

**AN AGREEMENT BETWEEN THE VILLAGE OF OAK PARK
AND THE OAK PARK EDUCATION FOUNDATION
FOR THE USE OF VILLAGE OF OAK PARK FACILITIES**

THIS AGREEMENT is entered into this _____ day of _____, 2015, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter "Village"), and the Oak Park Education Foundation (hereinafter "Foundation").

RECITALS

WHEREAS, the Village of Oak Park is the owner of the Public Works Facility at 201 South Boulevard; and

WHEREAS, the Foundation is conducting a "Mural Project Camp" summer program (hereinafter referred to as "Camp Program"), and has asked the Village for permission to use portions of the Village's Public Works Facility for the Camp Program; and

WHEREAS, the Village has agreed to permit the Foundation to use the Village's Public Works Center located at 201 South Boulevard for activities related to the Camp Program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the Parties agree as follows:

1. FACILITIES TO BE PROVIDED BY THE VILLAGE. The Village shall provide the following facilities (hereinafter "Facilities") for the Foundation's Camp Program:

1.1. Use of the lunchroom and an area for cleanup of painting tools in the Public Works Center.

2. DUTIES OF THE FOUNDATION.

2.1. Prior to their participation in the Camp Program at the Village's Facilities, the Foundation shall require all Camp Program participants to execute a "Waiver and Release" on the form attached hereto as Exhibit A.

2.2. Camp Program participants shall be subject to the policies, regulations, direction and authority of the Foundation and the Foundation's employees while participating in the Camp Program. The Village assumes no responsibility for the safety or instruction of the participants or camp counselors while on Village property. Camp counselors shall meet with the Village's Public Works Director prior to the first day of camp to receive any rules, standards, practices or policies related to the use of the facilities. Camp counselors shall be required to incorporate those rules, standards, practices and policies in their management and instruction of the Camp Program.

2.3. Foundation shall provide all Camp Program materials and supplies. The Village is

not required to provide any materials or supplies.

2.4 The Foundation and the Village shall agree on the number of camp participants in the Camp Program at the Village's Facilities prior to the use of the Village's Facilities.

2.5 The Foundation shall designate, in writing, a person(s) to act as its authorized representative(s) with regard to the matters set forth in this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with regard to the matters set forth in this Agreement.

3. RIGHTS AND DUTIES OF THE VILLAGE

3.1 The Village's authorized representative shall be its Public Works Director. The Public Works Director shall designate the areas in the Facilities which shall be made available to the Foundation and the times and dates during which the Facilities shall be made available.

3.2 The Public Works Director has the discretion to request the removal of a Camp Program participant or restrict their participation in the program in the case where the participant is not following the rules, standards or policies of the Village or if the Village deems a participant's actions to be detrimental to his or her own health, safety or welfare, the health, safety or welfare of others, or the operations of the Village.

4. TERM AND RENEWAL.

4.1. This Agreement shall be effective on June 15, 2015 and shall continue in effect until June 19, 2015, or such earlier date that the Camp Program concludes.

5. INDEMNIFICATION

5.1. The Foundation shall indemnify, hold harmless and defend the Village and its officers, employees and agents from and against all injuries, deaths, losses, damages, including property damage, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against the Village and its officers, employees and agents as a consequence of the conduct of the Foundation's Camp Program participants, students, employees, agents and independent contractors, and Foundation's use of the Facilities pursuant to this Agreement.

5.2. The Village shall provide notice to the Foundation in the event that any person or entity makes a claim or demand in connection with the conduct of the Foundation's Camp Program participants, employees, agents and independent contractors, or Foundation's use of the Facilities from which the Foundation shall be obligated to indemnify, hold harmless and defend the Village.

5.3. In any such claim, demand or action against the Village arising from the conduct of the Foundation's students, employees, faculty, agents and independent contractors, and the Foundation's use of the Facilities, equipment, and apparatus pursuant to this Agreement, the Foundation shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses.

5.4. Nothing in this Agreement shall be construed as prohibiting the Village and its officers, employees and agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

6. INSURANCE

6.1. At its own expense, the Foundation shall obtain and keep in force during the duration of this Agreement broad form comprehensive general liability insurance or self insurance with the following minimum limits: The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

6.1.1. Comprehensive general liability, with a general aggregate of \$5,000,000.00 and \$5,000,000.00 for each occurrence.

6.1.2. Worker's compensation insurance in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all applicable employees pursuant to this Agreement.

6.1.3. Comprehensive automobile liability, with coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage, with a combined single limit coverage of \$5,000,000.00.

