

PARK DISTRICT OF OAK PARK
RECREATIONAL ACTIVITIES AFFILIATION AGREEMENT
WITH THE OAK PARK FESTIVAL THEATRE
FOR USE OF AUSTIN GARDENS

The Park District of Oak Park owns a park known as Austin Gardens (the "Park"). The Oak Park Festival Theatre desires to use the Park for production and public performances of the following plays in the Summer 2015 which will have open rehearsals, programs and other events open to the residents of the Park District (the "Authorized Use"): Access to Austin Gardens will begin on Saturday, May 9, 2015 to begin the cleaning process and construction of the set. The first play, To Kill a Mockingbird, will have a preview on Thursday, June 11, a "Community Appreciation Night" preview on Friday, June 12, and a formal opening on Saturday, June 13. Performances will be Thursdays through Saturdays at 8:00pm and Sundays at 7:00pm (with additional performances on Wednesday, July 1 and Wednesday, July 15). The final closing performance will be on Saturday, July 18. There will be a four day "show turn-over" period between the two productions for the purpose of reconfiguring the set and lighting as well as technical rehearsals. The second play, Two Gentlemen of Verona, will have a preview on Thursday, July 23, a "Community Appreciation Night" preview on Friday July 24, and a formal opening on Saturday, July 25. Performances will be Thursdays through Saturdays 8:00pm and Sundays at 7:00pm (with an additional performance on Wednesday, August 19). The final closing performance will be on Saturday, August 22. For all shows, the Festival Theatre shall lock the north and east gates to the park no earlier than 30 minutes before the start of the show and all shows will end by 10:30pm at which time the gates will be opened. Additionally, a summer theatre camp will be hosted in the park from Monday, August 3 through Friday, August 7. Strike and removal of all equipment will take place on or by Friday, August 28, 2015. Periodically, understudy rehearsals will take place during the daytime hours and set repairs may be required. Notice will be given in advance when these activities take place.

This agreement is entered into between the Park District of Oak Park of Cook County, Illinois, recognized and existing under the Park District code of the State of Illinois (herein referred to as the "Park District" and the Oak Park Festival Theatre, an Illinois corporation (herein referred to as the "Festival Theatre").

Whereas, the Park District provides parks, recreation programs and facilities to the residents of Oak Park; and

Whereas, the Festival Theatre is one of many organized user groups of said parks and facilities; and

Whereas, the Park District of Oak Park owns, maintains and schedules all parks in Oak Park (the "Parks"); and

Whereas, the Festival Theatre desires to use the Park for its production and public performances of plays, which will have a run during the summer of 2015; and

Whereas, the Park District and the Festival Theatre are both committed to providing the residents of Oak Park with the opportunity to view Festival Theatre activities; and

Whereas, a written agreement to formally structure the responsibilities, requirements, privileges and expectations of both parties will enhance cooperation by reducing confusion; and

Now therefore, in consideration of the premises contained herein, it is agreed by the Park District and Festival Theatre that,

Section 1 Grant of License

The Park District hereby grants to the Festival Theatre a temporary license (the "License") for the purpose of allowing the Festival Theatre to conduct the Authorized Use. The License shall be for no other purpose.

Section 2 Term of License; Termination

The License shall be for a term commencing on April 1, 2015, and expiring on December 31, 2015. The Park District, at its discretion for good cause, may terminate the License at any time on seven days prior written notice by the Park District to the Festival Theatre. On termination of the License, all use of the Park by the Festival Theatre shall be discontinued immediately. The termination of the License shall not terminate the duties and responsibilities of the Festival Theatre to repair and restore damaged property, and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Recreational Activities Affiliation Agreement.

Section 3 Fee for Use of Park

For the 2015 season, there shall be no monetary fee required from the Festival Theatre for the use of the Park.

Section 4 Bond

For the 2015 season, there shall be no bond required from the Festival Theatre for use of the Park.

Section 5 Insurance

For the 2015 season, the Festival Theatre shall provide general liability insurance coverage for the Authorized Use.

