

**VILLAGE OF VERNON HILLS
RESOLUTION No. 2018-058**

**A RESOLUTION APPROVING A THREE-YEAR AGREEMENT WITH THE VILLAGE
OF VERNON HILLS, THE VERNON HILLS PARK DISTRICT AND FC UNITED
SOCCER CLUB FOR THE USE OF CERTAIN FIELDS AT THE VERNON HILLS
ATHLETIC COMPLEX**

THIS AGREEMENT entered into this 20th day of November, 2018, by and between the VILLAGE OF VERNON HILLS, an Illinois municipal corporation (the "Village"), and FC United Premier (FCU) ("FCU ") for the purpose of permitting FCU to utilize certain the fields located at the Vernon Hills Athletic Complex ("VHAC") for its FC United Premier soccer club and Development Academy being operated through and in conjunction with the Vernon Hills Park District (hereinafter referred to as "Agreement").

The following recitations are incorporated herein and made a part hereof:

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Vernon Hills Athletic Complex (VHAC) is comprised of multiple parties with Federal lease agreements related to the parcels including Community High School District 128, Stevenson High School District 125, Lincolnshire-Prairie View School District 103 and the Village; and

WHEREAS, FC United Premier (FCU) was formally approved as an affiliate of the Vernon Hills Soccer Club (VHSC) by the Vernon Hills Park District Board on the Vernon Hills Park District Board on October 25, 2018; and

WHEREAS, all parties desire to enter into an agreement to provide for the use of certain Village owned soccer fields for the purpose of creating a Development Academy (DA); and

WHEREAS, FCU has or will obtain approvals for the use of all proposed fields; and

WHEREAS, the Village finds it beneficial to make the Fields available to FCU for its tournaments; and

WHEREAS, pursuant to Article 6 of the Illinois Constitution of 1970, and the home rule powers granted therein, the Village enters into this Agreement.

NOW, THEREFORE, in consideration of the Recitations hereinabove and the mutual covenants and conditions below, it is agreed as follows:

Section 1. Use of Soccer Fields.

1.1 The FCU Development Academy shall have access to Fields 10, 11,

and 12 at the Vernon Hills Athletic Complex.

1.2 Access to these fields will be determined by the Village and/or the Park District.

1.3 Generally, these fields will be made accessible to the Development Academy as follows:

Fall: August 1, through December 1- weather and field conditions permitting

Spring: April 1 through June 15- weather and field conditions permitting.

Field space will be available from 5:00 p.m. to 10:00 p.m. (subject to VHSC schedules)

1.4 The costs for the lights will be paid entirely by the FCU DA when the field(s) are shared, or used entirely by the FCU DA. Lighting costs shall be invoiced by the VHSC at an amount not to exceed \$30,000 annually.

Section 2 Sponsorships

2.1 FCU DA, will assist in sponsorships and vendor relationships for the Vernon Hills Soccer Club, when possible.

Section 3 - Term

3.1 The initial term of this Agreement shall be for three (3) years commencing on January 1, 2019 through December 31, 2021. This agreement shall automatically renew for an additional three (3) year term unless either party provides written notice that it wishes to terminate the Agreement. To be effective, the notice must be delivered to and receive by the other party at least ninety (90) days prior to the expiration of the term of this Agreement.

Section 4 – Condition of Fields and Adjacent Areas

4.1 FCU shall be responsible to keep clean and in good order, condition and repair all of the Fields. In the event of a claim for damages, the Parties will work cooperatively to determine the amount of damages and also which party shall make the repairs. The Village reserves the right to bill FCU for such repair costs. This is not an exclusive remedy of the Village.

Section 5 - Supervision

5.1 The Village shall have no responsibility whatsoever for supervising FCU's tournament or games, use of the Fields, or supervising FCU's employees, volunteers, participants and/or agents. FCU shall be solely responsible, at its own expense, for providing adequate adult supervision at all times in connection with its use of the Fields and the operation of the tournament. FCU shall be responsible for employment of personnel and/or volunteers to implement or supervise all of the tournament games, programs, activities, traffic direction and parking direction

at the VHAC, and FCU acknowledges and assumes complete responsibility for its staff or volunteers used to supervise such activities hereunder.

Section 6 – Indemnification and Hold Harmless

6.1 Required Waiver for Participants. FCU shall require each participant in its programs or tournaments to execute a waiver of any and all claims against the Village (and its officers against, employees and elected officials) and holding the Village (and its officers against, employees and elected officials) harmless from any and all claims for personal injuries or damage to property occasioned by FCU's use of the fields.

