

## PERMIT AND RIGHT OF ENTRY AGREEMENT

**THIS PERMIT AND RIGHT OF ENTRY AGREEMENT** (this "Agreement") is made as of the last date written on the execution page (the "Effective Date") between the Board of Education of the City of Chicago, a body politic and corporate having its principal offices at 42 W. Madison, Chicago, Illinois 60602 (the "Board"), and Sport Court Midwest, Inc., an Illinois corporation, having its principal offices at 747 N. Church Road, Suite G10, Elmhurst, Illinois 60126 ("Licensee").

### RECITALS

1. The Board controls the real property commonly known as John Spry Elementary Community School, located at 2400 S. Marshall Boulevard, Chicago, Illinois 60623, (the "School" or the "School Property").
2. The Chicago Blackhawks Foundation has offered to provide an in-kind donation for certain improvements, as detailed on Exhibit A attached hereto (the "Court Improvements" or "Work"), to the basketball courts located on the School Property.
3. The Chicago Blackhawks Foundation has engaged Licensee to undertake the construction and installation of the Court Improvements and Licensee is seeking access to the School Property to conduct said work, which shall occur solely within the area delineated on Exhibit B attached hereto (the "Work Area").
4. To safely undertake the Court Improvements, Licensee shall install temporary fencing to secure the work area prior to conducting any work on the School Property and shall maintain such fencing until all work has concluded.
5. The Board is willing to grant a permit and right of entry to Licensee to enter onto the School Property for the sole purpose of undertaking the Court Improvements upon the terms and conditions set forth herein.

### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing Recitals, incorporated herein by reference and made a part of this Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.
2. **GRANT OF PERMIT AND RIGHT OF ENTRY.** Subject to the terms and conditions set forth herein, the Board hereby grants to Licensee (which for purposes of this Agreement shall include its employees, agents, consultants, contractors and subcontractors (collectively, "Agents"), a non-exclusive limited permit and right of entry to enter upon the School Property for the sole purpose of undertaking the Court Improvements described on Exhibit A. Licensee shall not deviate from the plans and specifications described on Exhibit A unless it receives the prior written consent of the Board's Chief Facility Officer or designee to such deviation. **All work shall be conducted during non-school hours when no CPS students or minors are present.** Licensee understands and agrees that Licensee and its Agents are not permitted to enter upon

the School Property, including the Work Area, when CPS students or minors are present unless all such parties shall have first successfully completed the background check requirements as required by the Board.

3. **LIMITED ACCESS.** Access to the School Property shall be limited to access reasonably necessary for the performance and supervision of the construction and installation of the Court Improvements. Neither Licensee nor its Agents shall perform any activity which exceeds the scope of the work described on Exhibit A. Licensee's access to the School Property shall be for the sole purpose of undertaking the Court Improvements.

4. **BOARD'S RIGHT OF INGRESS AND EGRESS.** The rights granted herein shall be construed as a temporary permit and right of entry to enable Licensee to undertake the Court Improvements and not a grant of an easement, permanent possession, or any other interest in the Work Area or the School Property. The right to use the School Property and the right of ingress and egress over the Work Area is expressly reserved by Board and the School.

5. **COST.** Licensee shall be responsible for all costs and expenses associated with its use of the School Property and the Court Improvements without reimbursement or any other offset from Board. Licensee shall be responsible for any damage to the School Property as a result of its entry on the School Property. After the completion of the Court Improvements, Licensee shall return the School Property to its condition prior to Licensee's entry on to the School Property.

6. **TERM.** The permit and right of entry granted hereunder shall commence on the Effective Date and terminate on the earlier of (a) sixty days after the Effective Date or (b) completion of Licensee's completion of the Court Improvements (unless sooner terminated pursuant to Section 24). In the event that Licensee requires additional time to complete the Court Improvements, Licensee shall request in writing an extension of time from the Board, which shall not unreasonably withhold consent.

7. **PERMITS, LICENSES AND AUTHORIZATION.** Prior to entering upon the Property, Licensee shall secure or cause its Agents to secure in their own name and at no cost to the Board all required permits, licenses and authorizations ("Required Permits") necessary to undertake the Court Improvements on the School Property. Licensee shall provide the Board with copies of the required permits and shall post the permits in clear view as required by Law (as defined in Section 8 below). Licensee covenants that all Required Permits shall remain in full force and effect throughout the performance of the work.

