

**DRAFT**

**USE AGREEMENT FOR  
TOWNSHIP FACILITIES EXCLUDING THE SENIOR CENTER**

\_\_\_\_\_

This Use Agreement (the Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Hanover Township, Cook County, Illinois, an Illinois township (the Township), and \_\_\_\_\_ a not-for-profit organization/unit of government [~~strike inapplicable term~~] (the Licensee) (collectively the Parties).

**NOW, THEREFORE**, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, Township hereby grants Licensee a license for use of the room or rooms described on Exhibit A, attached hereto and incorporated herein (the Licensed Premises) for the sole purpose of providing or engaging in governmental, charitable and/or beneficent services and/or use.

2. Hour(s) of Use: Licensee shall be permitted use of the Licensed Premises on \_\_\_\_\_, 20\_\_, between the hours of \_\_\_\_\_ a.m./p.m. and \_\_\_\_\_ a.m./p.m (the License Period).

3. License Fee and Security Deposit.

(a) Licensee shall pay Township the user fee and deposit with Township the Security Deposit required under the Hanover Township Policy Regarding Use of Township Facilities excluding the Senior Center, Amended August 9, 2005, a copy of which is attached hereto as Exhibit B, and is incorporated herein (the Township Use Policy) upon the execution of this Agreement, and prior to use and/or occupancy of the Licensed Premises. The Security Deposit shall guaranty Licensees performance of each and every covenant and agreement to be performed by Licensee under this Agreement. Township shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Licensee's defaults in the payment of any fee or expense owed by Licensee hereunder or in the performance of the covenants or agreements contained herein. Licensee's liability is not limited to the amount of the Security Deposit.

(b) In the event Licensee fails to vacate the Licensed Premises on or before the expiration of the License Period, Licensee shall pay Township an additional License Fee of 200% of the hourly license fee set forth in the above described Township Use Policy for each hour or portion thereof that Licensee remains in possession of the Licensed Premises beyond the expiration of said License Period, and shall pay any and all costs and expenses incurred by Township attributable to

Licensee's failure to timely vacate said Premises, including but not limited to reasonable attorney's fees.

4. Access. Nothing in this Agreement shall restrict the access to the Licensed Premises by the employees, officers, officials, or agents of Township who have a legitimate need for such access, including access required to determine whether or not Licensee is in compliance with the terms and conditions of this Agreement.

5. Security. Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all activities contemplated by this Agreement. Licensee shall provide security for the Licensed Premises in the manner and to the extent it deems necessary, at its expense, provided that access by the Township is assured and not unreasonably restricted according to the provisions contained herein. Licensee shall timely communicate to the Township, any and all proposed security measures and obtain Township's approval, prior to the beginning of the term of this Agreement. The Parties agree that Township is not responsible for providing security, for or on behalf of Licensee and/or Licensee's Agents as herein defined. This paragraph is inserted solely for the benefit of the contracting parties, and is not intended to establish, impose or acknowledge any duty to provide security as to third parties.

6. Supervision. Licensee assumes and exercises full responsibility for the supervision of its employees, officers, officials, customers, guests, invitees, members, contractors, vendors, volunteers, agents and assigns (collectively, "Licensee's Agents") during the term of this Agreement. The parties agree that Township has no duty to supervise any person or activity in connection with the Licensee's use of the premises, including within those areas not specifically identified as part of the Licensed Premises. This paragraph is inserted solely for the benefit of the contracting parties, and is not intended to establish, impose or acknowledge any duty to supervise as to third parties.

7. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, protect, save, defend, and hold harmless the Township, and its officers, officials, employees, volunteers, agents, successors and assigns from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees (reasonable attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of Licensee and/or Licensee's Agents or anyone acting on behalf of any of them; (ii) any accident, injury or damage whatsoever occurring, growing out of, incidental to, or resulting directly or indirectly from the use of the Licensed Premises, whether such loss, damages, injury or liability is contributed by a condition of the Licensed Premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever; and/or (iii) Licensee's breach of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation to indemnify shall survive the expiration and/or termination of this Agreement.

8. Insurance. Any Licensee that uses any Township facility or facilities more than once in any thirty (30) consecutive day period and/or any Licensee that will have fifty (50) or more persons using any Township facility regardless of frequency of use and/or any Licensee using the Kitchen located at the Township's Offices located at 250 South Route 59, Bartlett, Illinois, 60103 (the "Kitchen") shall, at its sole cost, maintain insurance of the types and in amounts not less than the following:

A. Commercial General and Umbrella Liability Insurance.

Commercial general liability (CGL) and, if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the facilities contemplated by this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 10 93, 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).

The Township, and its officials, officers, employees, agents and volunteers shall be included as additional insured (collectively, the Additional 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 the Additional Insured, or any of them.

B. General Insurance Provisions

1. Evidence of Insurance

Prior to occupying the Licensed Premises, Licensee shall furnish Township 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.

