

Joliet Park District

Request for Proposal

Inwood Ice Arena Pro Shop

The Joliet Park District is accepting proposals from vendors to operate a Pro Shop at the Park District's Inwood Ice Arena, 3000 West Jefferson Street, Joliet, Illinois 60435.

Specifications and proposal forms are available online at jolietpark.org (under "About Us") or for pick-up by interested vendors at the Joliet Park District's Administrative Offices, located at the Inwood Athletic Club, 2nd Floor, 3000 West Jefferson Street, Joliet, IL 60435, from 8:00 a.m. to 4:00 p.m., Monday - Friday, excluding holidays.

Each proposal must be placed in a sealed, opaque envelope clearly marked "**Sealed Proposal: Inwood Ice Arena Pro Shop**" and addressed to the Joliet Park District, Inwood Athletic Club, 2nd Floor, 3000 West Jefferson Street, Joliet, IL 60435, **Attention:** Tom Carstens. Proposals will be received until 5PM Friday, **February 15, 2019.**

The Joliet Park District Board of Commissioners reserves the right to waive any technicalities or irregularities, to accept or reject any or all proposals, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any vendor against the Joliet Park District.

By order of the Joliet Park District Board of Park Commissioners, 3000 West Jefferson Street, Joliet, IL 60435.

Published on February 1, 2019.

Tom Carstens
Executive Director



REQUEST FOR PROPOSALS INVITATION TO SUBMIT PROPOSALS

INWOOD ICE ARENA PRO SHOP

The Joliet Park District is requesting interested vendors to submit proposals for the operation of a Pro Shop at the Park District's Inwood Ice Arena located at 3000 W. Jefferson St., Joliet, IL 60435.

GENERAL SUBMISSION REQUIREMENTS:

Interested vendors must submit proposals in accordance with this RFP. Five (5) hard copies plus one digital copy of the complete proposal must be submitted. See "RFP Requirements" for the information required to be submitted in response to this RFP.

SUBMISSION LOCATION:

Joliet Park District, 2nd Floor, 3000 West Jefferson Street, Joliet Illinois 60435, Attention: Tom Carstens. The proposal must be placed in a sealed, opaque envelope and clearly labeled: "**Sealed Proposal: Ice Arena Pro Shop.**" No proposal will be accepted by fax or email.

SUBMISSION DATE

Proposals received after the submittal time will be rejected and returned unopened to the sender. All proposals are due by Friday, February 15, 2019 by 5pm.

CONTACT PERSONS:

Tom Carstens, Executive Director
Joliet Park District, 3000 West Jefferson Street Joliet, Illinois 60435
(815) 741-7275 Ext.102

Ted Brodeur, Director of Revenue Facilities
Joliet Park District, 3000 West Jefferson Street Joliet, Illinois 60435
(815) 741-7275 Ext.131

The District reserves the right to cancel this request for proposal at any time, to elect not to award the work listed, to reject any or all of the responses without disclosure for any reason, to waive any informality, irregularity, or technicality in any response received, to accept only portions of a proposal and reject the remainder, and to accept the proposal which is considered in the best interest of the District. Such decisions are final and not subject to recourse.

All proposals submitted must be guaranteed for not less than 120 days.

**JOLIET PARK DISTRICT
INWOOD ICE ARENA PRO SHOP**

FACILITY INFORMATION AND HISTORY

The Inwood Athletic Club is a 130,000 square foot facility. The Ice Arena, including the Pro Shop space, administrative offices and restaurant area was built in 1992. In 2005, the fitness Center, indoor swimming pool, walking track and exercise rooms were added.

The Pro Shop space is located in the Ice Arena and has been in place since it opened in 1992. The Pro Shop has been operated by two (2) different vendors since opening in 1992.

The Park District's intent is to enter into a contract with a vendor which will operate, manage and maintain a Pro Shop in the Inwood Ice Arena in accordance with this RFP. The proposed space for the Pro Shop facility is approximately 1,500 square feet and is located in the Ice Arena, next to the Ice Front Desk. See **Exhibit A** for a map of the space.

Tours of the proposed facilities can be arranged by contacting Tom Carstens at (815) 741-7275 ext. 102, Ted Brodeur ext. 131 or Dan Hinz at ext. 118.

**JOLIET PARK DISTRICT
INWOOD ICE ARENA PRO SHOP**

RFP REQUIREMENTS

A. GENERALLY

- A.1 Proposals are due as set forth in the Legal Notice and Invitation to Submit Proposals. Proposals received after the proposal submission date shall be deemed non-responsive and rejected by the Park District. Proposals will be opened and evaluated by an Evaluation Committee designated by the Park District, which shall comprise of District staff and Board members. The Evaluation Committee will evaluate the proposals based on the criteria set forth herein. Award of the contract will be made by the Joliet Park District Board of Park Commissioners based on the Evaluation Committee's recommendation.
- A.2 Addenda:
- A.2.1 Addenda are written instruments issued by the District prior to the proposal deadline which modify or interpret the RFP by additions, deletions, clarifications or corrections.
- A.2.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all vendors known to have received a complete RFP. Vendors in receipt of the addenda shall be permitted to submit new proposals or amend a submitted proposal, provided the proposal deadline has not passed.
- A.2.3 Vendor shall acknowledge receipt of all addenda received on its proposal. Such acknowledgement shall represent that vendor has reviewed and fully understands the contents of all addenda received.

B. EVALUATION OF PROPOSALS:

- B.1 The proposals submitted shall be evaluated solely in accordance with the criteria set forth in this RFP.
- B.1.1 The Evaluation Committee may interview any vendor who submits a proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for an interview.
- B.1.2 In the event the Evaluation Committee requests an interview, each vendor shall be prepared to give an oral presentation covering the following topics:
- (a) The specific services to be provided;
 - (b) Qualifications of the vendor, including work on similar projects, experience of personnel, etc.; and
 - (c) The working relationship to be established between the District and the vendor, including, but not limited to, what each party should expect from the other.
- B.2 Criteria for Selection:
- All proposals submitted in response to this RFP will be evaluated based on the following criteria:
- B.2.1 Compliance with RFP. This refers to the adherence to all conditions and requirements of this RFP.
- B.2.2 Understanding of the Services. This refers to the vendor's understanding of the engagement, the District's objectives, and the nature and scope of the services involved.
- B.2.3 Services to be Provided. This refers to the exact type and nature of the vendor's proposed services and how the vendor will accomplish the District's objectives.

B.3. Qualifications of the Vendor. Vendor's capability to perform the contract requirements based on the following criteria:

B.3.1 The experience of the firm and its record providing similar services. Vendor shall provide at least three (3) references of similar services provided, complete with a contact person, contact phone number and address, and the dates the services were provided;

B.3.2 Qualifications and experience of personnel to be assigned by vendor to provide the services;

B.3.3 The availability of personnel and other resources to successfully complete the services on a timely basis;

B.3.4 Ability to provide effective operation, management and maintenance of a sports retail shop (sales, patron usage, etc.) and status reporting to the District; and

B.3.5 Quality of merchandise and services in meeting District standards.

B.3.6. Financial Considerations.

B.3.6.1 License Fee. The District will assess each submission with respect to the flat fee proposed and how advantageous the allocation of potential revenues will be to the District. (Please note that the license fee is only one factor for consideration of award.)

B.3.6.2 Financial soundness and stability of the vendor.

B.4 Negotiations:

The Joliet Park District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The District may incorporate the successful vendor's entire proposal as part of the final contract. In such case, all responses and submissions provided by a vendor during discussions or negotiations, may be held by the Joliet Park District as contractually binding on the successful vendor.

B.5 Award:

Proposals will be evaluated and negotiated by the Evaluation Committee. The Evaluation Committee shall select a vendor based on the criteria set forth above and make a final recommendation to the Joliet Park District Board of Commissioners for consideration of award of the contract. The Joliet Park District Board of Commissioner's decision shall be final.

C. TERMS AND CONDITIONS OF RFP

C.1 Errors in Proposals:

Vendors are cautioned to verify their proposals prior to submission. Mistakes and errors made on the part of the vendor in preparing the proposal confers no right for withdrawal or modification of the proposal by vendor.