8. **PERFORMANCE OF WORK; COMPLIANCE.** The Licensee shall perform all work at the School for the construction/installation of the Court Improvements in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements. Licensee shall, and shall cause its Agents to, perform all Work in compliance with the Safety Requirements ("Safety Requirements") set forth on Exhibit D attached hereto. All work performed by Licensee on the School Property shall be conducted in accordance with any and all applicable local, state and federal statutes, laws, ordinances, codes, rules and regulations, including but not limited to all OSHA, Federal, State, County, City and Municipal safety laws (collectively, "Laws"). The Board reserves the right to approve and accept the construction/installation of the Court Improvements in its sole discretion. If any part of such work is found to be unacceptable to the Board, then the Licensee shall cause same to be corrected at its cost to the satisfaction of the Board.

9. **TITLE TO COURT IMPROVEMENTS.** The Parties acknowledge and agree that, upon the installation of the Court Improvements, title to any materials, supplies, equipment, or fixtures incorporated therein shall automatically vest in the Board without further action on the part of either of the Parties. The Licensee further warrants that same shall be free and clear from all liens, contracts, chattel mortgages, or other encumbrances and shall warrant and defend title against all claims.

10. **ASSIGNMENT OF WARRANTIES.** Licensee warrants to or shall cause to be assigned to Board all contractors' and manufacturers' and any other warranties that: (i) all materials and equipment furnished pursuant to the construction/installation of the Court Improvements shall be of good quality and new. Licensee's warranty shall be in the form attached as Exhibit D and shall run for a period of 15 years after the date of completion of the Work.

11. **MULTI-PROJECT LABOR AGREEMENT.** The Board has entered into a Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student Programs and Apprenticeships) ("PLA") for all work greater than \$25,000.00. Licensee represents and agrees that it shall comply with the requirements of the PLA if the cost of the work exceeds the \$25,000 threshold. A copy of the PLA is available on the Board's website at: <https://www.cps.edu/about/labor-relations/collective-bargaining/> and by this reference is made a part of this Agreement.

12. **NOTICE AND COORDINATION OF CONSTRUCTION AND ENTRY.** Licensee shall coordinate its entry upon the School Property with the School Principal, Assistant Principal and School's Chief Building Engineer as provided on Exhibit C. Licensee shall provide to the Board and School Principal and Building Engineer at least three (3) business days prior written notice of its entry onto the School Property, which notice shall identify the general time and nature of the work to be performed. Licensee shall make all efforts to avoid disrupting the School(s), and shall immediately cease any activities on the School Property that cause a disruption. Licensee shall closely monitor all ongoing work activities to ensure safety on the School Property. Licensee shall provide a contact person to directly communicate with the School Principal, Assistant Principal and School Engineer.

13. **NO OTHER PERMITTED IMPROVEMENTS.** Licensee may only undertake the Court Improvements that have been approved by the Board, as described on Exhibit A. Licensee shall not deviate from the plans and specifications described on Exhibit A and shall not undertake any other improvements on the School Property unless it receives the prior written consent of the Board's Chief Facility Officer or designee.

14. **DAMAGES.** Licensee shall exercise due care and caution to protect the School and Property against any and all damage which may result directly or indirectly from the performance of the Work. Licensee agrees to pay all costs and expenses due to or arising out of its entry and use of the School Property and to repair and restore, at Licensee's expense, any damage to the School caused by Licensee or its Agents.

15. **INDEMNIFICATION.** Licensee shall indemnify, defend (through an attorney reasonably acceptable to Board) and hold the Board its officers, agents, agencies, departments and employees (the "Indemnitees"), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including without limitation, reasonable attorneys' and expert fees and court costs) incurred by any of the Indemnitees in

connection with, arising out of or incident to (a) any negligent or intentional act or omission of Licensee or its Agents or (b) any entry upon or use of the School Property by or on behalf of Licensee or its Agents in connection with this Agreement. This section shall survive the expiration of this Agreement.