Section 7. Insurance and Indemnification.

7.1 Insurance. FCU, at its sole cost and expense shall keep in full force and effect at all times during the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the tournaments and this Agreement. FCU shall provide coverage that is at least as broad as:

7.1.1 Comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such "Best" A-rated companies or through self-insurance risk pools as are reasonably acceptable to the Village, but, in any event, no less than \$1,000,000.00 per occurrence and an umbrella policy no less than \$2,000,000.00. Such insurance shall be evidenced by annually providing to the Village certificates of insurance, naming the Village, School Districts and American Hotel Register, its board, board members, officers, agents, employees and elected officials as Additional Insureds and providing that the insurance may not be modified, terminated, cancelled or non-renewed without at least 30 days advance written notice by certified mail, return receipt requested, to the Village. FCU agrees to provide a current Certificate of Insurance naming the above-named entities as Additional Insureds at least 60 days prior to any event held on the fields and/or facilities described in this agreement.

7.1.2 FCU shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the party employer and the other party shall have no obligation whatsoever to provide workers' compensation for the other party's employees.

7.2. Indemnification. FCU agrees to indemnify, defend and hold harmless the Village, and its board members, officers, employees and agents from all claims, causes of action, liability, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees) and losses (collectively "Loss") where and to the extent the Loss arises out of the

indemnifying party's use of the VHAC and the Fields, or where and to the extent the Loss arises out of the indemnifying party's failure to perform its material obligations under this Agreement. The term "FCU" includes its authorized users.

C. No Waiver of Tort Immunity Defenses. Nothing contained in this Section 4 or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

Section 8. Miscellaneous Provisions.

8.1. Any notices required to be sent to either party hereto shall be deemed to have been properly sent when personally delivered, when mail postage prepaid to the address of such owner as indicated below at signature hereto, or when delivered by facsimile transmission or when delivered by overnight commercial delivery service. Any notices sent by mail shall be deemed delivered three (3) days after mailing.

If to FCU:

with a copy to

If to Village:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attention: Village Manager

with copy to:

Hunt & Associates, P.C.
55 West Monroe
Suite 3600
Chicago, Illinois 60603
Attention: Keith Hunt

8.2 In the case of a default, the law of the State of Illinois shall apply, and any action shall be brought in Lake County. In the case of a default, the parties hereto can avail themselves of any or all remedies at law or in equity.

8.3 This Agreement shall be binding upon the successors of the parties' respective governing boards.

8.4 Invalidation of any of the provisions of this Agreement shall in no way affect any other provisions herein contained and such other provisions shall remain in full force and effect.

VILLAGE OF VERNON HILLS

By: *Roger By*
Its: VILLAGE PRESIDENT

ATTEST:

By: *Paul F. Lenczowski*
Its: Village Clerk

FC UNITED PREMIER, LLC

By: *[Signature]*
Its: CEO

ATTEST:

By: *Justin Fox*
Its: COO

VERNON HILLS PARK DISTRICT

By: *[Signature]*
Its: EXECUTIVE DIRECTOR

ATTEST:

By: *Lisa L. Duschbach*
Its: Administration

Dated the 20th of November, 2018

Adopted by roll call votes as follows:

AYES: -

NAYS: -

ABSENT AND NOT VOTING:

Dated the 20th of November, 2018

Adopted by roll call votes as follows:

