

THIS LICENSE AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE

LICENSE AGREEMENT

Form 06/2015

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of June 3, 2019 ("the Effective Date"), between the Board of Education of the City of Chicago, a body politic and corporate, having an address of 42 West Madison Street, Chicago, Illinois ("Licensor" or "Board") and **Youth Soccer International**, an Illinois for-profit LLC, having an address of 2680 N. Orchard St., unit 1, Chicago, Illinois ("Licensee").

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to use and occupy the following premises:

Turf field ("the Premises"), located at Louisa May Alcott College Preparatory Elementary School, 2625 N Orchard Street ("the School") for the sole purpose of running a youth soccer program ("the Use"), and only during the time periods expressed herein.

2. Limitation on License. Licensee hereby acknowledges and agrees that the license granted hereunder is subject to certain limitations and restrictions, namely:

- A. Licensee shall have the right to utilize the Premises only on the following days and times ("the permitted Use time"):

Fall season:
September 1 through November 2 each year

Spring season:
March 21 through July 31 each year

Times:
Mondays, Tuesdays, Wednesdays, Thursdays 6 PM until 7:30 PM (1.5 hours)
Saturdays 9 AM until 2 PM (5 hours)
Sundays 8 AM until 11 AM (3 hours)

Start and end dates may be shifted as agreed upon by Licensee and School to accommodate rain dates and or scheduling conflicts with School programming. No use on federal holidays.

Any use by Licensee beyond the permitted Use time outlined herein must be approved by the School and shall be subject to an additional fee or fees to be paid by Licensee to the School pursuant to Section 4 below. Licensee must vacate the Premises, including the School Parking Lot, no later than 10 minutes past the permitted Use time unless specific permission is obtained from Licensor.

- ✓ Licensee's direct and regular contact with CPS students or other minors.

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Attached Exhibit A requiring both Sexual Abuse & Molestation Insurance and the Criminal History Records Search is hereby incorporated into and made a part of this Agreement.

Licensee Initial: JUT

Board of Education Initial: MD

B. [Intentionally omitted.]

C. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School and that Licensee's license hereunder is, and shall at all times remain throughout the Term (as hereinafter defined), subordinate to and ancillary to School operations; and in accordance therewith, Licensee hereby agrees that: (i) Licensee shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School; (ii) Licensee's Use shall not be exclusive and Licensor shall have the right to use the Premises for its own purposes in whole or in part, which purposes shall, at all times, remain paramount to Licensee's right hereunder; and (iii) without any reduction in the License Fee, upon not less than twenty-four (24) hours notice from the Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including, but not limited to, graduation, report card pickup day and parent/teacher conferences.

D. Licensee further agrees that (check and initial provisions that are applicable):

☒ (i.) As a condition to the Use of the Premises, Licensee shall invite students of the School to participate in its programs.

Licensee Initial: _____ Board of Education Initial: MD

☐ (ii.) As a condition to the Use of the Premises, Licensee shall invite staff and/or parents of students to participate in its programs.

Licensee Initial: _____ Board of Education Initial: _____

☐ (iii.) As a condition to the Use of the Premises, Licensee shall donate equipment or supplies to the School, or sponsor an event for the School.

[Sports equipment, food for lunchtime event, water/sports drink for sporting event, t-shirts for sport or academic team, etc.]

Licensee Initial: _____ Board of Education Initial: _____

3. Term of License. The term of this License Agreement shall be **September 1, 2019 through July 31, 2021** ("the Term"). Notwithstanding the foregoing and subject to the restrictions outlined in this Section 3, either party may terminate this Agreement, at any time, with or without cause, by providing 30 days prior written notice to the other party. If Licensor determines, in its sole discretion, that the Use compromises or in any way interferes, directly or indirectly, with the safety and security of the School, Licensor may terminate this Agreement immediately upon notice.

4. License Fee. Licensee shall pay in advance, directly to the School at the address identified in Section 1, **a license fee in the amount of \$24,000 per year for a total of \$48,000 ("License Fee"). Payment shall be made in three installments of \$8,000 annually due on October 1, May 1, and July 1.** If Licensee uses the Premises beyond the permitted Use time outlined herein, Licensee shall be responsible for paying an additional fee to the School for each instance of additional usage. Such additional fee shall be determined by the School and Licensor.

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5. Costs and Expenses. Any and all costs, expenses or fees arising out of or relating to the granting of this License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, insurance premiums and, if necessary, security costs. For the purposes of this Section 5, Licensee may, in its discretion and at its sole cost, provide security personnel during the permitted Use time of the Premises; provided, however, that if Licenser determines that security is necessary during the permitted Use time, Licensee shall be required to provide security personnel at its sole cost or reimburse Licenser for such security costs, and the amount of security personnel necessary shall be determined in Licenser's sole discretion. All security personnel provided by Licensee shall meet the State and Federal Security Guard Licensing Requirements. To the extent Licenser pays any of the preceding costs, expenses or fees, Licensee shall reimburse Licenser within five (5) days after receipt of written notice from Licenser regarding the same.