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

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

Each insurance policy required under this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to Township.

Licensee shall provide certified copies of all insurance policies required herein within five (5) days of Township=s request for said policies.

## 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 Township has the right to reject insurance written by an insurer it deems unacceptable.

## 3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insureds 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 Township. At the option of the Township, Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Township 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.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. Notwithstanding the foregoing, Licensee shall not assign, lease, or sub-license this Agreement without the express written consent of the Township which Township may withhold in its sole and absolute discretion.

10. Modification of Improvements. No modification of the Licensed Premises shall be made by Licensee without the prior written approval of the Township and compliance by Licensee with all other terms of this Agreement.

## 11. Prohibited Uses and Activities.

a. Licensee specifically agrees not to use the Licensed Premises, or any part thereof, for any unlawful and/or immoral purpose and/or business.

b. Licensee covenants and agrees not to maintain any nuisance in the Licensed Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said Licensed Premises, or which would otherwise interfere with Township operations, services, and/or activities.

c. Licensee covenants and agrees to keep the Licensed Premises in a clean, safe, and sanitary condition in accordance with all applicable local, state, and federal laws, ordinances, statutes, codes and regulations.

d. Licensee covenants and agrees that it shall abide by any and all applicable local, state, and federal laws, ordinances, statutes, codes, and regulations which regulate or control the use of the Licensed Premises, including but not limited to the Township Use Policy.

e. No pets or other animals shall be permitted within the Licensed Premises other than seeing eye dogs used to assist the visually impaired, or as otherwise may be required to provide reasonable accommodations pursuant to the Americans with Disabilities Act of 1990, as amended, or as otherwise required by law.

12. Disclaimer. Licensee expressly acknowledges that the Township makes no representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. Licensee accepts use of the Licensed Premises and the improvements thereon, AS-IS and WITH ALL FAULTS. Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

13. Non-Discrimination. Licensee agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services, or use of the Licensed Premises on the basis of race, creed, color, religion, sex, sexual orientation, national origin, ancestry, age, disability, marital status, or unfavorable discharge from military service.

14. Default. In the event of breach or default hereunder, by Licensee, the Township shall be entitled to all remedies available at law and/or equity to enforce its rights under this Agreement, including the right to reimbursement for reasonable attorney's fees. Notwithstanding any provision herein to the contrary, in the event the Township terminates this License Agreement pursuant to paragraph 16 of the Township Use Policy, the sole remedy of Licensee and Licensee's Agents shall be the return of the security deposit and any pre-paid license fees to Licensee. In no event shall the Township be liable to Licensee and/or Licensee's Agents for any consequential, incidental, special, and/or indirect damages or losses (in contract or tort), including but

not limited to any lost revenues or savings in connection with this Agreement and/or any breach and/or default by Township hereunder.

15. Restoration. Upon the expiration of this Agreement, Licensee shall cause the Licensed Premises to be restored to the same condition in which it existed at the commencement of Licensee's use of the Licensed Premises.

16. Real Estate Taxes. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Licensed Premises remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the license granted hereunder. In the event, however, (a) this Use Agreement or the rights granted under this Agreement, (b) any sub-license agreement or other grant of use or assignment by Licensee and/or (c) the use and/or operations of Licensee or any of its sub-licensees or assignees, or Licensee's Agents results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay Township the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefor for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof.

17. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Licensed Premises and/or by or on behalf of Licensee or any of its sub-licensees or assignees, and/or Licensee's Agents, in violation of this paragraph, results in contamination of the Licensed Premises, Licensee shall pay for all costs of clean up and shall indemnify, hold harmless and at Township's option, defend Township, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Premises.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances" and/or "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Licensed Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws.

Licensee=s duties and obligations to indemnify Township shall survive the termination and/or expiration of this Agreement.

18. Use of Premises. Use of the Licensed Premises by Licensee, its sub-licensees, and any other person or entity granted a right of use to the Licensed Premises shall be exclusively and actually for governmental and/or charitable and/or beneficent purposes within the meaning of 35 ILCS 200/15-65, as amended, and not with a view to profit.

19. No Lease. The Parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee a leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Townships shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder.

20. Assumption of Liability. To the fullest extent permitted by law, Licensee and Licensee's Agents assume all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Licensed Premises or other Township property by Licensee and/or Licensee's Agents. Licensee and Licensee's Agents are aware of the risks associated with use of the Licensed Premises and/or other Township property, and Licensee and Licensee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

21. Miscellaneous.

a. This Agreement sets forth the entire understanding of the Parties. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

b. The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

c. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement may be brought in the Circuit Court of Cook County, Illinois.

d. 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 or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this Agreement shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or

immunities of the Township, its officials, officers, employees, agents and/or volunteers (other than any Licensee and/or Licensee's Agents hereunder), as to any claim, cause, and/or cause of action of any kind or nature whatsoever.

e. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

f. This Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

g. Each of the undersigned as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

h. Facsimile signatures shall be sufficient for purposes of negotiating, executing, and finalizing this Agreement.

