

FACILITIES USE AGREEMENT

Our desire and goal are to present a clean and orderly appearance of Village Green Baptist Church to the glory of God in our Lord Jesus Christ. These guidelines are given for the consistent maintenance of the building. We welcome you, are glad to make this facility available to you, and greatly appreciate your help in working toward this goal.

1. Terms of Agreement and Fees:

Village Green Church, hereinafter referred to as "VGC" grants to the Wheaton Park District, hereinafter referred to as "WPD," permission to use our facility, grounds, and/or equipment, each Monday, Tuesday, Wednesday, and Thursday, excluding legal holidays, for the period from November 10, 2025 through March 27, 2026 between the hours of 4:30-9:00 PM under the conditions as described for the VGC property located at 200 S. Lambert Road, Glen Ellyn, IL 60137. VGC agrees to make available the gym. Requests for use of the church sanctuary/auditorium and any audio/visual equipment therein may be submitted to VGC with reasonable notice.

VGC facilities are intended to be used as a ministry to the community, and to be used for church-approved purposes only. These uses must be consistent with the mission of the church ministry and shall not conflict with the teaching and/or values of this ministry. Therefore, use of the facilities shall be limited to direct educational use for the benefit of WPD participants. No other religious, commercial, or political use is sanctioned under this agreement.

WPD agrees to pay VGBC a total of \$17,250 over the course of the rental period. Payment by WPD thru check payable to Village Green Church shall be made monthly beginning November 10, unless other arrangements have been made. Additional fees payable to VGC may be levied if additional facilities, grounds, and/or equipment, or additional services not described above are used.

Any fixed property or equipment owned by VGC found to be lost, damaged, or rendered unusable by WPD participants, parents, staff, or other associated persons must be paid for at its full repair or replacement cost.

Any grounds owned by VGC found to be damaged or rendered unusable by WPD participants, parents, staff, or other associated persons must be paid for at its full repair cost.

A copy of a Certificate of Insurance containing an endorsement naming Village Green Church, as an additional named insured during the period of use, with a minimum amount of \$1,000,000, must be provided prior to using facilities or grounds. The minimum insurance coverage specified in this paragraph may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. VGC acknowledges and agrees that Park District's membership in the Park District Risk Management Agency ("PDRMA") and its

naming of VGC as an additional insured as allowed under the applicable policy or policies of PDRMA satisfy the requirements of this paragraph.

2. Conditions of this Agreement:

- a. Priority: The VGC reserves the right to prioritize facility use between non-church organizations.
- b. Cancellation: Use of VGC facilities, grounds, and equipment by the VGC take precedent, therefore, this Agreement is subject to cancellation of WPD activities at the premises by either party. Notice of cancellation will be given with reasonable advanced notice. Such notice of cancellation applies when weddings, funerals, rehearsals, practice sessions, maintenance and repair, event decorating, and any other church-related activities require the use of the facilities, grounds, and equipment.
- c. Limitations: Use of facilities, grounds, and equipment is limited to the dates/times specified on this agreement as set forth above. Use of requested or other facility areas, grounds, or equipment not specified is permitted only with prior agreement by VGC.
- d. Prohibited behavior and items: Possession or consumption by participants and/or parents of alcoholic beverages, tobacco, e-cigarettes, vaping, or illegal drugs or substances, and any acts of violence is not permitted.
- e. Supervision: WPD hereby makes and represents that the organization will and does assume responsibility to supervise and be responsible for the proper conduct of individuals attending the class; to reimburse any cost for the necessary police, para-medical and/or fire protection personnel if deemed necessary by VGC officials. WPD agrees to use its reasonable, good faith efforts to provide and ensure adequate supervision of all participants.
- f. WPD agrees to abide by all relevant policies including its bylaws and constitution, and specifically to the policy and procedures regarding the use of facilities, grounds, and/or equipment. WPD is required to comply with all Federal, State, and Local safety and health mandates in place prior to operating under this Agreement.
- g. WPD further agrees that in consideration of the granting of use, WPD will hold VGC, its Pastors, Officers, and agents, harmless from all claims, debts, demands, costs, expenses, and damages, which may arise out of or be in any way connected with the use of said facilities, grounds, and/or equipment described in this agreement, except to the extent such claims, debts, demands, costs, expenses, or damages arise, in whole or in part, from the negligent or intentional acts or omissions of VGC, or its pastors, officers, and agents.

h. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

Approved:

X Steve Johnson
Steve Johnson
Village Green Baptist Facilities Director

X Jeremy T. Straus
Jeremy T. Straus
Senior Pastor

X Wheaton Park District m. Ban Executive Director 11/3/25
X Wheaton Park District