Section 6 Mutual Activities and Services

A. Park District Services The Park District shall provide for the Festival Theatre:

- (i) Limited publicity in the form of organizational contact information in the Park District's seasonal program brochures and webpage; and
- (ii) Ability to advertise in the seasonal brochure at a discounted rate; and
- (iii) A grant in the amount of \$6,000 from the Austin Gardens Trust at the OPRF Community Foundation; and

- (iv) A representative from the Park District to participate in the curtain speech prior to each production's "Community Appreciation Night" performance (to take place on Friday, June 12 and Friday, July 24, respectively); and
- (v) Limited trash removal and utilities.

B. Festival Theatre Services The Festival Theatre shall keep and provide the following items for the Park District:

- (i) The Festival Theatre will submit yearly financial reports; written minutes of meetings; a copy of governing by-laws; and accident reports.
- (ii) The Festival Theatre will maintain its own financial accounts and will not incur any expense on behalf of the Park District.
- (iii) The Festival Theatre will provide access to the Park District of all of its books and accounts at all reasonable times.
- (iv) The Festival Theatre will provide volunteers to organize and operate its events, will assist in set-up and take-down of equipment, and will clean up the Park after events. Removal of all stages and equipment from Austin Gardens will be substantially complete by Sunday, August 23, 2015 and totally complete by 5:00pm by Friday, August 28, 2015.
- (v) At the request of the Park District, the Festival Theatre will require volunteers to complete, sign, and file volunteer application forms provided by the Park District.
- (vi) Upon request of the Park District the Festival Theatre will require that all donations greater than \$5,000 from donors named in the Festival Theatre Publication or publicity be approved by the Park District in advance of their acceptance.
- (vii) With notice, the Festival Theatre shall have one member of the Park District Board of Commissioners or one Park District staff member, as designated by the Park District, serve as a voting member of the Festival Theatre's governing board for the term of the Affiliation Agreement.
- (viii) Access to the Festival Theatre's events shall be open to all interested residents of the Village of Oak Park.
- (ix) The Festival Theatre acknowledges and agrees that it acts in an advisory capacity to the Park District and that the Park District has final authority on all matters related to policies, rules, regulations, and enforcement related to all Park District matters and within all Park District property. A reasonable effort will be made to enforce the Park District's no alcohol policy.

- (x) The Festival Theatre will provide a link on their website to the website of the Park District of Oak Park, and will recognize on their website and in all appropriate printed materials the grant from the Park District's Austin Gardens Trust and the sponsorship of the Park District. Further, the Festival Theatre will provide a full-page advertisement in their summer program book for the Park District of Oak Park and a half page advertisement in their summer program book for the Parks Foundation. Both organizations may promote their programs as they deem appropriate. The Park District and the Parks Foundation will adhere to production submission and graphic constraints established by the Festival Theatre.
- (xi) The Festival Theatre will provide notice of the scheduled times and dates of shows for the 2015 season to neighbors of the park and will make available tokens of appreciation such as coupons for the 2015 season to the neighbors of the park.
- (xii) The Festival Theatre will offer a "Community Appreciation Night" preview of each production (to take place on Friday, June 12 and Friday, July 24, respectively) as a community night which the public will be encouraged to attend free of charge.
- (xiii) The Festival Theatre will enable the Park District to display a table at each production's "Community Appreciation Night" preview performance (to take place on Friday, June 12 and Friday, July 24, respectively) in order to promote Park District programs and activities.
- (xiv) The Festival Theatre will provide a small discount to participants in the Park District of Oak Park Active Adult Membership. Members will be required to show membership card at box office when purchasing the tickets to receive the discount.
- (xv) The Festival Theatre will consult with the Park District of Oak Park prior to adding more performances or performance groups to the schedule.
- (xvi) The Festival Theatre will abide by the Rules and Regulations Governing uses of the Park and to direct all Festival Theatre participants and spectators to do the same.
- (xvii) Completion and submittal of the annual Affiliate Organization's Activity and Participation Report form.
- (xviii) Adherence to establishing and implementing a safety and risk management program for the benefit of Festival Theatre participants, volunteers and spectators. This program shall include a written safety policy, volunteer safety training and a written system for reporting accident or incidents. Moreover, the Park District will upon request be available to assist Festival Theatre with establishing the safety and risk management program.