C.2 Reserved Rights:

The Joliet Park District reserves the right at any time and for any reason to cancel this RFP, to reject any or all proposals, to accept only portions of a proposal and reject the remainder, or to accept a proposal which is considered in the District's best interest. The District reserves the right to award one or more contracts for the services specified herein and to waive any informality, irregularity or technicality in any response received. The District may seek clarification from a vendor at any time and failure to respond

promptly may be cause for rejection.

C.3 Incurred Costs:

The Joliet Park District will not be liable in any way for any costs incurred by respondents in replying to this RFP. All documentation submitted in response to this RFP shall become the property of the Joliet Park District.

C.4 Interpretation or Correction of RFP:

C.4.1 Vendors shall promptly notify the Park District of any ambiguity, inconsistency or error which they may discover upon examination of the RFP prior to the proposal deadline.

C.4.2 Interpretations, corrections and changes to the RFP will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

C.5 Law Governing:

This contract shall be governed by and construed according to the laws of the State of Illinois.

C.6 Notice of Freedom of Information Act

After award of the contract, all responses, documents, and materials submitted by vendors pertaining to this RFP will be considered public information, subject to inspection.

By submitting a proposal or otherwise responding in any way to this RFP, each vendor acknowledges the following:

1. The Park District is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the vendor to the Joliet Park District is subject to disclosure to third parties in accordance with FOIA.

2. If a vendor intends for the Park District to withhold the vendor's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the vendor must include with its proposal submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the vendor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the vendor at the time of bid submittal will be presumed to be open to public inspection. The vendor may be required to substantiate the basis for its claims at a later time.

3. Notwithstanding timely notice received from a vendor in accordance with Section 7(1)(g), the Park District reserves the right, in its sole discretion and subject to applicable law, to withhold or release the subject information in response to a FOIA request.

D. PROPOSAL FORM AND CONTENT

D.1 Submission of Proposals:

D.1.1 To be considered, proposals are due on or before the date and time specified in the Legal Notice and Invitation to Submit Proposals. No proposal will be accepted by fax or email.

D.1.2 Each respondent shall submit five (5) copies hard copies and one (1) digital copy of the proposal.

D.1.3 Proposals are to be submitted in a sealed, opaque envelope, addressed as follows:
Joliet Park District
3000 West Jefferson Street Joliet, Illinois 60435
Sealed Proposal: Ice Arena Pro Shop
Attention: Tom Carstens

Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender.

D.2 Form of Application and Proposal:

The proposal form and application included with this RFP must be completed in full and signed by an officer with authority to execute contracts on behalf of the respondent.

D.3 References and Other Information:

D.3.1 Complete the enclosed "References" form. References should be businesses or other organizations for whom you have completed a similar engagement. A minimum of three references are requested; however, vendors may list more than three.

D.3.2 Vendors may, but are not required to provide, on a separate sheet, any other background information that may help the Evaluation Committee in its evaluation of the proposals.

D.4 Checklist of Items to be Submitted:

D.4.1 Pro Shop Application

D.4.2 Form of Proposal

D.4.3 References and Qualifications

D.4.4 Additional Information and Comments: Include any other information you believe to be pertinent, but not specifically mentioned elsewhere.

**JOLIET PARK DISTRICT
INWOOD ICE ARENA PRO SHOP**

SPECIFICATIONS AND GENERAL CONDITIONS

License

The Park District's intent is to enter into a contract with a vendor which will operate, manage and operate a Pro Shop in the Inwood Ice Arena in accordance with this RFP. The proposed space for the Pro Shop is approximately 1,500 square feet and is located in the Ice Arena. See **Exhibit A** for a map of the space.

Pro Shop Generally

The successful vendor will operate a family-friendly Pro Shop in the Licensed Space during the Hours of Operations as specified below. Extra hours and services will be provided by the successful vendor during special events such as hockey tournaments, figure skating events and other Park District sponsored events held at the Ice Arena. The successful vendor shall also work with Joliet Jaguars and Park District staff to provide skate sharpening, rental and other services during their programs.

The Park District reserves the right to: 1) sell merchandise as it deems appropriate at its Inwood Athletic Club and pool; and 2) authorized other third party vendors to sell merchandise at the Ice Arena during special events such as hockey tournaments, figure skating events and other Park District sponsored events held at the Ice Arena.

Inventory

Pro Shop will provide a sample inventory list (along with prices which include tax). The final inventory list will be based on the approval of the Park District. The inventory should include hockey equipment and accessories, figure skating supplies and other skating supplies. All inventory items shall be purchased from reliable and reputable suppliers.

Term

It is the intent of the Park District to execute a contract with the successful vendor for a period of three (3) years, with the Park District's option to renew for a maximum of two (2) successive three (3) year terms.

Payment Terms

As compensation for the rights granted under this proposal, the vendor shall agree to pay the Joliet Park District a guaranteed fee of not less than \$1,800.00 per month triple net which shall be paid in equal monthly installments not later than the 10th day of each and every calendar month through the term of this agreement.

Facility Supervision and Staff

The successful vendor shall provide a qualified on-site manager and sufficient staffing to operate the Pro Shop. Vendor shall provide additional staff during large events held at the Ice Arena such as hockey tournaments, figure skating events, and other Ice Arena special events. Vendor agrees that vendor's personnel shall provide services in a courteous, business-like and efficient manner. Designated Park District employees may require individual vendor personnel to modify behavior if such behavior is determined to be in violation of the agreement, District policies or applicable law.

Vendor's staff should appear clean, neat, orderly and otherwise appropriate for the services being provided. The District expects vendor's staff wear nametags.

Hours of Operations

The successful vendor shall provide, at minimum, services for the following hours at the Inwood Ice Arena

year round*:

M-Th from	9.00 A.M. – 8:00 P.M.
Friday from	9:00 A.M. – 9:00 P.M.
Saturday from	9:00 A.M. – 6:00 P.M.
Sunday from	9:00 A.M. – 5:00 P.M.

*Holiday hours must be approved and posted in advance

The vendor shall keep its hours posted at the Licensed Space and shall not close early unless otherwise instructed by the Park District. In the event that the Park District, in its sole discretion, finds it necessary or desirable to close any or all portions of the Inwood Ice Arena, the Park District shall not be liable to the vendor for lost profits or otherwise. The successful vendor shall have access to the Inwood Athletic Club/Ice Arena only at such time as the Club is staffed by Park District employees.

Maintenance Requirements

At all times during the license term, vendor shall maintain all licensed areas and all personal property located therein in a clean, neat, orderly and safe condition; including all fixtures for customer's convenience. Vendor shall collect and properly dispose of trash in receptacles.

Regular cleaning of the licensed areas is to be done by the vendor. This would include, but is not limited to, daily cleaning after closing, and periodic cleaning during periods of high use. District staff will conduct periodic inspections to ensure that the licensed space is meeting all City codes.

Park District Equipment

Vendor shall also have the use of Park District fixtures and equipment (collectively, "Licensed Equipment") as set forth in the attached **Exhibit B**. The Park District makes no warranty of any type as to the condition or fitness of the Licensed Equipment. Vendor shall be responsible for maintenance and repair of the Licensed Equipment during the term of the license. Should it become necessary to replace any of the Licensed Equipment, vendor shall do so at its expense and any such new equipment shall become the property of the Park District upon termination or expiration of the license. Any additional equipment (necessary for operations) which is brought in by vendor and is not affixed to the premises, shall remain the property of the vendor upon termination or expiration of the license. The Park District shall allow appropriate time for the removal of vendor owned property. Any modifications to the facility by vendor requires prior written approval by the Joliet Park District and shall be done at vendor's sole cost and expense.

The District shall have the right to enter the Pro Shop and conduct inspections of the area as it sees fit. Any District owned equipment may not be removed from the facility.

