



**Wheaton Park District
Lincoln Marsh Requested Programs/Facility Use Agreement**

Group Name: University Of Chicago Law Student Leaders
Type of Program: Teams Course Number of People: up to 90
DATE: 09/13/2018 and 09/14/2018 Time: 3:00-6:00pm and 8:15-11:45 am
Total Fee: \$ 2940.00

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 rented facilities and common areas, including but not limited to parking facilities, restrooms, walkways, hallways, 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. 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.
- 8. User shall be responsible for and will pay for any damage to Wheaton Park District property arising out of the use of the said facility(ies) pursuant to this Agreement.
- 9. Wheaton Park District does not assume any liability for property damaged, lost or stolen on the Wheaton Park District premises, or for personal injuries sustained on the premises during User's use of the premises and 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.
- 10. That no Wheaton Park District equipment or property shall be removed from the premises without written permission of the Wheaton Park District.
- 11. That, unless otherwise permitted, 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.

12. If applicable, User will set up the rooms/facility for User's function. User will take down the room/facility after User's function. User agrees to restore the facility to its prior condition.
13. User is solely responsible for providing any and all supervision at all times during User's use of any facility, including but not limited to the rented facility, and all common areas. Further, User shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations pertaining to use of Wheaton Park District facilities.
14. User shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
15. That this agreement for use of the Wheaton Park District facility(ies) and 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.
16. It is fully understood and agreed by the parties that User shall fully defend, indemnify and hold harmless the Wheaton Park District, 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.
17. User shall comply with any and all applicable rules, regulations, ordinances and permit procedures.
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 rentals may not be issued 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.

Date:

6/4/18

Signature (a duly authorized representative)

Print Name:

Ricardo E. Cortez

Address:

5807 S. Woodlawn

Phone: (W)

773-702-7304 Chicago, IL

(C)

Wheaton Park District

Authorized Signature

Print Name:

Michael Benard
Executive Director

Title:

6/12/18

Email directly to: vmazzei@wheatonparks.org

Submit Form

**THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS
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 **160600002595** ("Agreement") for the event scheduled **September 13, 2018** ("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: 6/13/18

**The University of Chicago on behalf of its
Booth School of Business**

By: 

Its: Senior Associate Director

Date: 6/14/18