

THIS AGREEMENT SHALL BE POSTED ON THE CPS WEBSITE

LICENSE AGREEMENT

Form 04/2013

THIS LICENSE AGREEMENT ("this Agreement") is made and entered into as of **February 6, 2015** ("the Effective Date"), between the Board of Education of the City of Chicago, a body politic and corporate, having an address of 125 South Clark Street, Chicago, Illinois ("Licensor") and **Challenger Sports**, an Illinois corporation, having an address of 602E W. 5th Ave., 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:

the outdoor athletic field ("the Premises"), located at Hiram H Belding Elementary School 4257 N Tripp Ave, Chicago, IL 60641 ("the School") for the sole purpose of providing 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");

Mondays through Fridays	9 am until 12 pm, and 1 pm until 4 pm
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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 **no later than 4:30 p.m.** unless specific permission is obtained from Licensor.

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):

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(i.) As a condition to the Use of the Premises, Licensee shall offer, in conjunction with school staff, a sports clinic for students of the School.

Licensee Initial: AS

Board of Education Initial: LB/JP

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

Licensee Initial: AS

Board of Education Initial: LB/JP

3. Term of License. The term of this License Agreement shall be from **July 6 through July 10, 2015** ("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 \$775.00 ("License Fee"). Payment shall be made by August 7, 2015 in one lump sum.** 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.

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 its sole cost, provide security personnel during the permitted Use time of the Premises; provided, however, that if Licensor determines that security is necessary during the permitted Use time, Licensee shall be required to provide security personnel at its sole cost or reimburse Licensor for such security costs, and the amount of security personnel necessary shall be determined in Licensor's sole discretion. All security personnel provided by Licensee shall meet the State and Federal Security Guard Licensing Requirements. To the extent Licensor pays any of the preceding costs, expenses or fees, Licensee shall reimburse Licensor within five (5) days after receipt of written notice from Licensor 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 Licensor's Board Rules applicable to this Agreement and Licensee's Use, including those relating to swimming pools (if applicable).

Licensor's Rules are available at:

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

and Licensor'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

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the use of the Premises or the adjoining public right of way, including but not limited: 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 Licensor 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.
- D. Check and initial here if this provision applies: Licensee shall be responsible for all snow removal during the permitted Use time and shall use one of Licensor's approved vendors for such snow removal services. Licensor shall provide a list of approved snow removal vendors to Licensee if this Section applies. If Licensee fails to remove snow or requests Licensor to remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the plowing.
Licensee Initial: Board of Education Initial: _____
- E. Upon Licensor's 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.

9. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, 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,

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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 Licensor, 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 Licensor, 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 fifteen (15) days prior written notice. All liability insurance policies must cover the negligent acts or omissions to act of Licensor and Licensee. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to Licensor, 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 Licensor and to: Real Estate Department, Board of Education of the City of Chicago, Suite 1700, 125 South Clark Street, Chicago, Illinois 60603.

- 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. Licensor's Rules, including those relating to swimming pools, are available at: http://www.cps.edu/About_CPS/The_Board_of_Education/Pages/Boardpolicies.aspx
and Licensor's Policies, including those relating to swimming pools, are available at: <http://policy.cps.k12.il.us/download.aspx?ID=16>
- C. Carnival Operations: If 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 its 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

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endorsement or otherwise, a waiver of subrogation clause in favor of Licensor and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Licensor or 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 Licensor 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, Licensor may, after five (5) days' prior written notice to Licensee and without prejudice to any other right or remedy Licensor may have at law and/or in equity, terminate this Agreement. Notwithstanding the above, Licensor 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.

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 method of serving notice on Licensee.

If to Licensor: Board of Education of the City of Chicago
Department of Operations
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Attn: Director of Real Estate

with a copy to: Board of Education of the City of Chicago

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Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: General Counsel

If to Licensee:
(May not be a PO Box)

Challenger Sports
602E W. 5th Avenue
Naperville, IL 60563
ATTN: Ajay Nwoso
Phone: 773-501-7935
Email: ajay@challengersports.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 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 (04-0623-PO4), 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. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

22. Entire Agreement. This Agreement and 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.

23. 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.

24. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to

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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.

25. Local School Council Approval. This License is subject to approval of the members of the School's Local School Council.

26. 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.

27. 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 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 first above written.


LICENSOR:

LICENSEE:

Board of Education of the City of Chicago

Challenger Sports

By:  ALB
Liza Balistreri, Director of Real Estate

By: 

Name: ASAY NWOSU

Title: REGIONAL DIRECTOR

Date: April 5, 2016

Date: 3/30/16

Also initial appropriate choice in section 2D on page 2.

Board Rule: 7-15

