

FIELD USAGE AGREEMENT
BETWEEN THE VILLAGE OF SPRING GROVE
AND THE STATELINE COMETS

This Agreement entered into this 17th day of April, 2024 by and between the Village of Spring Grove ("Village") and the Stateline Comets as follows:

WHEREAS, the Village owns and maintains Spring Grove Park and Thelen Family Park which have been developed with certain football fields which have been used by the Stateline Comets.

WHEREAS, the Village and Stateline Comets have worked together to provide recreational opportunities to the residents of the Village.

WHEREAS, the parties desire to set forth their respective obligations for the continued use of Spring Grove Park by the Stateline Comets as set forth herein.

NOW THEREFORE, in consideration of the foregoing, the parties covenant and agree as follows:

1. The above-stated recitals are incorporated herein by reference.
2. The Village will allow the Stateline Comets to use the fields identified for football related activities only.
3. The Village has the first right of use of the fields.
4. The Stateline Comets agrees to be responsible for determining the season start date, field closures, and/or limited activities due to field conditions, and notifying all teams, coaches, or responsible parties of closures or restrictions.
5. The Stateline Comets agrees that the football fields shall be used solely for football related activities unless it obtains the approval of the Village to use them for other purposes.
6. The Stateline Comets agrees to obtain prior approval of the Village prior to any improvements made to any park, regardless if such improvements will or will not cause any expense to be incurred by the village, using the attached Parks Project Proposal form.
7. Renting of the facilities by the Stateline Comets to any individual, group or organization is strictly prohibited.

8. The Village shall be responsible for the following below. Field maintenance is dependent upon weather conditions and mechanical equipment working order. The Village shall not be responsible for any failure to maintain fields due to events beyond its control.

Spring Grove Park:

- Turf management of the football field, to include: mowing once a week weather permitting, one application of weed and feed in the spring, and aeration once a year in the spring;
- fencing;
- maintenance of the playground equipment;
- providing a dumpster and ample supply of garbage bags and cans;
- maintenance of the scoreboard electrical service;
- concession stand painting, electric and general maintenance (excluding food service/storage);
- parking lot lights, including lamps;
- maintenance of the storage facilities, including painting and electric;
- benches;
- three-row bleachers only;
- goalposts

Thelen Family Park:

- Turf management of the football fields to include: mowing once a week weather permitting, one application of weed and feed in the spring, and aeration once a year in the spring;
- fencing;
- benches;
- three-row bleachers only;
- goalposts;
- maintenance of the exterior and electrical service for the announcers stand;
- scoreboard electric;
- concession stand painting, electric and general maintenance (excluding food service equipment & team storage area);
- parking light poles including lamps;
- storage facility painting, electric and general maintenance;
- providing a dumpster and an ample supply of garbage bags and cans;
- managing all advertising opportunities and sharing 50% of the earned revenue from advertising signs with The Stateline Comets;



9. The Stateline Comets shall be responsible for the following below. ALL ELECTRICAL WORK WITHIN A PARK IS TO BE PERFORMED BY A LICENSED CONTRACTOR.

Spring Grove Park:

- repairing or restoring the fields in poor condition, particularly due to use, including materials such as topsoil and grass seed;
- maintaining all incidental football equipment including the concession and storage areas in good, clean and neat operating condition;
- all maintenance, all repair and all safety requirements of the announcer's stand;
- providing spring clean-up;
- picking up trash following use of the facilities, including the fields, and depositing it in marked garbage cans for pickup by the Village. In the event the Stateline Comets fails to remove trash and debris following football activities, the Village can impose charges upon the Stateline Comets of \$50 an hour per hour per maintenance personnel for the time it takes to restore the park to its original condition;
- maintaining and repairing announcer's stand, including safety issues;
- scoreboard lamps, ballasts and power supplies;
- depositing garbage bags in the dumpster if the cans are more than half full;
- receiving authorization from the village before any work is done in the electrical shed;
- removing all equipment from the field after any practice or game to allow for mowing

Thelen Family Park:

- repairing or restoring the fields in poor condition, particularly due to use, including materials such as topsoil and grass seed;
- providing spring clean-up;
- maintaining all incidental football equipment and the concession, bathroom and storage areas, which shall be shared with other parties with Field Use Agreements, in good, clean and neat operating condition, wiping down counters, tables, oven and microwave, emptying garbage cans, sweeping and mopping floors, turning off the lights and locking the doors in the concession area and wiping down counter and sinks, emptying garbage cans, sweeping and mopping floors, turning off lights and locking the doors in the bathroom areas;
- maintaining the interior of the announcer's stand, with the exception of the service panel;
- scoreboard lamps, ballasts and power supplies;

- flag & flagpole attached to scoreboard;
- maintaining field light poles, electrical equipment and wiring, including lamps and bills for electrical usage, if charged by ComEd, and maintenance of equipment;
- coordinating yearly inspection of large bleachers by an independent certified safety inspector with a current passing certificate on file before any football activity takes place with any lapse in a passing certificate resulting in the bleachers being closed;
- picking up trash following use of the facilities, including the fields, and depositing it in marked garbage cans for pickup by the Village. In the event the Stateline Comets fails to remove trash and debris following football activities, the Village can impose charges upon the Stateline Comets of \$50 an hour per hour per maintenance personnel for the time it takes to restore the park to its original condition;
- depositing garbage bags in the dumpster if the bags are more than half full;
- following electronic key procedures for the concession stand (which must be obtained from the Police Department) and reporting any lost keys or keys changing hands to them. Pass codes for security system will be issued with keys. Confidentiality of codes is required;
- removing all equipment from the field after any practice or game to allow for mowing

Schedule of Fields. The Stateline Comets shall provide the Village with a schedule of the fields for day camps by July 1, 2024 and practices, games, tournaments and special events, by September 1, 2024.