6. Compliance with Laws and Neighborhood Protection Provisions. For the purpose of this Section 6, "Licensee" shall refer to Licensee and its agents, employees, invitees, members and guests. Licensee shall, at all times during the Term, and any renewal thereof, comply with all laws, codes, statutes, ordinances, regulations and Licenser's Board Rules applicable to this Agreement and Licensee's Use, including those relating to swimming pools, carnivals, and/or inflatables (if applicable).

Licenser's Rules are available at:

http://www.cps.edu/About_CPS/The_Board_of_Education/Pages/Boardpolicies.aspx

and Licenser's Policies are available at:

<http://policy.cps.k12.il.us/download.aspx?ID=16>

In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises for the Use stated herein.

Licensee shall comply with all City Ordinances, Rules and Regulations, relating to or governing the use of the Premises or the adjoining public right of way, including but not limited to: the consumption, possession or sale of alcoholic or intoxicating beverages, tobacco, illegal drugs or related paraphernalia; excessive noise; loitering; littering; and barbequing and/or tailgating. Licensee acknowledges and agrees that it is strictly prohibited from consuming, possessing or selling alcoholic or intoxicating beverages on the Premises and on the adjoining right of way, and that it is strictly prohibited from utilizing sound amplifying or broadcasting equipment within the Premises or School at any time without the Board's prior written approval. Failure to adhere to this requirement will result in immediate termination of the License Agreement.

7. Maintenance.

A. Licensee shall be responsible for normal maintenance of the Premises during the permitted Use time.

B. Licensee shall repair any damage to the Premises caused by Licensee, or by its agents, employees, invitees, members and guests. Licensee shall return the Premises to the Licenser in the same or better condition than received.

C. Licensee shall, at all times during the permitted Use time, at Licensee's sole cost and expense, keep the Premises free of all debris, bottles and trash and shall not leave trash or litter on the public way or on private properties near or adjacent to the Premises.

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D. [Intentionally omitted.]

E. Upon Licensors request or prior written consent, Licensee shall provide and maintain, at its expense, sufficient portable toilet facilities for certain outdoor events it sponsors at the Premises. Licensee shall promptly remove such portable toilet facilities upon completion of each outdoor event.

8. Alterations and Modifications. Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement, without (i) prior written consent from Licensors, and (ii) written proof that the Premises are zoned to allow any such alteration, modification, or improvement. Any request from Licensee to alter, modify, or improve the Premises must include drawings or a detailed written proposal of any such requested changes. All Licensors-approved alterations, modifications, improvements or changes shall be at the sole cost and expense of Licensee.

9. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensors (and any titleholders of record, including the City of Chicago ["City"] and the Public Building Commission of Chicago ["PBC"], as the case may be), the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates or other representatives; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee, or its invitees, employees, agents, affiliates or other representatives; (iii) a violation of any laws, statutes, codes, ordinances or regulations by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

10. Waiver of Claims. To the fullest extent permitted by law, Licensee hereby releases Licensors (and any titleholders of record, including City and PBC, as the case may be), the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof.

11. Insurance. Licensee shall, at its sole cost and expense, maintain for the duration of this Agreement the insurance coverage indicated in this Section 11. All such insurance shall be in form and substance satisfactory to Licensors, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. This insurance shall also provide that there will be no cancellation unless the Board receives thirty (30) days prior written notice. All liability insurance policies must cover the negligent acts or omissions to act of Licensee. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to Licensors, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled or not renewed without at least thirty (30) days prior written notice to Licensors and to: Real Estate Department, Board of Education of the City of Chicago, 42 West Madison Street, Chicago, Illinois 60602.

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A. Comprehensive General Liability Insurance or equivalent: Licensee shall provide with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence in a combined single limit for both injury and property damage.

B. Swimming Pool Usage: If a part of this Agreement, Licensee shall provide General Liability Insurance with limits not less than Three Million Dollars (\$3,000,000.00) per occurrence in a combined single limit for both injury and property damage. Licensee agrees to provide adequate number of properly qualified Life Guards and/or Water Safety Instructors [Red Cross or YMCA certified] and to comply with all Board and Illinois Department of Public Health regulations governing the use and operation of swimming pools. Licensors' Rules, including those relating to swimming pools, are available at:

http://www.cps.edu/About_CPS/The_Board_of_Education/Pages/Boardpolicies.aspx

and Licensors' Policies, including those relating to swimming pools, are available at:

<http://policy.cps.k12.il.us/download.aspx?ID=16>

C. Carnival and/or Inflatables Operations: If either is a part of this Agreement, Licensee shall provide General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence in a combined single limit for both injury and property damage.

D. Additional Insured: Licensee shall have its General Liability Insurance policies endorsed to provide that **"the Board of Education of the City of Chicago, a body politic and corporate (and City and PBC, as their interests may appear), and their respective members, employees and agents as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board"**.

E. Waiver of Subrogation: Each such policy required herein shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Licensors, City, PBC, and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Licensors, City, PBC, and such other additional insureds.

12. Condition of Premises. No agreements or representations have been made to Licensee regarding the condition of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. By executing this Agreement, Licensee conclusively waives all claims relating to the condition of the Premises and accepts the Premises as being free from defects and in good, clean and sanitary order, condition and repair.