Dated: \_\_\_\_\_, 2005

Hanover Township:

Licensee:

By: \_\_\_\_\_  
Township Supervisor

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name:

Attest:

Attest:

\_\_\_\_\_  
Township Clerk

\_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name:



## HANOVER TOWNSHIP POLICY REGARDING USE OF SENIOR CENTER

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It is the intent of Hanover Township (the "Township") to make its facilities available to other units of government, not-for-profit entities that will use the facilities for charitable and/or beneficent purposes, and Township Volunteers ("Licensee"), on a fair and equitable basis as herein provided. The following procedures, guidelines and fee schedule will outline the procedures in regard to usage of the Township's Senior Center (the "Facility" or "Senior Center").

1. Facility requests must be made in writing and submitted to the Director of Senior Services or his/her designee, at the Senior Center, 240 South Route 59, Bartlett, Illinois, 60103.
2. Requests shall be made at least two weeks in advance of the proposed use of the Facility. Requests shall be signed by an adult who assumes responsibility for the activity who shall execute the Use Agreement attached hereto as Exhibit A (the "Use Agreement"), and who has the authority to bind the organization to the terms and conditions therein.
3. A security deposit in the amount of \$100 is required for use of the Facility, excluding use of the Senior Center kitchen (the "Kitchen"). In the event use of the Facility includes use of the Kitchen, the security deposit shall be \$300.00. Said deposit is to be made in cash or cashier's check, and will be refunded within five (5) business days following the expiration of the license period, provided Licensee is not in default under the Use Agreement and delivers possession of the Facility to the Township in a timely manner and in good repair and clean condition.
4. Cancellation. Seven calendar day's cancellation notice must be received by the Director of Senior Services or his/her designee to have the security deposit returned for groups of fifty (50) or more. If said notice is not received, the security deposit will be kept by the Township.
5. A certificate of insurance, naming Hanover Township as an additional insured and evidencing the types and amounts of coverages required under the Use Agreement, must be received by the Director of Senior Services, or his/her designee at least two (2) business days prior to the use period from: (i) any organization that uses the Facility more than once in any thirty (30) consecutive day period; (ii) any organization that will have fifty (50) or more persons using the Facility regardless of frequency of use; and/or (iii) any organization using the Kitchen.
6. No alcoholic beverages are allowed on Township property.

7. No smoking is allowed within any Township indoor facility.
8. The Facility will be assigned in the following priority order:
  - a. Township programs.
  - b. Township sponsored programs.
  - c. Use by Township committees and/or Township volunteers who have donated not less than twenty (20) hours of service to the Township during the preceding twelve (12) month period.
  - d. Governmental programs offered by units of government other than Hanover Township, or not-for-profit entities that provide charitable and/or beneficent services to residents of Hanover Township.
  - e. Other not-for-profit organizations.
9. User Fee: Licensees will pay \$35.00 per room per hour during the license period. An additional fee of \$25.00 per hour will be charged to Licensee for use of the Kitchen. The user fee will be waived for organizations set forth in paragraphs 8a through 8d above.
10. The Facility will be available for use only on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month, excluding holidays. Use of the Facility may be scheduled for only 3 months at a time.
11. Use of any food preparation equipment and/or appliances including but not limited to any food warming equipment, shall be limited to the Senior Center's equipment and appliances located within the Kitchen. Use of the Kitchen shall require compliance with the insurance requirements set forth in Section 5 herein and in the Use Agreement, and a security deposit of \$300.00.
12. All licensees must furnish the following to the Director of Senior Services or his/her designee prior to use or occupancy of Senior Center:
  - a. Pre-paid user fee (if applicable).
  - b. Security Deposit.
  - c. Executed Use Agreement.
  - d. Evidence of insurance meeting the minimum types and amounts of coverages set forth in the Use Agreement if insurance is required under Section 5 herein.
13. The number of persons permitted in any room within any Senior Center shall not exceed the lesser of the maximum number established by the Bartlett Fire Protection District or the maximum number permitted by the Township Board.

14. Hours of Use: The Senior Center shall not be used or occupied prior to 8:00 a.m. or after 10:00 p.m. and said use shall not exceed eight (8) consecutive hours, unless approved by the Board.

15. Excessive noise and/or use of hazardous materials are prohibited.

16. All organizations of persons under the age of eighteen (18) must also include an adult chaperone that is responsible for the organization's activities. For each two (2) children there must be at least one (1) adult responsible for supervising said children. No child may be left unattended by an adult at any time while using the Facility.

17. In the event the Facility is required for any Township activity, program, and/or service or needed by another unit of government for emergency services, the Township may cancel the Licensee's use of the Facility and rescind the Use Agreement, in which case the sole and exclusive remedy to Licensee and its officers, officials, members, employees, agents, guests, invitees and customers shall be a refund of the security deposit and any prepaid user fee to Licensee.