- (xix) Compliance with the Americans with Disabilities Act (ADA) which was signed into law in July of 1990. This law mandates equal access to services, transportation, employment, communication and facilities for persons with disabilities. Festival Theatre must admit an individual with a disability who meets essential eligibility requirements by providing reasonable accommodations, as may be needed, to allow these individuals to participate in Festival Theatre activities. These accommodations may include providing adaptive equipment, additional volunteers, staff members, sign language interpreter and similar measures.

Section 7. Background Checks.

A. Background Checks Required for Viola Project Staff and Volunteers. All staff and volunteers that participate in the Viola Project (collectively "*Viola Project Staff*") must complete a Park District-approved background-check form (the "*Required Form*") and pass a criminal background check (a "*CBC*") before participating in any Summer Camp activity. The Required Form may be provided by the Park District, or by the Festival Theatre if that form is approved in advance by the Park District. The Festival Theatre must complete a CBC for each Viola Project Staff member not less often than once every two years. The Festival Theatre must:

- (1) keep a list of all Viola Project Staff;
- (2) include on that list the date or dates on which a CBC was completed for each Viola Project Staff member;
- (3) prohibit any Viola Project Staff member from participating in any Summer Camp until a CBC has been completed for that Viola Project Staff member; and
- (4) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized Festival Theatre representative, to the Park District stating that a CBC has been completed on all Viola Project Staff currently working in Summer Camp.

The failure of the Festival Theatre or the Viola Project to comply with the provisions of this Section 7 may disqualify the Festival Theatre and the Viola Project from running Summer Camp.

B. Park District Background Check System. The Festival Theatre may use the Park District's on-line volunteer background check process ("*Park District Process*") to satisfy its obligation to obtain Required Forms and perform CBCs for the Viola Project Staff. The provisions of this Subsection B apply if the Festival Theatre elects to use the Park District Process. Before a Viola Project Staff member may participate in any Summer Camp, that Viola Project Staff member must undergo a background check by filling out the volunteer background check form ("*Volunteer Background Form*") provided on the Park District's website at www.pdop.org. The Festival Theatre must:

- (1) keep a list of all Viola Project Staff;
- (2) direct all Viola Project Staff to complete the Volunteer Background Form;
- (3) prohibit any Viola Project Staff member from participating in any Summer Camp until that Viola Project Staff member has completed the Volunteer Background Form; and
- (4) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized Festival Theatre representative, to the Park District stating that all Viola Project Staff currently working in Summer Camp have completed the Volunteer Background Form.

The Park District will use the information provided on the Volunteer Background Form to conduct a thorough criminal background check and determine whether the Viola Project Staff member is qualified to participate in Summer Camp. The failure of any Viola Project Staff member to properly complete the Volunteer Background Form disqualifies that Viola Project Staff member from participating in any Summer Camp. The Volunteer Background Form must be completed by all Viola Project Staff not less often than once every two years.

Section 8 Environmental Considerations

The Park District of Oak Park believes the care and protection of our natural world is the responsibility of us all. The Park District requests that all Park District Affiliate Organizations adopt sound environmental practices. Simple steps may be taken including encouraging all participants to use reusable containers to reduce waste when possible and to take recyclable products home to dispose of properly. To reduce trash, keep our parks cleaner and increase environmental awareness and stewardship, the Park District has been working with our sports affiliates since 2009 to establish a Carry In/Carry Out Program. We simply ask participants and spectators to take out whatever trash they bring into the park. We encourage all of our park patrons to follow the Carry In/Carry Out Program. Please do your part to keep our parks clean.

