay any liquidated damages or other fees for failure to meet any minimum revenue guarantee, Vendor agrees that any such fees paid by Chicago Booth may be used as a credit for another event held with Vendor on a mutually agreeable date within 180 days of the originally scheduled event.

6. **Alcoholic Beverages.** To the extent Vendor will serve alcoholic beverages in connection with the Event, Vendor agrees (a) to comply with all applicable laws and regulations related to the sale and service of alcoholic beverages and (b) that Chicago Booth has no responsibility with respect to such compliance.

7. **Publicity.** Each party agrees that it shall not, either directly or indirectly, use the name, trademarks, or logos of the other party or its subsidiaries in any press release or advertising material without the prior written consent of the other party.

8. **Liability for Damage.** Chicago Booth shall not have any liability or other financial obligation to Vendor for any damage occurring in connection with the Event, except for that which is caused by the gross negligence or willful misconduct of Chicago Booth or its invited guests.

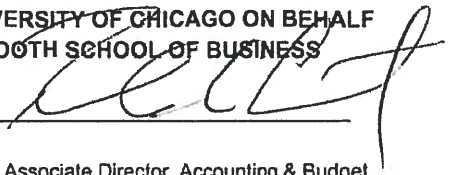
9. **Indemnification.** Vendor agrees to defend, indemnify and hold the University of Chicago and its Board of Trustees, officers, directors, employees, volunteers and agents harmless from and against any and all such losses, expenses, damages (including loss of use), demands and claims arising out of Vendor's actual or alleged (a) negligence or intentional misconduct, (b) violation of applicable law, rule or regulation, or (c) a breach of the Agreement or this Addendum.

10. **Dispute Resolution.** Any dispute arising out of this Agreement or Addendum shall be governed by the substantive law of Illinois without regard for Illinois choice of law rules. The venue for any dispute arising out of the Agreement or the Addendum shall be the Circuit Court of Cook County, Illinois or, if subject matter jurisdiction is present, the United States District Court for the Northern District of Illinois. Any arbitration or other alternative dispute resolution clause contained in the Agreement shall be deemed stricken from the Agreement.

WHEATON PARK DISTRICT

By: 
Its: Executive Director
Date: 8/26/19

**THE UNIVERSITY OF CHICAGO ON BEHALF
OF ITS BOOTH SCHOOL OF BUSINESS**

By: 
Its: Senior Associate Director, Accounting & Budget
Date: 8/20/19