Legal Requirements

Vendor shall comply with all applicable federal, state and local laws, rules, regulations and requirements ("Legal Requirements") in the operation of the Pro Shop, including but not limited to all applicable sanitation, business licensing, safety, and employment Legal Requirements and any other Legal Requirements necessary for the vendor to provide the retail and related services at the Pro Shop as provided in the RFP. Vendor is responsible for obtaining and maintaining all necessary licenses and permits, at its sole cost and expense, during the term of its services with the District.

Marketing

It is understood that the names "Inwood Athletic Club," "Inwood Ice Arena" and any associated logos, is property of the Joliet Park District. The successful vendor will have a non-exclusive right to use this name and associated logos in conjunction with providing the Pro Shop services upon prior written approval of the

District. Any use of such name and logos shall cease at the end of this agreement by the vendor. The District will provide normal promotion and mention of vendor's services in the Park District's publications. Any additional advertising of vendor's services by the Park District may be done for a fee.

Utilities

The Park District will provide electricity, and access to restrooms for operation of the Pro Shop and vendor shall pay the District for all utility costs. However, any alteration of existing systems shall be the sole responsibility and expense of the vendor, with Park District approval.

Signage

The District retains the right to approve all signage and sign location prior to installation. Vendor must clearly display its company name and logo at each location to distinguish itself from the Park District.

Vendor must clearly display all merchandise prices. Signage should be professionally done and in good taste. Handwritten notes for merchandise or pricing will not be considered acceptable.

Insurance and Indemnification

Selected vendor must comply with the insurance and indemnification requirements as described in **Exhibit C**.

Miscellaneous Vendor Requirements

Other requirements of the selected vendor include the following:

- Vendor must maintain enough hockey and skating equipment, supplies and accessories to serve the public need.
- Vendor must clearly display its company name and logo to distinguish itself from the District.
- Vendor will be responsible for the proper disposal of all Pro Shop related refuse into containers provided by the District. Boxes must be broken down and placed in the appropriate containers. The garbage area must be kept clean.
- Consideration will be given to those vendors using "green" products and recycling.
- Gross sales reports for each facility must be provided monthly to the District.
- Audited annual Financial Statements must be provided annually to the District.
- Vendor may not install or place any equipment, including but not limited to merchandise, vending machines or merchandise tables in the hallway adjacent to the Licensed Space, without Park District approval.

Execution of Concession Agreement

Upon selection of the vendor(s), a final License and Concession Agreement, substantially in the same form as attached to this RFP in **Exhibit D**, will be negotiated and executed between the selected Vendor(s) and the District.

FORM OF PROPOSAL

Inwood Ice Arena Pro Shop

JOLIET PARK DISTRICT
3000 West Jefferson Street
Joliet, Illinois 60435

TO: Joliet Park District
3000 West Jefferson Street
Joliet, Illinois 60435

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____

In compliance with the Park District's RFP, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein for the Joliet Park District, as indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the RFP.

ACCEPTANCE: This proposal is valid for 120 calendar days from the date of submittal.

Name: _____
Printed

Name: _____
Signed

Title: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated. _____, 2019.

Addendum No. _____, Dated. _____, 2019.

In submitting this proposal, it is understood that the Joliet Park District reserves the right to reject any or all proposals, and to waive any informalities in any proposal.

_____ (Corporate Seal)
Business Name

Signature Print or Type Name

_____ Date

**JOLIET PARK DISTRICT
INWOOD ICE ARENA PRO SHOP**

PRO SHOP APPLICATION

Answers must be provided with supporting information as necessary.

1. Please describe your organization (Corporation, LLC, sole proprietor, etc.): _____

2. How long has this business been in existence under your control and/or ownership?

3. How many employees does your organization currently employ? _____

4. Provide information on other locations your organization currently operates.
Please include the name of the specific contact of the company your organization worked with and a
phone number for each location. _____

5. Identify the person in your organization that will be directly responsible for operating the services at the
Pro Shop and list the abilities, qualifications, licenses and experiences of this person relative to this work.

6. Have you or any other principal in your organization been involved in a legal dispute related to your
business operations? YES___ NO___
If yes, please describe the outcome of any legal proceedings or indicate if proceedings are ongoing.

7. Provide an inventory list of proposed sale items along with a suggested sales price for each item, for each location. **This inventory list will be used by the District as a component of the decision making process.** Changes in the inventory for good cause will be allowed at the sole discretion of the Park District.

8. Please specify your experience in ice skate sharpening.

9. All proposals must separate the expected annual fee to the District. It is the intent of the District to enter into a three-year agreement with the chosen vendor.

Year 1: _____

Year 2: _____

Year 3: _____

**JOLIET PARK DISTRICT
INWOOD ICE ARENA PRO SHOP
REFERENCES**

Please provide a description of and contact information from at least three organizations your organization has provided previous/similar services:

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

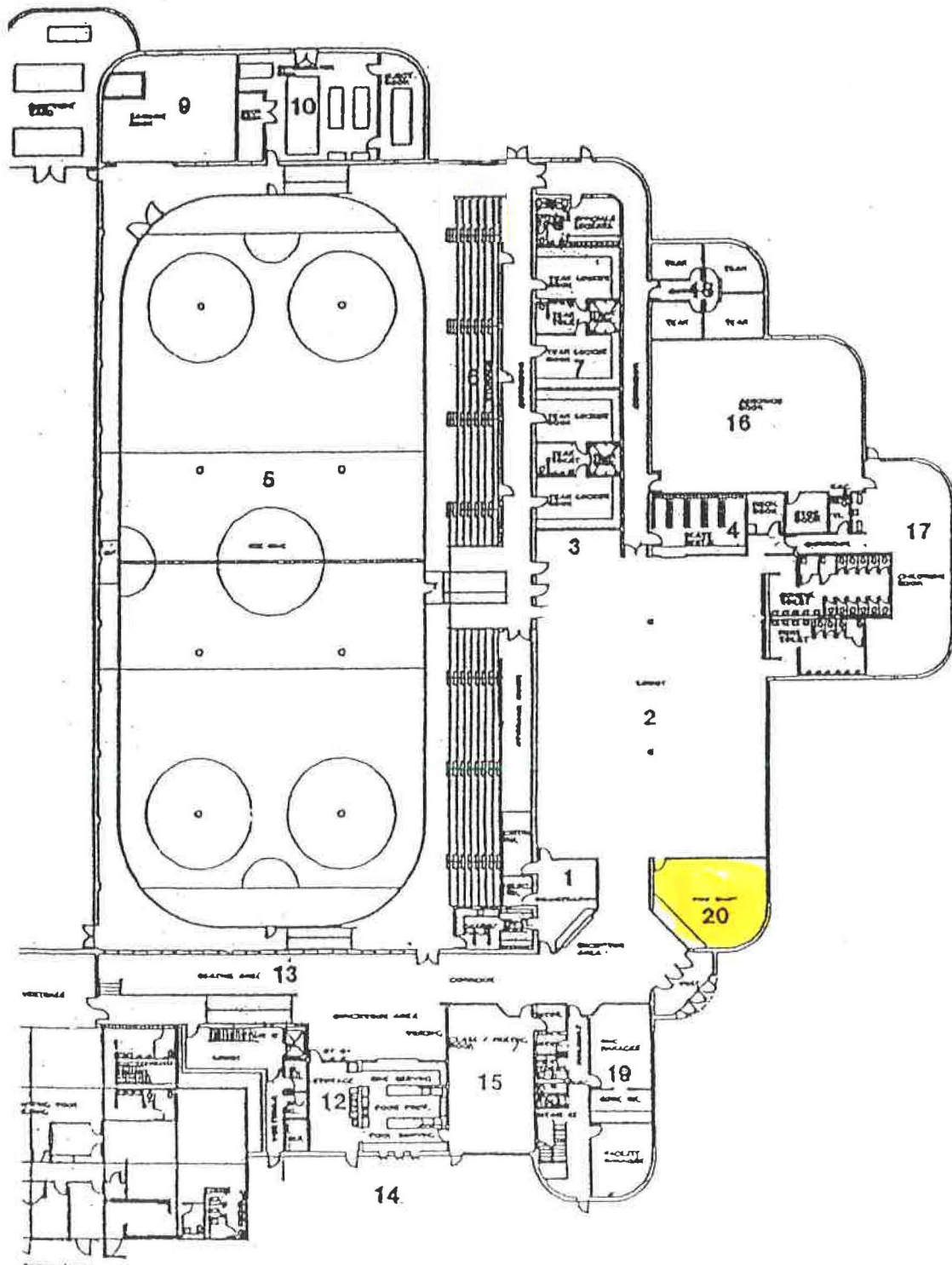
Complete this form and submit it with Form of Proposal.

