



ORDINANCE NO. 1962-19

AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER TO ENTER INTO AN AMENDED AND RESTATED AGREEMENT WITH MVP SPORTS ACADEMY OF LAKE ZURICH ILLINOIS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be and the same, are hereby authorized and directed to execute an amended and restated agreement with MVP Sports Academy of Lake Zurich Illinois, substantially in the form attached hereto as Exhibit "A", and, by this reference made a part hereof. The parties have come to an agreement to different terms than the previously executed field rental agreement and now seek the approval of the attached amended and restated field rental agreement which shall supersede the prior agreement in its entirety.

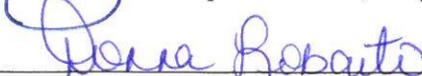
The foregoing Ordinance was adopted on June 24, 2019 by a roll call vote as follows:

AYES: Kaiser, Kasik, Riess, Corrigan, DiMaggio

NAYS: Ø

ABSENT AND NOT VOTING: David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: _____

APPROVED: _____



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500

**FIELD RENTAL AGREEMENT
MVP SPORTS ACADEMY
JUNE 10TH Through AUGUST 9TH 2019**

This Agreement is entered into this 24th day of June, 2019 by and between the VILLAGE OF HAWTHORN WOODS (hereinafter referred to as "VILLAGE"), and MVP SPORTS ACADEMY, (hereinafter referred to as "MVP SPORTS ACADEMY").

WHEREAS, MVP SPORTS ACADEMY is a for-profit Illinois corporation which operates youth athletic programs which may benefit the residents of the VILLAGE; and

WHEREAS, the VILLAGE owns and operates certain parks and fields suitable for baseball, softball, basketball, football, tennis and soccer; and

WHEREAS, the parties wish to enter into an Agreement whereby the VILLAGE will allow MVP SPORTS ACADEMY to use Highview Park for a Summer Youth Sports Camp and whereby MVP SPORTS ACADEMY will pay rental fees to the VILLAGE to help offset VILLAGE maintenance/labor costs.

Now, therefore, the VILLAGE and MVP Sports Academy agree as follows:

1. **RECITALS:** The recitals contained herein are specifically remade, restated, and fully incorporated into the terms and conditions of this Agreement.
2. **FIELDS:** The VILLAGE will provide and maintain the assigned baseball field, basketball court and tennis court at Highview Park with the MVP SPORTS ACADEMY. The MVP SPORTS ACADEMY shall have **non**-exclusive use of these fields from June 10, 2019, weather depending, through August 30, 2019 during the permitted time period and location as specified. Permitted days, field location, and times will be scheduled on Attachment "A". The VILLAGE will guarantee and reserve the use of these fields as specified in Attachment "A" for MVP SPORTS ACADEMY.

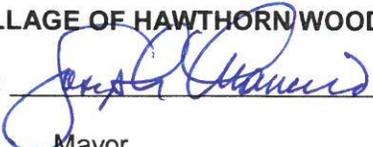
- Highview Park
MVP SPORTS ACADEMY will enjoy use of the park athletic fields Monday through Friday; weather permitting, from 8:30 am to 4:30 pm.
- For the purposes of this Agreement, permitted use shall mean that the VILLAGE will not schedule other organized sports activities or reserve fields during the permitted times. MVP SPORTS ACADEMY will receive a permit for field use that should be carried with them at all times to provide proof of reservation should a conflict with another group arises. The Hawthorn Woods Police Department will also have a copy of the permit.
- During any times that MVP SPORTS ACADEMY is not scheduled to use the fields, the VILLAGE shall maintain the field schedule for other users. The VILLAGE reserves the right to allow for public use of park properties and schedule other users, programs, or events as the VILLAGE determines on a first come first serve basis.