Section 9 Notices

Notices and communications under this Recreational Activities Affiliation Agreement shall be in writing and shall be delivered personally; by overnight courier; by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or by facsimile. Facsimile notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and followed by delivery of actual notice on of the first three manners described above within three business days thereafter at the appropriate address set forth below. Notices shall be deemed received on the earlier of actual receipt, one business day if by an overnight courier, or three business days if by U.S. mail. Notices and communications shall be addressed to, and delivered at, the following addresses:

To the Park District:

Jan Arnold
Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

To the Festival Theatre:

Brad Bartels
Board President
Oak Park Festival Theatre
P.O. Box 4114
Oak Park, Illinois 60303


Section 9 Specific Terms of Agreement

This Recreational Activities Affiliation Agreement shall include the Specific Terms of Agreement attached hereto. Further, the Park District of Oak Park reserves the right to modify the schedule as it determines necessary throughout the season.

Section 10 Authority

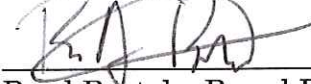
Each person signing this Recreational Activities Affiliation Agreement hereby covenants that he or she understands this Recreational Activities Affiliation Agreement, that he or she has the authority to execute this Agreement and to legally bind the party whom he or she represents.

PARK DISTRICT OF OAK PARK

By: 

Jessica Bullock, President

OAK PARK FESTIVAL THEATRE

By: 

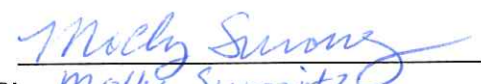
Brad Bartels, Board President

ATTEST:

By: 

Sandy Lentz,
Board Secretary

ATTEST:

By: 

Name: Molly Surwitz
Title: Secretary

Dated Feb 13, 2015

PARK DISTRICT OF OAK PARK
RECREATIONAL ACTIVITIES AFFILIATION AGREEMENT
SPECIFIC TERMS OF AGREEMENT

Paragraph 1. Retained Rights of Park District.

The Park District shall retain and have all rights to use and occupy the Park. However, the Park District shall not unreasonably interfere with the Guest Organization's use and occupancy of the Park in accordance with this Recreational Activities Affiliation Agreement.

Paragraph 2. Park and Property Restoration.

If the Park or any other property of the Park District is damaged in any way by activities related to the Authorized Use or by the Guest Organization or any agent or invitee of the Guest Organization, then the Guest Organization shall repair such damage and restore the damaged property to a condition at least as good as before the damage occurred. Such repair and restoration shall be completed within 30 days after the damage occurs. Repair and restoration shall include, at a minimum, (a) restoration of any and all fences, trails, paths, pavement, plantings, landscaping, or improvements that are damaged, (b) replacement of all sod damaged or removed with sod of like quality, and (c) the immediate removal and proper disposal of all waste generated by or in connection with the Authorized Use.

Paragraph 3. Bond.

If a bond is required by the Recreational Activities Affiliation Agreement, then the Guest Organization shall deposit with the Park District, prior to the commencement of the Authorized Use, a bond in the form and amount set forth in the Recreational Activities Affiliation Agreement (the "Bond") as a guarantee that the Guest Organization shall comply with all conditions of this Recreational Activities Affiliation Agreement, including without limitation repair and restoration of the Park and other property. The Park District shall refund the amount of the Bond to the Guest Organization after the Park District has determined that the Guest Organization has fulfilled all of its duties pursuant to this Recreational Activities Affiliation Agreement. If the District determines that the Guest Organization has failed to fulfill its duties to complete repair and restoration, then the Park District may deduct any amount necessary, including the entire amount of the Bond, to pay for repairs and restoration. If the costs to repair and restore damaged property exceeds the amount of the Bond, then the Guest Organization shall pay all such excess costs incurred by the Park District to reimburse the Park be liable for all costs, including attorney's fees and interest incurred by the Park District in the recovery of any such amount.

Paragraph 4. Conditions at Park.