AYES: 6 – Marquardt, Koch, Schultz, Oppenheim, Takaoka, Brown

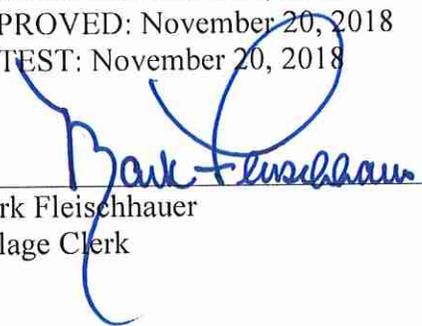
NAYS: 0 – None

ABSENT AND NOT VOTING: 0 – None

PASSED: November 20, 2018

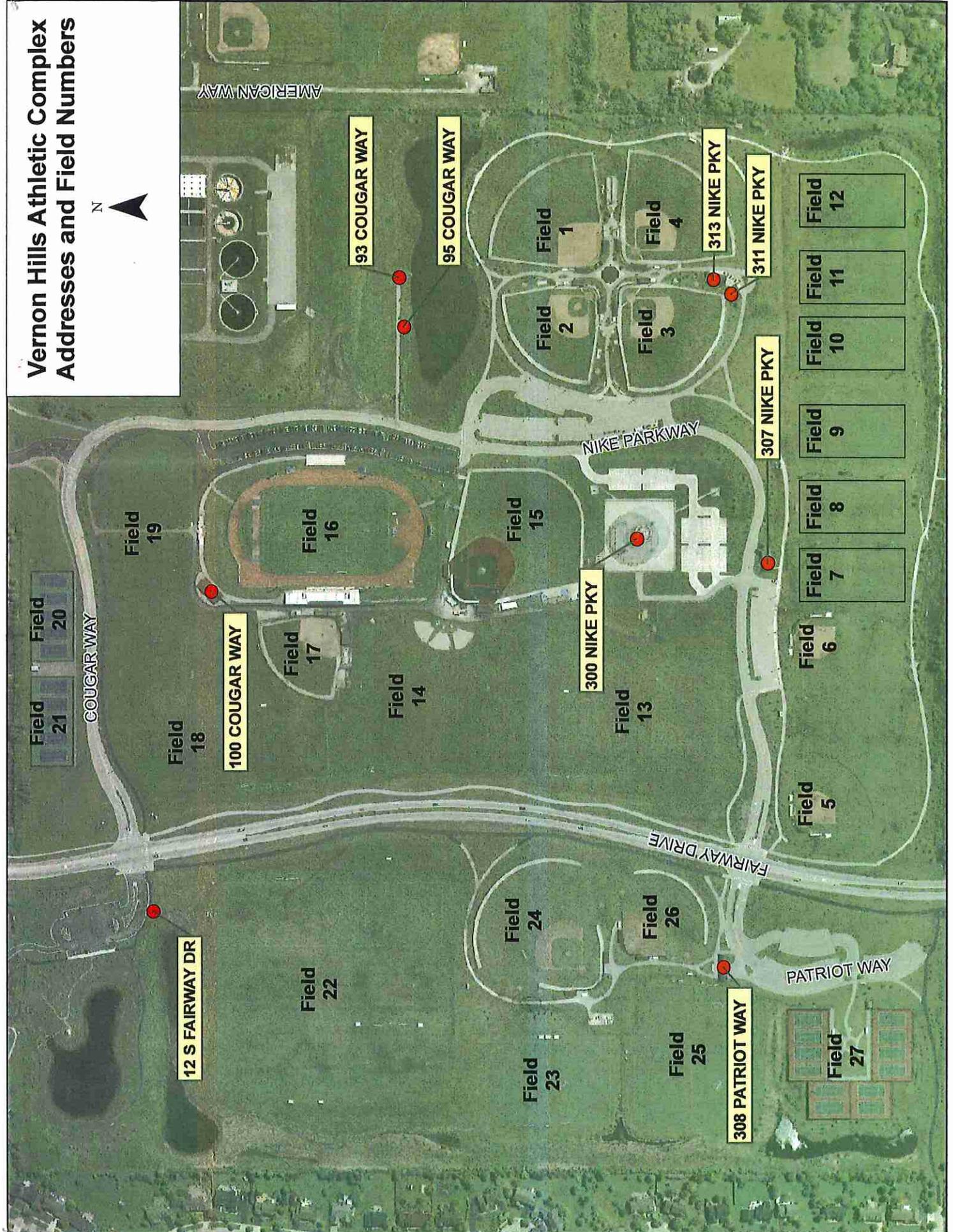
APPROVED: November 20, 2018

ATTEST: November 20, 2018



Mark Fleischhauer
Village Clerk

Vernon Hills Athletic Complex Addresses and Field Numbers



Field 21

COUGAR WAY

Field 19

Field 18

100 COUGAR WAY

Field 17

Field 22

12 S FAIRWAY DR

Field 14

Field 24

Field 23

Field 15

Field 2

Field 3

Field 4

Field 13

300 NIKE PKY

Field 26

Field 25

NIKE PARKWAY

93 COUGAR WAY

95 COUGAR WAY

313 NIKE PKY

311 NIKE PKY

307 NIKE PKY

308 PATRIOT WAY

Field 12

Field 11

Field 10

Field 9

Field 8

Field 7

Field 6

Field 5

PATRIOT WAY

Field 27