3. **FIELD STANDARDS AND MAINTENANCE:** The VILLAGE will maintain the fields to standards consistent with the VILLAGE's Public Parks NRPA Schedule. The VILLAGE will be responsible for the costs and expenses associated with all maintenance of the park areas immediately outside the fields of play and of all the grass areas of the fields. Such maintenance includes, but is not limited to, grass cutting, aeration, weed control, fertilizing, and seeding of all grass areas, including grass areas within the field of play. Each party shall give written notice to the other of any deficiencies in their respective maintenance obligations and the parties shall make the best good faith efforts to resolve any disputes.
4. **STORAGE BINS:** MVP SPORTS ACADEMY may maintain one (1) storage bin (jobsite storage system) at Highview Park for the purposes of storing equipment. MVP SPORTS ACADEMY shall keep such storage bin in good repair with monthly inspections, including painting in an earth tone color approved by the VILLAGE unless said bin is a pre-finished product which then shall be green or beige. The color of the paint is subject to the approval of the VILLAGE and will need to blend in with the park surroundings. No logos, names, or promotional markings shall be visible on the bins. However, contact information may be located on the exterior of the bin in a discreet manner. The VILLAGE shall have no responsibility or liability for any loss or damage to said storage bin or any of their contents. Equipment stored in said bins may be utilized no earlier than June 10, 2019, and shall be removed by August 16, 2019, unless otherwise approved.
5. **FIELD PLAYABILITY AND SAFETY:** MVP SPORTS ACADEMY shall, without any liability to the VILLAGE, cancel camp when field conditions are too wet or muddy for safe play or when weather conditions could impact the turf conditions and field growth at VILLAGE parks.
- MVP SPORTS ACADEMY agrees to follow the VILLAGE's safety policy that all play is to be suspended upon the sound of thunder, the surge of high winds or tornado sirens, or when the lightning detection system sounds or lightning is sighted. All individuals are mandated to seek shelter indoors and immediately suspend activity to ensure the safety of all youth and adults during inclement weather.
6. **EXTRAORDINARY FIELD IMPROVEMENTS:** If additional field improvements are requested by MVP SPORTS ACADEMY, the VILLAGE shall consider the request for improvements and if approved, the MVP SPORTS ACADEMY will pay for materials and supplies needed to make the field improvements and the VILLAGE will contribute the labor and equipment to make the field improvements. If a contractor is utilized for the improvements and the VILLAGE approves such improvements, the cost will be paid by MVP SPORTS ACADEMY. The VILLAGE must authorize and approve all such fencing prior to installation.
7. **ANNUAL FEES:** In order to help offset the costs associated with the regular maintenance, personnel, and operational costs as determined by the VILLAGE, MVP SPORTS ACADEMY will make a onetime rental payment of \$7,500.00 for the summer season. The payment of \$4,500 will be due to the VILLAGE on or before June 5, 2019. The Balance will be paid as follows; \$1,500 on or before June 26, 2019 and \$1,500 on or before July 17, 2019. The Village reserves the right to request an annual increase of this fee.
8. **MEETING AND SCHEDULING:** The VILLAGE and MVP SPORTS ACADEMY may schedule an annual meeting in the fall of 2019 to review the concluded rental agreement.
9. **INSURANCE:** VP shall provide, on an annual basis on or before June 5, 2019, a Certificate of Insurance with limits not less than the following:

- Per occurrence—Bodily Injury - \$1 Million Dollars. Bodily Injury and Property Damage combined - \$1 Million Dollars.
 - Aggregate—Bodily Injury - \$2 Million Dollars. Bodily Injury and Property Damage combined - \$2 Million Dollars.
 - MVP SPORTS ACADEMY shall also name the VILLAGE as an additional insured on any liability policy it carries. Said Certificate shall certify that MVP SPORTS ACADEMY policies are primary in coverage as to any injury or damage caused by MVP SPORTS ACADEMY'S programs or activities, including restaurant or food service provider that may vend out of VILLAGE park properties.
10. **TRASH REMOVAL:** The VILLAGE is responsible to supply and maintain one (1) fifty-five (55) gallon trash container per field and to dispose of the contents of the said containers. MVP SPORTS ACADEMY shall be responsible to pick up loose trash generated as a result of its use of the Assigned Fields, and place the trash into the designated containers.
11. **TOILET FACILITIES:** The VILLAGE shall be responsible to provide separate toilet facilities (permanent or portable) for both males and females at the Assigned Fields. The maintenance and cleaning of said toilet facilities shall be the responsibility of the VILLAGE.
12. **TERM:** The term of this Agreement shall be in full effect for the times requested in the approved permit for the 2019 season only, with annual renewal opportunities pursuant to the Agreement for both parties. An extension of this Agreement or a new Agreement may be offered by the VILLAGE on an annual basis. Notwithstanding the foregoing, either party may terminate this Agreement by providing written notice to the other party. The VILLAGE retains severability and or modification rights should conditions prohibit play.
13. **SCHOOL DISTRICT DISCRIMINATION:** There shall be no discrimination based on school district.
14. **INTEGRATION CLAUSE:** The parties agree that each of them are authorized to enter into this Agreement and that this Agreement contains the entire Agreement of the parties and supersedes all prior Agreements, writings, oral representations, notes, and communications regarding the terms of this Agreement and this Agreement expresses the full understanding of the parties.
15. **INDEMNIFICATION :** The MVP SPORTS ACADEMY hereby indemnifies and agrees to hold harmless and defend the VILLAGE, its elected officials, officers, agents and employees from and against any loss, claim, damage, claim for damages or liability, including attorney's fees for injuries to all persons and any and all other damage arising out of the execution of this Agreement. MVP SPORTS ACADEMY use or occupancy of the fields identified in this Agreement, any activity on or about the fields identified in this Agreement or due to any act or omission of MVP SPORTS ACADEMY its agents, players, invitees or employees. Nothing herein contained shall be construed as a waiver of any defenses the VILLAGE, its elected officials, officers, agents or employees might have to any claims covered by this paragraph. This Indemnification shall survive the termination of this Agreement.
16. **AGREEMENT NOT ASSIGNABLE:** This Agreement is not assignable or transferable without prior written consent of the VILLAGE. Any such assignment without prior written consent of the VILLAGE shall be null and void and will have no force or effect and shall entitle the VILLAGE to immediately terminate this Agreement.

17. **DEFAULT:** In the event of a breach or default of this Agreement, the parties may terminate this Agreement and each party retains all rights at law or in equity including the right to specific performance. The exercise of one or more remedies shall not preclude the alternate subsequent exercise of another remedy.

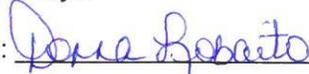
VILLAGE OF HAWTHORN WOODS

By: 

Mayor



Chief Operating Officer

Attest: 

Date: June 25, 2019

MVP SPORTS ACADEMY

By: _____

Official

Attest: _____

Date: _____