Vendor's Name: _____

Signature: _____

EXHIBIT A LICENSED SPACE

EXHIBIT A



ECT GROUND FLOOR PLAN



EXHIBIT B
JOLIET PARK DISTRICT EQUIPMENT LIST

Pro Shop Counter

Rental Skate Racks

Ice Skate Sharpener

Limited No. of Rental Skates

EXHIBIT C- INSURANCE AND INDEMNITY REQUIREMENTS

INSURANCE REQUIREMENTS

Vendor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 4 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of the Vendor's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Vendor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's use of the premises. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all activities of the Vendor, its employees, agents and subcontractors.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to taking occupancy, Vendor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Vendor from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this license at District's option.

Vendor shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Vendor' liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless the District, its park commissioners, officers, employees, agents and volunteers from and against any and all liability, loss, damage, cost or expense, including court costs and reasonable attorney's fees, which any such indemnified person or entity may sustain, incur or be required to pay for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License or the operation of the Pro Shop, any act or omission of Vendor, its employees, agents, contractors, licensees, or invitees, or any of the activities contemplated by this Agreement, except that the Vendor shall have no liability for damages or the costs incident thereof caused solely by the negligent or intentional wrongful act of the District. Vendor shall similarly protect, indemnify and save harmless the District, its park commissioners, officers,

employees, agents and volunteers from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of this Agreement. Nothing contained herein shall be construed as, nor shall operate as, a limitation or waiver by the District, its agents, of the immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

EXHIBIT D – SAMPLE LICENSE AND CONCESSION AGREEMENT

LICENSE AND CONCESSION AGREEMENT

This License and Concession Agreement (“Agreement”) is entered into this _____ day of _____, 2019 (the “Effective Date”) between the Joliet Park District, an Illinois unit of local government and body politic, 3000 West Jefferson Street, Joliet, Illinois 60435 (the “Park District” or the “District”) and _____, an Illinois _____ (the “Licensee”). The Park District and Licensee are hereinafter sometimes individually referred to as a “Party” and together referred to as the “Parties.”

RECITALS:

A. The Park District is the owner of an ice skating facility offering hockey, figure skating and other related recreational events to the public at Inwood Ice Arena, 3000 West Jefferson Street, Joliet, Illinois (the “Arena”), and in conjunction with such operations, desires to contract with a responsible independent contractor to operate, manage and maintain a sports apparel, sports goods and equipment sales and service business located within the Arena (“Pro Shop”) for the patrons of said facility in accordance with this Agreement, and the Request for Proposal Specifications dated _____, 2019, attached to and incorporated as part of this Agreement as **Exhibit A**.

B. Licensee has represented to the Park District that Licensee is an experienced operator and manager of a pro shop, capable of providing quality sporting apparel, goods and equipment and related sales and services for patrons of the Arena and Licensee desires to obtain a license from the Park District to operate, manage and maintain the Pro Shop at the Arena.

C. The Park District does hereby deem it to be in the best interest of its residents to grant such license to Licensee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and Licensee hereby agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein by reference as though fully set forth.

2. **Grant of License.**

a. District hereby grants to Licensee, and Licensee hereby accepts and agrees to exercise, during the term of this Agreement, the exclusive right and privilege to operate, manage and maintain the Pro Shop and sell sports apparel, sporting goods and equipment and provide related sales and services, and for no other purpose, to the patrons of the Arena (“Services” or “Pro Shop Services”) , subject to such exceptions as are designated herein, from approximately 1,500 square foot of space in the Arena as depicted on **Exhibit B**, attached to and incorporated as part of this Agreement by reference (the “Licensed Space”). No other use of the Licensed Space is permitted unless approved in writing by the Executive Director of the Park District.

b. It is also agreed that the grant of rights hereunder shall be exclusive only with respect to the Licensed Space, it being understood that the Park District shall be entitled, in its discretion, to grant to any third party whatsoever, or to exercise itself, the right to sell merchandise and other items at the Inwood Athletic Club and pool.

3. **License Term.** The initial term of this Agreement shall commence upon the Effective Date and shall, unless terminated earlier pursuant to Paragraph 24 of this Agreement, end on_____. Unless terminated earlier pursuant to Paragraph 24 of this Agreement, the Park District shall have the right to renew this Agreement for two additional three-year terms: a) commencing on _____and ending on_____; and b) commencing on _____and ending on _____(the initial term and the subsequent two year terms shall collectively and sometimes individually be referred to as the “License Term”). The Park District shall provide its intent to renew this Agreement at least thirty (30) days prior to the end of the current License Term.

4. **Furniture, Fixtures and Equipment.**

a. In its conduct of the Pro Shop Services, Licensee shall be permitted to use the furniture, fixtures and equipment owned by the Park District listed on **Exhibit C**, attached to and incorporated by referenced in this Agreement (collectively, the “Licensed Equipment”). The Park District makes no warranty of any type as to the condition or fitness of the Licensed Equipment. Licensee shall exercise good care in its use of the Licensed Equipment and shall be responsible for maintaining the Licensed Equipment. The maintenance of an orderly and clean appearance of the Licensed Space and maintenance in good condition and repair of all other equipment not specified in Exhibit C in the Licensed Space is an essential obligation of Licensee. Licensee shall not remove any of the Licensed Equipment from the Licensed Space.

b. In the event that during the License Term any of the Licensed Equipment is damaged, destroyed, or fails to operate, Licensee shall pay the entire cost for repair or replacement as determined necessary by the Park District. All repaired or replaced Licensed Equipment shall remain the property of the Park District.

c. Licensee shall provide all furniture, fixtures and equipment not provided by the Park District which is necessary for Licensee to properly carry out its obligations under this Agreement. Any additional equipment which is brought in by Licensee and is not affixed to the Licensed Space, shall remain the property of the Licensee upon termination or expiration of this Agreement.

5. **Merchandise Items, Standard of Services, Signs and Marketing.**

a. Licensee understands that it is the desire of the Park District to offer to Park District patrons quality Pro Shop Services consistent with considerations of safe operations, space and equipment limitations, cost and consumer demand. Subject to compliance with applicable laws pertaining to the preparation and/or sale of same, Licensee is authorized to sell hockey equipment and accessories, figure skating supplies and other skating supplies and merchandise. The Pro Shop Services provided by Licensee shall at all times be courteous, eloquent, sanitary, efficient and sufficient to meet the demands of Arena’s patrons and the merchandise shall be of the highest quality. Licensee shall meet with representatives of Joliet Jaguars Hockey organization on a quarterly basis to review the

skating equipment, merchandise and apparel needs, and to discuss inventory and product offerings for upcoming events. The Park District and Licensee will mutually agree to any third party vendor that may sell merchandise or equipment at any special event held at the Arena such as hockey tournaments, figure skating events or other Park District sponsored events.

b. Commencing on the Effective Date and continuing at all times during the License Term, Licensee will operate the ice skate rental service at the Licensed Space during hours that the Park District conducts skating sessions in which ice skate rentals are needed. The hours of these sessions will be posted on an annual basis; but special sessions may be scheduled throughout the year during which Licensee's ice skate rental service will be required to open. Notice will be given to Licensee about the special dates and times for operation of the ice skate rental service. Commencing on the Effective Date and continuing at all times during the License Term, Licensee shall keep a sufficient number of quality skates in good working order and available to adequately provide the numbers needed for skating sessions and other skating events. Licensee shall insure the inventory of ice skates for its full value and shall assume all responsibilities for the inventory. Licensee shall request in writing from the Park District approval for ice skate rental fees for all skating sessions and other skating events. The Parties shall establish a mutually agreed upon rental skate replacement program within sixty (60) days after the Effective Date. During any partial replacement of the rental skate inventory, Licensee shall replace hockey and figure skates, adults' and children's sizes in equal numbers during each phase.

