

NON-EXCLUSIVE LICENSE AGREEMENT

July 1, 2015 to June 30, 2020

This Agreement entered into the 24th day of March, 2015 by and between the Board of Education of Winnetka School District No. 36, County of Cook, State of Illinois, a body politic and corporate (hereinafter referred to as "Board"), and Scottish Soccer Academy LLC., an Illinois Limited Liability Corporation (hereinafter referred to as "SSA").

WITNESSETH:

WHEREAS, Section 5/10-22.10 of The School Code, 105 ILCS 5/10-22.10, authorizes the Board to grant the use of school grounds under such provisions and control as it may see fit to impose, and to provide for the conducting of recreational, social or civic activities on the school grounds; and

WHEREAS, SSA desires to use a portion of the playground at Carlton Washburne School for its organized youth soccer activities;

NOW, THEREFORE, in consideration of mutual covenants hereinafter stated and the recitals hereinabove set forth, the parties hereto agree as follows:

1. **License**. The Board hereby grants to SSA a license to occupy and use the following described property (hereinafter "the licensed premises"), for the term stated in paragraph 11 of this Agreement:

The parties shall by agreement stake the perimeter of the licensed premises. At SSA's expense, Board shall engage a licensed surveyor to define and prepare a survey of the licensed premises. The survey of the licensed property shall be attached to this agreement as Exhibit A, and shall be incorporated by reference as a part of this Agreement.

2. **License Fee**. SSA shall pay a license fee of Thirty Thousand Dollars (\$15,000.00) for each season of use (Fifteen Thousand for the Fall Season, and Fifteen Thousand for the Spring Season) plus maintenance of the soccer fields in accordance with paragraph (7) seven. SSA shall make payment to the Board for each season prior to the scheduled opening date of usage for that season.
3. **Permitted Use**. SSA may use the licensed premises for the following soccer activities: try-outs, practice, player selection, exhibitions, tournaments and games with soccer teams from other areas when said property is not being used for school purposes or uses and when said activities do not interfere with the conducting of business of the Board; provided, that SSA shall provide a schedule of its proposed activities for the Fall and Spring Seasons by August 1st

for each year of the License Agreement for approval by the Board.

4. **SSA Duties and Ancillary Permitted Activities.** In connection with the license and uses provided for in paragraphs 1 and 2 above, SSA shall be authorized:

- (a) To maintain permanent landscaping¹ for two soccer fields;
- (b) To install and to remove daily from such locations as provided in Paragraph 10 of this Agreement, temporary equipment and improvements necessary to conduct soccer activities including, but not limited to, items as described in attached Exhibit B;
- (c) To remove daily additional equipment and temporary improvements not listed and described in Exhibit B, which is attached hereto and incorporated by reference herein. SSA acknowledges that the soccer fields are used for physical education classes and must not be encumbered with soccer equipment and any temporary improvements which impair the educational program of the District.
- (d) To use in "as is" condition and to similarly maintain the items owned by Board, identified in Exhibit C which is attached hereto and incorporated by reference, herein, which are presently on the subject property, provided that SSA shall return said items to the Board in like condition as received, reasonable wear and tear excepted, when this license expires;
- (e) To use school parking facilities during its activities, and to use all existing roadways; provided, however, that no vehicles shall be driven upon these roadways except for deliveries and essential services which do not interfere with school business; and
- (f) To sell refreshments other than alcoholic beverages on the subject property during SSA activities. SSA is responsible for removal of all garbage and debris from the premises at the conclusion of each day's activities.

5. **Prohibited Uses and Activities.** In connection with the license and uses provided for in paragraphs 1 and 2 above, SSA shall NOT be authorized:

- (a) To bring on site or use portable toilets.
- (b) To store any equipment on site.

6. If in the event use of the Washburne School toilet facilities are required, SSA shall pay the rate of Forty Five (\$45.00) Dollars an hour with a 3-hour minimum

¹ Note during adverse weather, the playing fields pond.

for custodial services. SSA shall reasonably notify Board of its desire to utilize school toilet facilities.