16. **INSURANCE.** Prior to entry onto the School Property and conducting the Court Improvements, Licensee and its Agents shall provide the Board with the following types and amounts of insurance and shall name the Board as an additional insured:

**Required Insurance Coverage:**

- A. **General Liability Insurance.** Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate not less than Two Million Dollars (\$2,000,000) (*i.e.*, \$1,000,000/\$2,000,000), including without limitation, the following coverages: Property/Operations, including deletion of explosion, collapse and underground (XCU) exclusions; Independent Contractor's Protective Liability; Broad Form Contractual Liability, specifically referring to the indemnity obligations under and pursuant to this Agreement, subject to the standard industry terms, conditions and exclusions of the policy; Broad Form Property Damage, including Products/Completed Operations, Personal Injury Liability, with employee and contractual exclusions deleted. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, and Personal & Advertising Injury.
- B. **Automobile Liability Insurance.** When any motor vehicle (owned, non-owned and/or hired) are used in connection with the Permitted Activities, Comprehensive Automobile Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury and property damage shall be provided.
- C. **Workers Compensation, Employer's Liability and Occupational Leave Insurance.** Workers Compensation and Occupational Disease Insurance shall be in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability Coverage B, in an amount of not less than \$1,000,000.
- D. **Contractor's Pollution Liability.** If applicable, Licensee's contractor(s) shall provide a separate Contractor's Pollution Liability insurance policy, covering any bodily injury, liability and property damage liability, arising out of pollutants including Hazardous Materials such as asbestos, lead, etc. or contaminated soil, including while in transit to a permanent disposal facility which may arise under or incidental to this Agreement, whether such activities be by the contractor or by any subcontractors, if applicable, or by anyone directly or indirectly employed or otherwise by any of them. This policy shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence.
- E. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and \$2,000,000 in the aggregate, to provide additional coverage for commercial general liability, employers', automotive, and contractor's pollution liability insurance with the Board and the City endorsed as additional insureds.

- F. **Professional Liability (Errors and Omissions).** Licensee shall require any architect, engineers, construction managers, environmental and/or other professional consultants who perform work in connection with the design or installation of the Court Improvements on the School property to provide Professional Liability Insurance. Such insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, commencement of the Court Improvements under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- G. **Personal Property.** Licensee and its Agents shall be responsible for all loss or damage to its personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Licensee or its Agents. The Board shall not be responsible for any loss or damage to Licensee's or its Agents personal property.

Additional Insured: The Chicago Board of Education, its officers, members, employees and agents and designees shall be named as an Additional Insured on a primary, non-contributory basis on all General Liability, Automobile Liability, Excess/Umbrella Liability and Contractors Pollution Liability policies for any liability and property damage arising directly or indirectly from the work authorized herein. The Certificates of Insurance must evidence coverage for the full term of this Agreement, provided, however, where underlying policies have annual terms expiring during the term of this Agreement, renewal certificates shall provide such evidence. Copies of the Certificates of Insurance evidencing Additional Insured status must be sent to Board at least seven (7) day prior to Licensee's entry upon the School Property as follows:

Chicago Board of Education  
Director of Risk Management, Risk Manager  
42 W. Madison, Second floor  
Chicago, Illinois 60602  
Phone : (773) 553-2244  
Fax: (773) 553-3326  
Email: riskmanagement@cps.edu

17. **NOTICES.** Any notice required or permitted to be given to either party shall be deemed to have been received by such party: A) Three (3) days after the deposit in the United States registered or certified mail, return receipt requested; or B) One (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery; or C) Upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained. A party may send **confirmation notice by e-mail or by facsimile in addition to the required notice to be sent by registered or certified mail, overnight delivery or personal delivery.** Notices shall be sent to the parties as follows to the following addresses:

If to Board: Chief Operating Officer  
Chicago Board of Education  
42 W. Madison 2nd floor  
Chicago, Illinois 60602  
Facsimile: (773) 553-4305  
Email: ihansen2@cps.edu  
and [rmchristlieb1@cps.edu](mailto:rmchristlieb1@cps.edu)

and smstults@cps.edu

With copies to: General Counsel  
Chicago Board of Education  
1 N. Dearborn 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
Facsimile: (773) 553-1702  
Email: rverma@cps.edu

School: Spry Community School  
2400 S. Marshall Boulevard  
Chicago, Illinois 60623  
Attn: Principal Claudia Peralta  
Email: clperalta

If to Licensee: Sport Court Midwest, Inc  
747 N. Church Road, Suite G10  
Elmhurst, Illinois 60126  
Attn: Patrick Walker  
Email: pwalker@courtofsport.com

Or to the parties at such other addresses as they may designate by notice to the other party as herein provided.