c. Licensee shall provide high quality skate sharpening services to the general public at reasonable, competitive prices, and skate sharpening services shall be available for specific hockey and skating events upon advance notice from the Park District. Commencing on the Effective Date, and continuing through the License Term, Licensee shall cause all rental skates to be sharpened each week. Licensee shall provide all skate sharpening services by a qualified personnel appropriately trained in skate sharpening.

d. All inventory items shall be purchased from reliable and reputable suppliers. Merchandise inventory shall be subject to prior approval by the Park District, in its sole discretion. Licensee shall make every reasonable effort to ensure that all merchandise items shall be available and in stock at all times during the agreed days and hours of minimum operation as contemplated hereunder. Merchandise offerings, and any restrictions or limitations thereon, may expand or contract by mutual agreement of the Parties. The Park District shall have the right to reject any merchandise items provided by the Licensee and the right to order the improvement of the quality of either the merchandise or services rendered by Licensee. Licensee shall not sell or otherwise make available any merchandise or provide any other Pro Shop Services without first obtaining all required licenses and permits.

e. Pricing for sale at retail for all goods and services, shall be reviewed by the Park District with Licensee on a quarterly basis to verify that such pricing is competitive with the current market for the same goods and services in the Joliet area. On or before March 1, Licensee shall submit to the Park District a balance sheet for the operation of the skate shop, on forms acceptable to the Park District.

f. Licensee shall not install any signs without prior written approval from the Park District. Any signage posted by Licensee shall be professional in appearance and shall not contain hand lettering. Licensee shall display its company name and logo at the Licensed Space, distinguishing itself

from the Park District, and shall post its prices in a place clearly visible to the public. The size, type, location and method of installation of all signage must be approved by the Park District prior to installation.

g. Licensee understands and agrees that the name "Inwood Athletic Club" and "Inwood Ice Arena," and any associated logos, is property of the Park District. Licensee will have a non-exclusive right to use this name and associated logos in conjunction with providing the Services upon prior written approval of the Park District. Any use of such name and logos by the Licensee shall cease at the end of this Agreement. The Park District will provide normal promotion and mention of Licensee's services in the Park District's publications. Any additional advertising of Licensee's services by the Park District may be done for a fee.

h. The Park District retains the absolute and unencumbered right to operate other pro shops and other retail facilities engaged in the sale of sports apparel, sporting goods and equipment, supplies and other merchandise, at other locations owned, operated or controlled by the Park District including but not limited to, the Inwood Athletic Club, Inwood Golf Course, Multi-Purpose Center and Joliet Memorial Stadium.

6. Days/Minimum Hours of Operation.

a. Licensee shall be open for business to the public and continuously operate the Pro Shop and provide the Services, at a minimum, during the following days and hours:

Monday through Thursday: 9:00 A.M. – 8:00 P.M.

Friday: 9:00 A.M. – 9:00 P.M.

Saturday: 9:00 A.M. – 6:00 P.M.

Sunday: 9:00 A.M. – 5:00 P.M.

Licensee shall also be open for business to the public and operate the Pro Shop and provide the Services during additional days and times for special events as designated by the Park District, including but not limited to hockey tournaments, figure skating events and other Park District sponsored events.

b. Licensee shall keep its hours posted at the Licensed Space and shall not close early unless otherwise instructed by the Park District. In the event that the Park District, in its sole discretion, finds it necessary or desirable to close any or all portions of Arena, the Park District shall not be liable to the Licensee for lost profits or otherwise. The successful vendor shall have access to the Inwood Athletic Club (IAC), including the Arena only at such time as the IAC is staffed by Park District employees.

7. **Failure to Operate.** If Licensee ceases operating its business on the Licensed Space for an aggregate of forty five (45) days during any 12-calendar month period (except in the event of casualty, condemnation, damage, destruction, repair or remodeling), Park District shall have the right to recapture the Licensed Space, to be exercised by giving Licensee thirty (30) days advance written notice of the recapture. Notwithstanding the foregoing, if Licensee immediately re-opens its business on the Licensed Space within twenty four (24) hours following its receipt of the first such notice from the Park District described in this Paragraph, and remains open for a period of 12 months without ceasing operation for an aggregate of 45 days thereof (except in the event of casualty, condemnation,

damage, destruction, repair or remodeling), Licensee shall be deemed to have cured its failure to operate. Thereafter, if Licensee again ceases operating its business on the Licensed Space for an aggregate of forty five (45) days during any 12-calendar month period (except in the event of casualty, condemnation, damage, destruction, repair or remodeling), Park District shall have the right to recapture the Licensed Space without further notice. Upon such recapture, this License shall terminate and Park District shall be entitled to exercise any and all remedies available at law or equity. Park District shall have the right to treat any aggregate 45 days without operation within any 12 month calendar year as a violation of this subsection, notwithstanding the fact that the aggregated days fall within two different License Terms as defined in Paragraph 3 hereof.

8. Fees and Payment.

As compensation for the License, Licensee shall pay to the Park District fees as follows:

a. A guaranteed payment of not less than One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) per month triple net ("License Fee"), which shall be paid in equal installments not later than the 10th day of each calendar month during the License Term.

b. Licensee will pay to the Park District a late charge of \$25 per day for each day any portion of the License Fee remains unpaid after the due date therefore, provided, however, that this late charge is not intended to be a substitute for, waiver of, or limitations on, any other remedy to which the Park District may otherwise be entitled because of Licensee's non-payment or late payment of all or any portion of the License Fee.

c. In the event that Licensee's check for License Fee or for any other charges is returned for any reason, Licensee agrees to pay Park District the sum of Fifty Dollars (\$50.00) as a handling charge in addition to any applicable late charge. Returned checks must be redeemed by cashier's check. In the event more than one check is returned, Licensee agrees to pay all subsequent License Fees and charges by cashier's check.

d. Licensee shall not be responsible to pay any charges for utilities provided or used in or at the Licensed Space. Park District shall not be liable to Licensee for damages or otherwise (i) if any utilities shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Park District's reasonable control, and the same shall not constitute a default, termination or an eviction or termination of this Agreement. Licensee shall pay all charges for the installation, replacement, repair, and monthly use of telephone, internet and cable service.

9. Licensee Employees.

a. Licensee shall employ competent, courteous, efficient, and properly trained employees as it deems necessary to operate and maintain the Licensed Space, including a qualified on-site manager, in accordance with the terms of this Agreement. Licensee shall provide additional staff during large events held at the Arena. All employees of Licensee shall wear identification badges or

apparel identifying them as Licensee's employee, which shall distinguish said employees from Park District employees.

b. Licensee shall require its employees to operate the Licensed Space in a lawful and orderly manner and in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and applicable orders, including the Park District's ordinances governing conduct at its parks and facilities.

c. Licensee shall be solely responsible for the payment of all salary and benefits for any of the employees it hires or engages to supply services to Licensee to fulfill its obligations under this Agreement. Licensee shall be solely responsible for compliance with and payment of all State and Federal withholding taxes, social security contributions, unemployment compensation and workers compensation for any of its employees. Accordingly, Licensee agrees that all such payments that may be required by law are Licensee's sole responsibility and Licensee covenants and agrees to defend, indemnify, save and hold the Park District harmless from and against any and all claims arising as a result of Licensee's failure to make such payments to or for its employees.

d. Licensee shall not employ in the operation, management and maintenance of the Pro Shop, any individual who is not properly trained, lacks any required licenses or certifications, or is otherwise unfit for the Pro Shop Services as required by this Agreement to the general public. Licensee shall conduct, at its sole cost and expense, criminal background checks for all of its employees and volunteers. Licensee is solely responsible for determining whether any conviction disqualifies an employee or volunteer pursuant to 70 ILCS 1205/8-23. Background checks on all current employees and volunteers must be completed within thirty (30) days from the Effective Date. Background checks for all new employees and volunteers must be completed prior to their first day of employment or service.