6.1.4. An umbrella policy, with a general aggregate of \$10,000,000.00 and \$10,000,000.00 for each occurrence.

6.2. The Village, its officers, employees and agents shall be named as additional insureds on all insurance policies, except Worker's Compensation during the entire term of this Agreement. Said policies shall not be allowed to expire or be cancelled, nor shall said coverages be reduced, without fourteen (14) days prior written notice to the Village.

6.3. The insurance protection required by this Agreement or otherwise provided by Foundation, shall in no way limit Foundation's responsibility to indemnify, keep and save harmless, and defend the Village and its officers, employees and agents as herein provided.

7. GENERAL RELEASE AND COVENANT NOT TO SUE.

7.1. The Foundation forever releases and discharges the Village and its officers, employees and agents from all claims, demands, damages, actions or causes of action which may arise out of the use of the Facilities for the Foundation's Camp Program, except for the intentional or willful acts of the Village or its officials, employees and agents.

7.2. Foundation covenants not to sue or otherwise bring any action in law or equity against the Village and its officers, employees and agents for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Foundation, its employees, agents, and/or students, may sustain as a result of the use of the Village's facilities, except for the intentional or willful acts of the Village or its officials, employees and agents.

8. ENTIRE AGREEMENT.

8.1. This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements, whether oral or written, between the Parties respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party.

8.2. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

8.3. All negotiations between the Parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

9. NOTICES.

9.1. All notices, demands, or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery to the party at their respective addresses as follows:

To the Village:

John Wielebnicki
Director of Public Works
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302

To the Foundation:

10. BINDING AUTHORITY.

10.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

11. EFFECTIVE DATE.

11.1. The Effective Date of this Agreement as reflected above shall be the date that the Village Manager executes this Agreement as reflected below.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF OAK PARK

OAK PARK EDUCATION FOUNDATION

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____

Date: _____

ATTEST:

ATTEST:

By: Teresa Powell
Its: Village Clerk

By:
Its:

Date: _____

Date: _____

EXHIBIT A

**CONSENT, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE
RELATED TO OAK PARK EDUCATIONAL FOUNDATION BASE CAMP PROGRAM**

I, _____ (print name) swear, affirm or attest that I am over eighteen (18) years of age and that I am the parent or guardian of _____ (print name) my minor child or ward ("Child"). I have the legal authority to execute this Consent, Assumption of Risk, Waiver of Liability and Release on behalf of myself and my Child.

I have enrolled or seek to enroll my Child in a camp program operated by the Oak Park Education Foundation ("the Program"), a portion of which will take place at the Village of Oak Park's Public Work's facility located at 201 South Boulevard, Oak Park ("Facility"). I understand that this Facility is a fully operational Public Works facility out of which the Village of Oak Park operates a fleet of trucks, equipment and vehicles, various types of machinery and materials, and at which the Village operates a truck, equipment and auto repair facility, and that power tools, various kinds of equipment and machinery are operated at the Facility and chemicals, and other hazards normally associated with an auto repair facility are present.

By signing below, I agree on behalf of myself and my Child, and his or her heirs, assigns, executors and administrators, to release and hold harmless the Village, its officers, employees, volunteers, agents, and assigns, from any and all claims or lawsuits for personal injuries, including death, property damages, losses, suits, costs (including reasonable attorneys' fees), damages, expenses, judgments, liabilities, or liens, arising directly or indirectly from my Child's participation in the Program during any applicable period that my Child participates in the Program, unless the above mentioned injuries, damages or losses are the result of a willful or wanton act by the Village, its officers, employees, volunteers, agents and assigns.

I recognize that the Program will include physical activity and that my Child may encounter moving vehicles and equipment, natural and manmade hazards, environmental conditions, diseases and other similar conditions, including those listed above.

I affirmatively state that my Child is free from any known heart or other health problems that might prevent me from participating in any of the activities associated with the Program and that my Child is sufficiently physically fit to participate in the Program activities.

I understand that no type of insurance or health coverage will be provided to my Child as part of his or her participation in the Program. I certify that I have medical insurance in amounts sufficient to cover the cost of any emergency or other medical care for my Child as a result from my Child's participation in the Program. I affirmatively state that if I do not have medical insurance, I shall be personally responsible for the cost of any emergency or other medical care provided to my Child as a result of his or her participation in the Program.

My Child shall comply with all Village guidelines, rules, orders, directions, instructions and regulations regarding his or her participation in the Program and I waive any and all claims and causes of action on my own behalf or on behalf of my Child resulting from my, or my child's failure to follow said rules, orders, directions, instructions, and regulations. My Child's participation in the Program is strictly voluntary and I am allowing my Child to participate at his or her own risk.

I have carefully read and understand and agree to this Consent, Assumption of Risk, Waiver of Liability and Release.

By: _____
Signature of Parent of Guardian Date

Address: _____