Special Events and Tournaments. The Stateline Comets shall notify the Village of any special events, tournaments, or games expecting large crowds at least thirty days prior to the event.

Team Roster. The Stateline Comets shall submit a roster that includes a full listing of all player names broken down by team and division when it submits the participation fees.

10. **Port-a-Potties.** The Village shall be responsible for providing one port-a-potty at Spring Grove Park from July 2, 2024 – November 30, 2024 and one port-a-potty at Thelen Park from April 1, 2024 – November 30, 2024. Port-a-potties will be cleaned once a week. Should usage of the toilet facilities exceed its designed capacity, the Stateline Comets shall be responsible for providing additional port-a-potties and cleanings.

11. The Stateline Comets shall pay the Village the amount of Ten Dollars (\$10.00) per season, per participant or player in Stateline Comet activities that use the Village of Spring Grove's fields for either games or practices. Failure to remit payment by September 30, 2024 will result in a penalty of \$150 per month.

12. **Indemnification and Insurance.** The Stateline Comets waives and releases all claims for injuries it may have or that any member, user, invitee, employees, agent, customer or participants ("Participant") in its program may have or which arise out of its program at the Village facility. The Stateline Comets also indemnifies and holds the Village harmless as provided herein.

The Stateline Comets agree to waive and relinquish all claims it may have as a result of using the Village's facilities against the Village and its officers, servants, Village Board, individual appointed or elected officials, and employees ("Covered Entities").

The Stateline Comets does hereby fully release and discharge the Village and its covered Entities from any and all claims from injuries, including death, damage, or loss which it may have or which may occur to any Participant or the Stateline Comets on account of its use of the Village's facility and the Stateline Comets covenants not to sue the Village or any of the Covered Entities. It further agrees to indemnify and hold harmless and defend the Village and its Covered Entities from any and all claims resulting from injuries, including death, damages, and losses sustained by the Village or the Covered Entities arising out of, in connection with, or in any way associated with its use of the facility or the use of the facility by any Participant. The Stateline Comets hereby assumes all responsibility for any bodily injury, death or property damage brought about as a result of its use of the facility or the use of the facility by any Participant.

The Stateline Comets agrees that it shall provide proper adult supervision during its activities at the facility. The Village requests that the Stateline Comets provide an Automated External Defibrillator (AED) and a trained AED operator during its activities at the facility. The Village makes no warranty or representation about the condition of its facility being used by the Stateline Comets. The Stateline Comets, at its sole cost and expense, shall maintain a commercial general liability policy naming the Village as additional insured in the amount of \$1,000,000.00 or such other amount as the Village may require. A certificate of insurance shall be provided at least annually to the Village evidencing such insurance coverage. In addition to said insurance any notice of cancellation or termination shall be provided to the Village in writing at least sixty (60) days in advance.

13. This Agreement shall run for a period of one (1) year through December 31, 2024. At the expiration of its term, the parties shall work to negotiate an extension of the Agreement.

14. Nothing contained herein shall be construed as a lease of premises. This is merely an agreement regarding the use of certain premises and is intended to set forth the parties' obligations for the development and use of the football facilities.

15. Any notices required by this Agreement shall be mailed certified mail, return receipt requested, or hand-delivered or faxed as follows:

To the Village:	Village Clerk Village of Spring Grove 7401 Meyer Road Spring Grove, Illinois 60081 815-675-6053 (Facsimile)
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To Stateline Comets:	Mr. Rick Graves, President Stateline Comets 2805 Monterra Drive Spring Grove, Illinois 60081
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Notices shall be deemed received on the date of actual receipt if by certified mail or the following business day if sent by facsimile or hand-delivery.

16. If any portion of this Agreement is deemed unenforceable, then it shall be severed and stricken from this Agreement and the remainder shall remain in full force and effect.

17. This Agreement shall not be construed against any party by virtue of a party's attorney drafting all or part of this Agreement. It has been drafted for the benefit of both parties and been reviewed by their attorneys.

18. This Agreement shall create no third-party beneficiaries as it is solely for the benefit of the parties hereto.

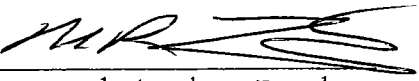
19. The Stateline Comets shall at all times comply with all guidelines and requirements of the Village's General Affiliate Agreement, as may be amended or updated.

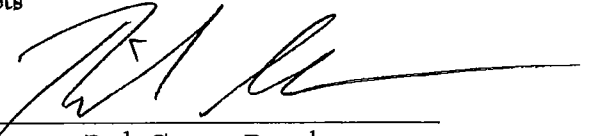
20. Breach. In the event either party deems that there has been a breach of this Agreement, the non-breaching party shall give the other party notice as provided herein to remedy said breach within twenty-one (21) days. If the breaching party fails to remedy the breach, the non-breaching party may terminate the Agreement, with all improvements remaining the property of the Village, and also seek any appropriate remedy at law or in equity.

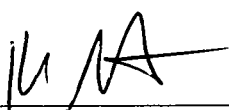
21. Termination. In the event that the parties are unable to agree as to the continued use of the football fields or the improvements constructed in accordance with this Agreement, then either party may terminate the Agreement by giving one year's written notice to the other. Upon such termination, all improvements to the property shall remain the sole property of the Village.

Village of Spring Grove

Stateline Comets

By: 
Mark Eisenberg, President

By: 
Rick Graves, President

Attest:

Kelly Popelka, Village Clerk

Attest:

Secretary