10. **Security Deposit.**

a. As security for the performance of Licensee's obligations under this Agreement, contemporaneous with the execution and delivery of this Agreement, Licensee shall deposit with the Park District the sum of Three Thousand and 00/100 Dollars (\$3,000) (the "Security Deposit"). The Park District shall not be required to keep this Security Deposit in a separate account and Licensee shall not be entitled to interest thereon.

b. If Licensee shall fully and faithfully comply with and discharge its responsibilities under all of the provisions of this Agreement, the Security Deposit or any balance thereof shall be returned to Licensee at the expiration of this License. If Licensee defaults under or breaches any provision of this Agreement, including without limitation those provisions relating to the payment of the License Fee, the Park District may use, apply or retain all or any part of the Security Deposit for the payment of any sum in default, or for the payment of any other amount which the Park District may spend or become obligated to spend by reason of Licensee's breach or default, or to compensate the Park District for any other loss, cost, damage or expense which the Park District may incur or suffer by reason of Licensee's breach or default. Said Security Deposit is not tended to be a substitute or waiver of, or limitation on any other remedy to which the Park District may otherwise be entitled because of Licensee's non-payment or other default under this Agreement.

c. Licensee understands and acknowledges that the Security Deposit does not constitute prepayment of all or any portion of the License Fee and is deposited solely as security for Licensee's full and faithful performance under and compliance with the provisions of this Agreement, and Licensee may not and shall not apply all or any portion of the Security Deposit, or any balance thereof, towards payment of any one or more installments of the License Fee provided for in Paragraph 8, above.

11. Reporting.

a. Licensee shall provide the Park District with access to a monthly report of Gross Sales figures. All monthly reports required pursuant to this Paragraph 11 shall be submitted by Licensee to the Park District with the License Fee on or before the fifth (5th) day of every month.

b. Licensee shall provide audited Financial Statements on an annual basis to the Park District.

c. Licensee shall provide to the Park District copies of all point of sale summary data and evidence of payment of sales taxes relevant to the Park District sales on a monthly basis.

12. Duty of Care, Maintenance, Repairs and Alterations.

a. Licensee (i) acknowledges and agrees the Licensed Space has been delivered in "as-is," where-is" condition; (ii) has examined the Arena, the Licensed Space and the Licensed Equipment prior to execution of this Agreement and is satisfied with their condition; (iii) acknowledges that no representation as to the condition or repair thereof has been made by the Park District other than as expressly contained in this Agreement; (iv) acknowledges that no agreement or promise to alter, repair or improve the Arena, Licensed Space, or Licensed Equipment other than as expressly contained in this Agreement, has been made by the Park District; and (v) agrees to return to the Park District, the Licensed Space and the Licensed Equipment, in a condition as good or better as when first used by Licensee, reasonable wear and tear expected. Licensee shall not install or place any fixtures or equipment, including but not limited to, merchandise vending machines or merchandise tables in the hallway adjacent to the Licensed Space, without prior written approval from the Park District.

b. Licensee shall maintain the Licensed Space and all furniture, fixtures, equipment, machinery and other personal property located thereon and therein in a clean, neat, orderly, sanitary, pest-free and safe condition and in conformity with applicable federal, state, county and local laws, ordinances, rules and regulations. If Licensee fails, refuses, or neglects to properly maintain the Licensed Space as required hereunder, the Park District may, in addition to any other remedy the Park District may have, but shall not be required to, make or complete such maintenance and Licensee shall pay the cost and expense thereof, promptly upon demand.

c. The Park District shall: (i) maintain and repair all structural and mechanical components of the IAC, the Arena and Licensed Space; (ii) supply electricity for the Licensed Space; and (iii) shall provide Licensee access to restrooms for Pro Shop patrons and employees.

d. Licensee shall provide all janitorial supplies and services required to properly clean and operate the Licensed Space and the equipment and furnishings, including, but is not limited to, daily cleaning after closing, and periodic cleaning during periods of high use

e. Licensee shall collect and properly dispose of all concession-related refuse into refuse containers provided by the Park District and shall keep the garbage storage area clean. Licensee shall break down all boxes and place the broken down boxes in the appropriate containers.

f. Licensee shall be responsible for sanitation of garbage containers and the garbage storage areas of the Licensed Space. The Park District shall provide for hauling the garbage and refuse from the Licensed Space.

g. Licensee shall permit inspection of the Licensed Space by authorized representatives of state, county or local departments of public health or any other agency exercising similar jurisdiction; shall promptly and fully comply with any recommendations or requirements of same; and shall be solely responsible for any fines or citations issued in connection therewith.

h. Licensee shall not perform any repairs (other than to its own personal property) or make any installations or alterations without notification to and prior written permission from the Park District. Any equipment installation by Licensee shall be in accordance with applicable building codes and health ordinances and any conditions imposed by the Park District. Any remodeling or repairs required as a result of the installation or removal of any equipment shall be completed only with the Park District's prior written consent and at Licensee's sole cost and expense to the satisfaction of the Park District. All improvements, fixtures and personal property located in, on or affixed to the Licensed Space prior to Licensee's first entrance therein, are and shall remain the property of the Park District. Alterations, improvements and fixtures made or installed by Licensee shall become the property of the Park District upon termination or expiration of this Agreement, unless Park District requires Licensee to remove same. Licensee shall be responsible for and shall pay to the Park District promptly upon demand, the full cost of any restoration or repair to the IAC, Arena, the Licensed Space, or Licensed Equipment which results from the removal of such alterations, improvements and/or fixtures.

i. In the event that any mechanic's lien is filed against Licensed Space, the IAC, or the Arena as a result of any work or act of Licensee, Licensee, at its expense, shall discharge or bond off the same within ten (10) days from the filing thereof. If Licensee fails to discharge said mechanic's lien, Park District may bond or pay without inquiring into the validity of merits of such lien and all sums so advanced shall be paid by Licensee to Park District promptly upon demand.

j. Prior to the commencement of any work by Licensee, as approved by the Park District, Licensee shall obtain public liability and workers' compensation insurance in amounts and upon terms and conditions acceptable to the Park District, to cover every contractor to be employed by Licensee, and Licensee shall deliver duplicate originals of all such certificates of insurance to Park District for written approval.

k. Licensee and the Park District shall, at dates and times agreed upon in advance by both Parties, conduct periodic inspections of the Licensed Space and the Licensed Equipment to ensure conformity with all applicable federal, state, county and local laws, ordinances, rules and regulations, to identify any deficiencies therein, and to coordinate remedial actions and responsibilities as necessary between the Parties.

13. **Access, Inspection.**

a. The Park District reserves the right to enter upon the Licensed Space at any reasonable time to insure compliance by Licensee with the covenants of this Agreement, and to do any and all work of any nature which it deems necessary for the preservation, maintenance and operation of the Licensed Space or other portions of the IAC or the Arena affected by Licensee's operations. Licensee shall be liable for all expenses incurred by the Park District, including hourly labor charges, for work done to preserve and maintain the Licensed Space or other affected portions of the IAC or the Arena when such work is required as a result of Licensee's negligence or non-compliance with its obligations under this Agreement.

b. Park District also reserves the right to evaluate the Licensee's Services and its performance under this Agreement, generally, and in the event such Services or performance are not in conformity with the requirements of this Agreement as determined by the Park District, to terminate the License in accordance with Paragraph 24, below. The foregoing rights of the Park District are not intended to create and shall not be construed as creating or imposing any affirmative obligation on the part of the Park District to inspect, maintain or repair the Licensed Space or any other portions of the IAC or the Arena, nor any liability on the part of the Park District for its failure to make any such inspections or repairs or to perform any maintenance function required otherwise to be performed by Licensee under this Agreement.

14. **Supervision and Keys.** The Park District shall retain keys to the Licensed Space and shall provide Licensee with duplicate keys thereto. Licensee shall not change the locks without written consent from the Joliet Park District.