18. **INSPECTION AND UNDERGROUND UTILITIES.** Licensee agrees to inspect the Work Area and the immediate surrounding area prior to the start of any construction thereon to avoid damage to surrounding structures, and/or utility lines or any other subsurface lines or cables. Licensee agrees, prior to the commencement of any construction on the School Property to perform or cause its consultants and contractors to investigate and determine the location of utilities on the School Property and in any adjacent public way through the Chicago Utility Alert Network (a.k.a Digger). No excavation or testing below grade shall occur. Licensee shall use reasonable professional care and judgment to avoid any damage to utility lines, subsurface lines, cables or fiber optic facilities on or servicing the School Property and the adjoining public right of way.

19. **NON-INTERFERENCE.** Licensee agrees that it will use its best efforts to avoid interfering with School operations including but not limited to, buses, sewers, water supply, street access and lighting, or any other systems serving the School and will not interfere with or impair access to or from the School or the operations of any emergency vehicles or other emergency equipment to the School.

20. **COMPLETION AND PROPERTY RESTORATION.** Licensee agrees to complete the Court Improvements in accordance with the plans and specifications approved by the Board. Upon expiration or earlier termination of this Agreement, Licensee shall return the School Property to the Board in substantially the same condition as it was when Licensee entered upon it, excepting therefrom the Court Improvements, and shall promptly remove all equipment from the Work Area. If Licensee fails to remove its equipment or to restore the School Property as required by this Agreement, then the Board may remove said equipment and make repairs to restore the

School Property to substantially the same condition that existed prior to Licensee's entry. Licensee shall pay the cost of such removal and repairs.

21. **NO LIENS.** Licensee shall keep and/or cause its contractor(s) and subcontractor(s) to keep the School Property free from any liens and/or encumbrances arising out of any work performed or obligations incurred by or for Licensee. If any lien or encumbrance is recorded against the School Property or any portion thereof as a result of any services performed by or at the request of Licensee, Licensee shall be liable for the cost of discharging and releasing said lien or encumbrance within five (5) days. This Section 21 shall survive expiration or termination of this Agreement, unless and until Licensee has completed its obligations under this Section 21.

22. **NO WARRANTIES.** The Board makes no warranties or representations as to the condition of the School Property. Licensee and its Agents agree to enter onto the School Property at their own risk.

23. **APPLICABLE LAW; JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of Illinois, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the County of Cook in Illinois, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

24. **RIGHT TO TERMINATE.** Notwithstanding anything to the contrary contained herein, the Board shall have the right to terminate this Agreement if Licensee fails to comply with the terms of this Agreement after ten (10) days written notice to Licensee. Upon such termination, Licensee shall immediately cease its activities on the School Property and shall remove its personal property and equipment from the School Property. The parties shall have the right to enforce this Agreement in Court and seek both monetary damages and specific performance, including attorneys' fees and court costs for the prevailing party.

25. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein. This Agreement may not be amended or modified without the written consent of the parties.

26. **COUNTERPARTS.** This Agreement may be executed in counterparts and with digital signatures, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. A facsimile or digital signature shall be deemed as an original signature and binding on both parties.

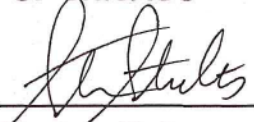
27. **INDEPENDENT CONTRACTOR.** Any contractor who performs work under this Agreement shall be a contractor to Licensee and not a contractor, employee, agent or partner of the Board. Licensee acknowledges that the Board has no obligation to fund Licensee for the activities permitted herein.

28. **LICENSE ONLY.** The rights granted herein shall be construed as a temporary license to enter upon the School Property to construct the Court Improvements and not as a grant of an easement, permanent possession or any other interest in the School Property.

29. **AUTHORITY.** The parties to this Agreement represent, warrant and covenant that they are each duly organized, validly existing and qualified to do business in Illinois; that they respectively have the right, power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder; that the person(s) signing this Agreement on behalf of the respective parties have the authority to do so; and that this Agreement shall be binding upon and enforceable against the parties in accordance with its terms.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the dates written below.


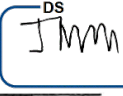
**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

By:   
Stephen Stults  
Director of Real Estate


Date: 10/11/2024

Authorization: Board Rule 7-13

Approved as to legal form:

By:  <sup>DS</sup>   
Ruchi Verma  
General Counsel

**SPORT COURT MIDWEST, INC.**

  
By: \_\_\_\_\_  
Name: PATRICK WALKER  
Title: PRESIDENT

Date: 10/11/2024