13. Return of Premises. Upon the termination of this Agreement, Licensee shall immediately vacate and surrender the Premises; returning the same to Licensors in the condition required by Section 7 above.

14. Default. If Licensee or any of its agents, employees, invitees, members or guests fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, Licensors may, after five (5) days' prior written notice to Licensee and without prejudice to any other right or remedy Licensors may have at law and/or in equity, terminate this Agreement. Notwithstanding the above, Licensors may terminate this Agreement immediately if Licensee consumes, possesses, sells or offers alcoholic or intoxicating beverages, tobacco or any illegal drugs or paraphernalia on the Premises, or upon the occurrence of any action or failure to act by Licensee which affects the safety and/or welfare of students or Board staff.

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15. Late Fee. For any payment due under this Agreement, if such periodic payment is not received in full by Licensor by the tenth (10th) day after its due date, Licensee shall be assessed a late fee equal to five percent (5%) of the total amount of any such payment when due.

16. Assignment and Successors & Assigns.

A. The interest of Licensee under this Agreement is personal to Licensee and may not be assigned or transferred to any other individual or entity without Licensor's prior written consent. Licensor shall have the right at any time to transfer or assign its interest under this Agreement.

B. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Licensor. While this Agreement shall likewise be binding upon the successors and permitted assigns of Licensee, it shall not inure to the benefit of Licensee's successors or unpermitted assigns.

17. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other addresses as either party may subsequently designate). Licensor may also send notice to Licensee by electronic mail (e-mail) and/or by facsimile to the address listed below as additional methods of serving notice on Licensee.

If to Licensor: Board of Education of the City of Chicago
Department of Facilities
Loop Office / GSR 125
42 West Madison Street
Chicago, Illinois 60602
Attn: Director of Real Estate

with a copy to: Board of Education of the City of Chicago
Law Department
1 North Dearborn, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel

If to Licensee:
(May not be a PO Box) Youth Soccer International
2680 N. Orchard St., unit 1
Chicago, IL 60614
ATTN: Joaquin Uribe Jimenez
TX: 847-892-6065
kini@youthsoccerinternational.com

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail. Notice sent to Licensee by e-mail or by facsimile shall be deemed given on the same sent with confirmation that the notice was transmitted to Licensee by facsimile or electronic mail on that day.

18. 105 ILCS 5/34 Provisions.

A. This Agreement is not legally binding on the Licensor if entered into in violation of the

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provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.

B. Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

19. Board of Education Indebtedness Policy. The Board of Education Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

20. Board of Education Ethics Code. The Board of Education Ethics Code (11-0525-PO2), adopted May 25, 2011, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

21. Press Releases; Publicity; Board Intellectual Property. Licensee shall not issue publicity news releases, grant press interviews, or use any intellectual property belonging to Licensor, including but not limited to the CPS logo or the logos of any schools, prior to or during or after the term of this Agreement, nor may Licensee photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

22. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

23. Entire Agreement. This Agreement, including any mutually agreed-upon exhibits attached hereto by both Parties, represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.

24. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

25. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

26. Local School Council Approval. This Agreement is subject to approval of the members of the School's Local School Council.

27. Licensee Authorized to Sign. This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they are duly authorized to sign this Agreement and have full and complete authority to commit their respective parties to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of the parties.

28. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. This Agreement shall be considered effective and binding once it has been executed by both

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Parties. A signature delivered in electronic format or by facsimile shall be considered binding for both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

LICENSOR:

Board of Education of the City of Chicago

By: Mary De Runtz / M.D.R.
Mary De Runtz
Chief of Capital Improvement

Date: 6/5/19

Board Rule: 7-13

LICENSEE:

Youth Soccer International, LLC

By: Joaquin Uribe Jimenez

Name: Joaquin Uribe Jimenez

Title: Director

Date: 6/5/2019

EXHIBIT A

AA. Sexual Abuse & Molestation Insurance. In addition to the requirements outlined in Section 11 above, if Licensee, employees, agents, and subcontractors have contact with CPS students or any other minors under this Agreement, Licensee shall provide Sexual Abuse & Molestation Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of use or occupation of the Premises by Licensee.

BB. Criminal History Records Search. Licensee represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all employees, agents, and subcontractors ("Staff") who may have direct, regular contact with CPS students or any other minors under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law, created under Illinois Public Act 94-219, eff. August 2005; and the Child Murderer Violent Offender Against Youth Notification Law, created under Public Act 94-945. Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the Sex Offender and Child Murderer Community Notification Law, or the Child Murderer Violent Offender Against Youth Notification Law, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Licensee understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student or any other minor until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Licensee is an individual, Licensee represents and warrants that Licensee is in compliance with Section 5/34-18.5 of the Illinois School Code as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Licensee agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for Licensors to perform all such above checks on Licensee, all at Licensee's expense.

It is understood and agreed that Licensee's non-compliance with this Section will constitute a material breach of this Agreement, and Licensors also will have the right to immediately terminate this Agreement and to take any other action or remedy available under this Agreement, at law, or in equity.