7. **SSA Maintenance of and Improvements to Licensed Premises and Board Property.** SSA agrees that, during the term of the License for the Fall Season and the Spring Season, SSA shall maintain all existing property and approved improvements in good condition and repair, and shall be responsible for maintenance and upkeep of the subject property including picking up and removing all litter and trash, weekly cutting of grass on soccer fields, fertilizing one time a year, aerating once each Season, top dressing, and seeding and sod patching as needed. For each year of this Agreement, the Fall Season shall begin no earlier than August 20 each year and end no later than November 10. The Spring Season shall begin no earlier than April 1 and end no later than June 15.

SSA agrees that it will sod one large field area, said field area to be designated on Exhibit A to this Agreement, which area shall be ready for use by the beginning of the Fall 2015 Season.

In addition to the License Fees it pays to the Board under Section 2 of this Agreement, SSA agrees that it will pay up to Fifty Thousand Dollars (\$50,000.00) for the construction and installation of a running track at a designated site owned and operated by the Board. The running track shall be completed and ready for use by the beginning of the Fall 2016 Season.

8. **Insurance Requirements.** SSA agrees to carry and maintain coverage providing the minimum insurance coverage as set forth herein during the term of this Agreement at SSA's sole cost and expense as follows:

(a) **WORKERS COMPENSATION:**

\$500,000 per accident

\$500,000 disease, policy limit

\$500,000 disease, each employee

Workers compensation policy will be endorsed with a waiver of recovery or subrogation pursuant to form WC0003 13 or equivalent in favor of Board.

(b) **COMMERCIAL GENERAL LIABILITY** broad form property damage, covering bodily injury and property damage with the following minimal limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate per project

Board shall be endorsed with FORM CG 25 04 as an additional insured on a primary and non-contributory basis.

(c) **COMMERCIAL AUTOMOBILE LIABILITY** including all owned, non-

owned, and hired automobiles covering bodily injury and property damage, including uninsured and underinsured motorist coverage for the following minimal limits:

\$1,000,000 combined single limit each occurrence or

\$2,000,000 Bodily Injury per Person, per Occurrence and Property Damage Per Occurrence.

(d) UMBRELLA LIABILITY covering excess of employers liability, commercial liability and automobile liability with underlying limits as shown in paragraphs a. b. and c which shall name college as an additional insured for the following limits:

\$5,000,000 each occurrence

\$5,000,000 aggregate

9. **Licensee's Covenant Against Liens.** SSA shall not suffer or permit any lien in favor of any of its contractors, subcontractors, or materialmen to attach to the Board's premises, or any part thereof; and the terms and conditions of every proposed contract made by SSA with any contractor and material man relating to the Board's premises shall be approved by the Board prior to contract. Any such contract for improvement shall require a performance and payment bond including the Board as an obligee for 100% of the value of the improvement. A signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by this Board. Any and all Board incurred legal expenses incurred in reviewing and approving said contracts shall be reimbursed to the Board by SSA.
10. **Indemnification/Hold Harmless.** SSA agrees to indemnify and hold harmless the Board from any costs, charges, loss, damage, claim, liability, arbitration or litigation by reason of or on account of the use of the licensed premises or the operation of the Soccer Academy any and all construction, reconstruction, repairs, operation and maintenance of any improvement by SSA upon said property, excepting such damages as may hereinafter arise from the negligence of the Board and SSA agrees to make good any loss, damage or costs that the Board may pay including reasonable attorney fees, if any arising from arbitration or litigation as aforesaid.
11. **Compliance with Law/Non-discrimination.** SSA shall at all times comply with all requirements of Federal, State and local regulatory authorities, including but not limited to the Movable Soccer Goal Safety Act, 430 ILCS 145/ 1 et seq., and give assurances to the Board of such compliance from time to time as the Board requests.

SSA agrees that it shall not discriminate against anyone on the grounds of race, color, religion, sex, national origin, ancestry, citizenship status, age, marital

status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.