15. **Warranties.**

a. Licensee warrants, represents, covenants and agrees to and with Park District, that, in addition to Licensee's other obligations hereunder, throughout the License Term: (i) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Licensee's business or fixtures, and pay when due all fees of similar nature, (ii) not use the parking areas or sidewalks or any space outside the Licensed Space for display, sale, storage, or any other similar undertaking without the Park District's prior written consent, (iii) not use any advertising medium or sound devices inside the Licensed Space which may be heard outside the Licensed Space, make or permit any objectionable noises or odors to emanate from the Licensed Space, (iv) keep the Licensed Space sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Licensed Space, (v) keep the temperature within the Licensed Space at such levels as may be required by any federal, state or local laws, ordinances or regulations, (vi) maintain a full staff of employees and a full and complete stock of merchandise so as to attain the highest possible gross sales, (vii) employ only such labor in the performance of any work in and about the Licensed Space as will not cause any conflict or controversy with any labor organization representing trades performing work for Park District, its contractors or subcontractors, (viii) not conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious) or conduct the type of business commonly referred to as "discount" or "cut-price" (without the prior written consent of the Park District), (ix) not use or permit the use of any part of the Licensed Space for the sale, rental, display or operation of amusement, electronic, video machines, games, cassettes or devices without the prior written consent of Park District or allow the sale or offering of any lottery or raffle tickets or permit any form of games of chance or gambling, in any form, without such similar consent, (x) not allow the operation of any coin operated or vending machine or pay phone in the

Licensed Space, (xi) conduct its service practices consistent with the standards and practices generally acceptable in first-class retail sales and service establishments, display and sell only first-quality merchandise in the Licensed Space, and conduct its business in the Licensed Space in a lawful manner and in good faith, (xii) not do any act tending to injure the reputation of the Park District, the IAC, the Arena or the Licensed Space as determined by Park District, and (xiii) not commit or suffer to be committed any waste upon the Licensed Space, not place a load upon any floor of the Licensed Space which exceeds the floor load per square foot area which such floor was designed to carry, and not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or concessionaire of the IAC or the Arena.

b. The Park District makes no warranty, express or implied that the Licensed Space is suitable for any particular purpose or is free from any defect or hazard. All furniture, fixtures, equipment, merchandise and other items of personality shall be held at all times at the sole risk of Licensee, which shall carry the insurance coverage required herein, and at Licensee's discretion, whatever additional insurance coverage Licensee deems appropriate to protect itself from injury, loss or destruction.

16. **Independent Contractor Relationship.**

a. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to the Park District arising out of this Agreement shall be that of an independent contractor. Licensee has sole and exclusive rights and responsibilities with respect to and control over (i) the means and methods by which it conducts its Pro Shop Services under this Agreement; (ii) its employees, including without limitation their terms of employment, working conditions, compensation and discipline; (iii) the terms under which its contracts with third parties. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Park District and therefore is not entitled to any benefits provided by the Park District to its employees. Licensee has no authority to employ/retain any person as an employee or agent for or on behalf of the Park District for any purpose. Neither Licensee nor any person engaging in any work or services related to the License at the request, or with the actual or implied consent, of Licensee may represent himself to others as an employee of the Park District. Should any person indicate to Licensee or any employee or agent of Licensee, by written or oral communication, course of dealing, or otherwise, that such person believes Licensee or any employee or agent of Licensee to be either an employee or agent of the Park District, Licensee shall immediately notify the Park District in writing of such contact and shall use its best efforts to correct such belief. In accepting delivery or payment for any good or services for the Pro Shop Services, Licensee shall do so in Licensee's own business name and not in the name of the Park District. Licensee shall not include the words "Joliet Park District" or variations thereof on any checks, drafts, notes, invoices or in the letterhead of any stationary of Licensee. However, for the sole purchase of delivery of supplies, Licensee shall be allowed to use the names of the IAC and the Arena as a reference to location only.

b. Prior to commencing Pro Shop Services or prior to the first utilization of a vendor, Licensee shall provide the Park District with a complete list of the names and addresses of vendors from whom Licensee will be purchasing goods and/or services in connection with the Pro Shop Services. Licensee understands and acknowledges that the purpose of such list is to enable the Park District, if it chooses, to notify the vendors of the independent relationship of Licensee and to advise them that Licensee and not the Park District is solely responsible for the payment of goods or services purchased from such vendors.

17. **No Liability of the Park District.**

a. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including without limitation Licensee's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the License or Licensee's operations of the Pro Shop and the Pro Shop Services pursuant to this Agreement. The Park District is not liable for acts or omissions of Licensee or any of the Licensee's employees, contractor's agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Licensee.

b. Park District shall not be responsible or liable at any time for any defects, latent or otherwise, in the building or improvements in the Licensed Space or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Park District be responsible or liable at any time for loss of life, injury or damage to any person or to any property or business of Licensee, or those claiming by, through or under Licensee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Licensed Space or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of the IAC or the Arena or any improvements contained therein, including the Licensed Space, or any of the equipment, fixtures, machinery, appliances or apparatus therein, except if solely caused by Park District, its agents, employees or assigns.

18. **Indemnification of the Park District, Covenants to Hold Harmless.**

a. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold harmless the Park District, its park commissioners, officers, employees, agents and volunteers ("Protected Parties") from and against any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees, which any such indemnified person or entity may sustain, incur or be required to pay for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License, the operation of the Pro Shop, , any act or omission of Licensee, its employees, agents, contractors, licensees, or invitees, or any of the activities contemplated by this Agreement, except that Licensee shall have no liability for damages or the costs incident thereof caused solely by the negligent or intentional wrongful act of the Park District. Licensee shall similarly protect, indemnify and save harmless the Protected Parties from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Licensee's breach of any of its obligations under, or Licensee's default of, any provision of this Agreement. Licensee shall, at its own cost and expense, defend any and all actions which may be brought against any of the Protected Parties with respect to the foregoing. Licensee shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against any of the Protected Parties in connection with the foregoing.

b. Licensee and all those claiming by, through or under Licensee shall store their property in and shall occupy and use the Licensed Space and any improvements therein and appurtenances thereto and all other portions of the Licensed Space solely at their own risk and Licensee and those claiming by, through or under Licensee hereby release Park District, to the fullest extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption

arising directly or indirectly out of or from or on account of such occupancy and use resulting from any present or future condition or state of repair thereof.

19. **Release of Claims.** Licensee releases Park District from any and all claims for damage, loss, or compensation, including, but not limited to, claims for interruption of business, or loss of profits, arising from the damage or destruction of the Licensed Space by fire, flood, or other casualty, whether or not such casualty was insured or insurable.

20. **Insurance.** In furtherance and not in limitation of its foregoing indemnification obligation, Licensee shall obtain and maintain at all times during the License Term insurance coverage written for not less than the limits of liability, and under all the other terms and conditions set forth in **Exhibit D** attached to and incorporated by reference in this Agreement, and shall name the Park District as an additional insured with respect to all such coverages.

21. **Compliance with Laws.** Licensee shall comply fully and cause its employees to comply fully with all federal, state, county and local laws, rules and regulations applicable to its operation of the Pro Shop and performance of its obligations under this Agreement, and shall obtain at its own cost and expense, or, when applicable, shall reimburse the Park District for acquiring, all permits and licenses which may be required in order for Licensee to conduct its business operations with respect to the Pro Shop and the Pro Shop Services, including without limitation the following:

a. Licensee shall comply and cause its employees to comply with the Title VII of the federal Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Illinois Human Rights Act and the Americans with Disabilities Act and with all applicable rules and regulations promulgated thereunder, and Licensee represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of Licensee's Services, nor denied employment opportunities by Licensee, on the basis of race, creed, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, marital status, unfavorable discharge from military service, association with a person with a disability, or other basis prohibited by applicable law. Licensee certifies that it currently has in place, and shall maintain in place during the License Term, a written sexual harassment policy as required under the Illinois Human Rights Act.

b. Licensee certifies that no official, employee or agent of the Park District has been employed or retained to solicit or aid in the procuring of this Agreement, or will be employed or otherwise benefit from this Agreement.

c. Licensee certifies that neither it nor any of its officers or directors have been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or made an admission to guilt of such conduct which is a matter of record but has not been prosecuted for such conduct, in violation of the Illinois Purchasing Act.

d. Licensee certifies that neither it nor any of its officers or directors have been convicted of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code, pertaining to bid rigging or bid rotating.

e. Licensee certifies that all of the information and representations contained in its Concession Proposal, dated _____, 2019, are true and correct.

f. Licensee shall provide copies of all permits and licenses requires to provide the Pro Shop Services.