12. **Cost of Repairs.** SSA shall be responsible for the labor and material cost of repair to damaged Board property and facilities after reasonable notice, if such damage arises out of the use of such facilities by SSA.
13. **Removal of Temporary Improvements.** All temporary improvements set forth in Paragraphs 3(b) and 3(c) shall be considered the personal property of SSA and shall be removed from said daily so as not to interfere with Board's outdoor education program. Any such temporary improvements made by SSA and not so removed shall become the personal property of the Board, and the Board shall have the power to use or dispose of such property in any manner it deems appropriate. No improvement shall be made by SSA which is permanent in nature.
14. **License Term.** The term of the license shall be for the period from July 1, 2015 to June 30, 2020. Upon termination of the license by expiration or otherwise, SSA shall return the subject property in good condition to the satisfaction of the Board.
15. **License Renewal.** The parties may renew this Agreement by mutual consent given for a period of up to five (5) years as the parties may further agree in writing. Either party shall notify the other in writing by January 31, 2020 of a request to renew the license. The Board may terminate this Agreement by giving the SSA 120 days' notice prior to termination if the property is sold, if it is needed for educational purposes, or if the property is required under the terms of a lease for the building or a portion thereof.
16. **Termination Prior to Expiration.** If this Agreement is terminated prior to the expiration date, the Board shall not be liable to SSA for any expenses incurred for maintenance or improvement of the property or for any other expenses of SSA in connection with the licensing agreement.
17. **Notice.** Any notice mailed, addressed to SSA or delivered to SSA shall be notice hereunder by the Board. Any notice mailed by certified mail or delivered to the Board shall be notice by SSA.
18. **Assignment.** The license described in this Agreement shall be assignable only upon written consent of the Board and all rights and obligations under this Agreement shall thereupon inure to the benefit of any successors and assigns of the respective parties hereto.
19. **Participation Opportunity for District 36 Students.** SSA shall extend full

participation privileges to students situated within the school boundaries of the Winnetka Public Schools, District 36. The defined students shall be offered the right to participate under the same conditions provided all other SSA participants. The offer to participate may include participation fees which are the same but not greater than those fees imposed upon all other participants.

20. **SSA Program Supervision.** SSA shall, at its expense, provide appropriately trained and qualified adult supervision and security sufficiently adequate to the scope and nature of its activities on the property pursuant to this License Agreement. Adult supervisors shall be trained and qualified in emergency medical care, including but not limited to automated external defibrillator, cardiopulmonary resuscitation. SSA shall develop a written Emergency Medical Response Plan in accordance with the Fitness Facility Emergency Act, 210 ILCS 74/ 1 et seq., and Rules adopted by the Department of Public Health. SSA shall at all times have available while on site an automated external defibrillator in accordance with Illinois law.
21. **Board Rules and Regulations.** The Board reserves the right to make such other and further reasonable rules and regulations as in the judgment of the Board may from time to time be required for the safety of persons upon the premises, for the care and cleanliness of the premises, and for the preservation of good order thereon.
22. **Other Uses.** The Board reserves the right to use for school purposes all of the improvements described herein and such other improvements as are from time to time made by SSA. The Board reserves the right to license or permit the utilization of the licensed premises by other users during times not scheduled for use by SSA in its Season Schedule provided to the Board by August 1 each year. In addition, but not by way of limitation, SSA agrees to work the Kenilworth-Winnetka Baseball Association ("KWBA") to make adequate playing fields available for the annual KWBA Memorial Day Tournament.
23. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties concerning the subject matter, and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. The parties hereto may amend this License Agreement in any respect by mutual agreement, in writing, signed by each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers and attended by their respective secretaries on the day and year first above written.

ATTEST:

BOARD OF EDUCATION
WINNETKA SCHOOL DISTRICT NO.
63
COOK COUNTY, ILLINOIS

Secretary

By: _____
President

ATTEST:

SCOTTISH SOCCER ACADEMY LLC

Secretary

By: _____
President

EXHIBIT A

Survey – A copy of the Survey is on file in the District’s Administrative Offices.

EXHIBIT B [Temporary Equipment to be supplied and removed by SSA)

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EXHIBIT C [District personal property and equipment on licensed site]

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