22. **Real Estate/Leasehold/Sales Taxes.**

a. Licensee shall be responsible to pay any and all federal, state and local real estate, leasehold, sales, or other tax, which may be assessed against all or any portion of the IAC or the Arena solely as the result of Licensee's operation of the Pro Shop or the grant of the License to Licensee, or as a result of Licensee's Services.

b. Licensee shall pay all such taxes before delinquency and Licensee shall be solely responsible for any and all interest, fines, penalties, late fees, or other additional charges and shall hold harmless and defend and indemnify Park District from and against any and all claims, causes, losses, damages, arising from such taxes and Licensee's duty to pay the taxes.

23. **No Lease.** The Licensed Space is not leased to Licensee, it is a licensee and not a lessee thereof and its continued use of the Licensed Space is specifically subject to the terms of this Agreement.

24. **Termination.**

a. This Agreement and the License granted hereunder may be terminated prior to its expiration under any of the following circumstances:

i. The following subsections ___a.i.(a)-(c) shall be considered "Events of Default for purposes of this Agreement:

(a) In the event Licensee shall breach or be in default, under any of the provisions of this Agreement (with the exception of Paragraph 20 or subparagraphs 21b, 21c or 21d), the Park District may terminate this Agreement and License if Licensee shall not have cured (or commenced to cure in the event such breach or default is of a nature that it cannot be cured within five days) such default within five (5) days after the Park District shall have notified Licensee thereof in writing; provided, however, that if Licensee shall have breached or been in default under the same or any other provision of this Agreement on a previous occasion, the Park District may terminate the Agreement and License immediately without affording Licensee an opportunity to cure the breach or default, upon written notice to Licensee. The Park District shall have the right to suspend Licensee's License during a cure period.

(b) In the event Licensee shall breach or be in default under Paragraph 20 or subparagraphs 21b, 21c, or 21d of this Agreement, or in the event violates any term or provision of the City of Joliet's Municipal Code, the Park District may terminate the License immediately upon written notice to Licensee or, in the case of Paragraph 20, may

suspend the License until such insurance coverages are obtained, without affording Licensee an opportunity to cure the breach or default.

(c) In the event Licensee shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of his property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, the Agreement and License shall automatically terminate.

ii. In the event the Park District discontinues the operation of the Arena for any reason whatsoever, the License shall automatically terminate. In the event the Park District suspends the operation of the Arena for any reason the License shall automatically be suspended for the same period.

iii. In the event the Licensed Space is rendered unusable by reason of fire or other casualty, the Park District may terminate this Agreement or elect to repair. If the Park District elects to repair, this Agreement shall remain in effect, provided that if the Park District does not commence to complete such repairs within ninety (90) days from the date of the occurrence of the casualty, Licensee shall have the option to terminate this Agreement.

iv. In the event the Park District shall fail to perform any of its material obligations under this Agreement, Licensee may terminate this Agreement and License if the Park District shall not have cured (or commenced to cure in the event such failure is of such a nature that it cannot be cured within five days) such failure within five (5) days after Licensee shall have notified the Park District thereof in writing.

v. Upon thirty (30) days prior written notice delivered by the Park District to Licensee, for the Park District's convenience.

b. If the Park District terminates this Agreement due to an Event of Default or due to any other breach by Licensee: (i) the Park District may pursue all other remedies available to it at law or in equity including, but not limited to, injunctive relief; and (2) Park District may, at its sole option, declare the whole or any part of the License Fee owed to the Park District for balance of the License Term, and any other sums owed Park District under this Agreement, to be immediately due and payable.

c. Upon the expiration or termination of this Agreement for any reason, Park District, upon or at any time after any such expiration or termination, may, without further notice, enter upon and re-enter the Licensed Space and possess and repossess itself of the Licensed Space, by force, summary proceedings, ejectment or otherwise, and may dispossess Licensee and remove Licensee and all other persons and property from the Licensed Space and may have, hold and enjoy the Licensed Space.

d. In the event of termination under this Paragraph 24, all rights of Licensee and obligations of the Park District shall cease upon the effective date of the termination. The Park District's right to collect sums due from Licensee under this Agreement and remedies for breach of this Agreement and Licensee's obligations to make such payments and compensate the Park District for such breach shall continue after termination of this Agreement and License.

e. Upon termination of this License and Agreement for any reason, including but not limited to the end of the License Term as defined in Paragraph 3 of this Agreement, Licensee shall vacate and surrender the Licensed Space to the Park District without fraud or delay, and shall restore the Licensed Space to a clean, neat and orderly condition, with all garbage removed, free and clear of all lettings and occupancies, liens and encumbrances other than those, if any, created by the Park District. No further notice to vacate the Licensed Space will be required. Prior to termination, Licensee shall have removed all equipment and materials not belonging to the Park District in accordance with Paragraph 12 of this Agreement. The Licensed Space shall be fully restored upon termination or expiration of this Agreement to a condition as good or better as when first occupied by Licensee, reasonable wear and tear excepted. In the event the Park District determines that Licensee has damaged the Licensed Space, the Licensed Equipment, the IAC or the Arena, or has left the License Space in sub-standard condition, or has failed to leave the Licensed Space required by this Paragraph and Paragraph 12, Licensee shall be required to reimburse the Park District promptly upon demand, any and all costs incurred to restore the Licensed Space Licensed Space, the Licensed Equipment, the IAC or the Arena to the condition required hereunder. Licensee's obligation to reimburse the Park District shall survive termination of this Agreement.

25. **Condemnation/Eminent Domain.** If the Licensed Space or any part of the Licensed Space is taken under condemnation proceedings, Park District may, at Park District's option, terminate this Agreement as of the date of the taking. All damages awarded for such taking will belong to and become the property of Park District. Licensee will have no claim against Park District by reason of such taking or termination and will not have any claim or right to any portion of the amount that may be awarded or paid to Park District as a result of any such taking.

26. **No Smoking.** Licensee acknowledges that the IAC, including the Arena, is a non-smoking facility and shall not allow smoking in any areas under its control.

27. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed given when such notice is personally delivered or deposited in the United States mail, with postage thereof prepaid, addressed to the other Party at the following addresses:

If to the Park District: Joliet Park District
 3000 West Jefferson Street
 Joliet, IL 60435
 Attn: Executive Director

If to Licensee:

28. **No Waiver.** The waiver by the Park District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by the Park District shall not be deemed to constitute a waiver of any prior occurring breach or default by Licensee of any

provision of this Agreement regardless of the knowledge of the Park District of such breach or default at the time of its acceptance of such payment.

29. **Entire Agreement, Modifications.** This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement and the License granted herein must be in writing signed by all Parties and dated on or subsequent to the date hereof.

30. **Binding on Successors.** This Agreement is binding upon the parties, their heirs, administrators, successors and assigns.

31. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any litigation under this Agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

33. **License Non-Transferable.** Licensee shall have no authority or power to sell, transfer or assign this Agreement or the License, or any interest therein, nor any power or authority to permit any other person or entity to have any interest in or use any part of the Licensed Space for any purposes whatsoever without the prior written consent of the Park District, it being the intention of this Agreement to grant the License solely to Licensee and neither directly nor indirectly to any other person or entity.

34. **No Third Party Beneficiary.** 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 and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

35. **Retention of Immunities.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Ron's, and/or any of their respective officials, officers and/or employees.

36. **Counterparts.** This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same agreement.

37. **Severability.** The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision served or as modified by such court.

IN WITNESS WHEREOF, the Park District has caused this Agreement to be executed by its Board President and attested to by its Board Secretary of the Joliet Park District, and Licensee has caused this Agreement to be executed by the company's _____ and attested to by the company's secretary, as of the day and year first above written.

Licensee

Joliet Park District

By: _____

By: _____

Its: _____

Tom Carstens
Executive Director

818716