If at any time during the term of this Recreational Activities Affiliation Agreement the Guest Organization becomes aware of any perceived hazard or danger on or near the Park, then the Guest Organization shall immediately inform the Park District of such hazard or danger. The Park District reserves the right to close the Park for use by the Guest Organization and the public at any time that the Park District becomes aware of a danger or hazard.

Paragraph 5. Alcohol.

The sale, distribution, possession, or use of alcohol within the Park by any person is strictly prohibited.

Paragraph 6. Supervision and Security.

The Guest Organization shall be solely responsible for the supervision of the Authorized Use. The Guest Organization shall be required to provide and bear the sole cost of any security deemed reasonably necessary by the Park District at any time. The Park District shall have no responsibility to supervise, perform, or provide security for any matter related to the Authorized Use.

Paragraph 7. Guest Organization Contractors.

If the Guest Organization hires or retains any contractor or agent (a "Guest Organization Contractor") in connection with the Authorized Use, then the acts and omissions of any Guest Organization Contractor (or any contractor or agent retained by a Guest Organization Contractor) shall be deemed to be the acts and omissions of the Guest Organization. The Park District shall have no liability for any contract or agreement created by the Guest Organization with any Guest Organization Contractor.

Paragraph 8. Indemnification, Waiver, and Insurance.

A. Indemnification of Park District. As a condition of the rights granted to it by this Recreational Activities Affiliation Agreement, the Guest Organization shall, through counsel approved by the Park District and to the fullest extent permitted by law, hold harmless, indemnify, and defend the Park District and its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or the use of the Park by the Guest Organization, its employees, agents, and invitees or the Guest Organization Contractors (the "Claims"), including without limitation Claims arising from the Park District's alleged negligence or fault, and litigation costs and attorneys' fees. The Guest Organization shall notify the Park District of any Claims or potential Claims against the Park District of which the Guest Organization becomes aware promptly and in no event more than 30 days after becoming aware of such Claims. The Guest Organization's obligations under this Paragraph shall be in addition to, and shall not be limited or waived by the availability or unavailability of, any insurance, including insurance provided by the Guest Organization or a contractor pursuant this Paragraph or insurance provided by the Park District.

B. General Waiver of Claims against Park District. As a condition of the rights granted to it by this Recreational Activities Affiliation Agreement, the Guest Organization shall waive, to the fullest extent permitted by law, any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages, or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or any use of the Park by the Guest Organization, its employees, agents, and invitees or the Guest Organization Contractor (the "Claims"), including without limitation Claims arising from the Park District's alleged negligence or fault, and litigation costs and attorneys' fees against the Park District.

C. Individual Waivers. The Guest Organization shall provide to the Park District individual waivers, on a form provided by the Park District, from each participant in each activity.

D. Insurance. If the Recreational Activities Affiliation Agreement requires the Guest Organization to provide insurance, then, contemporaneous with the Guest Organization's execution of this Recreational Activities Affiliation Agreement, the Guest Organization and any Guest Organization Contractor shall provide certificates and policies of insurance, with coverages and limits as set forth in Section 5 of the Recreational Activities Affiliation Agreement, including naming the District as an additional insured on all such policies. For good cause shown, the Park District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Park District may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the Park District. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Park District. The Guest Organization and every Guest Organization Contractor, at all times during the term of this Recreational Activities Affiliation Agreement, shall maintain and keep in force, at the Guest Organization's expense or the Guest Organization Contractor's expense, the insurance coverages provided above.

E. Reporting to Park District. The Guest Organization shall promptly report any incident causing injury to a person or damage to property to the District.

Paragraph 9. Compliance with Laws and Policies.

The Guest Organization shall use the Park only in compliance with all applicable federal, State of Illinois, Village of Oak Park, and Park District laws, statutes, ordinances, rules, regulations, and policies, including alcohol ban and use of foul language.

Paragraph 10. No Property Rights.

The Guest Organization acknowledges that the Park is the property of the District and that the Recreational Activities Affiliation Agreement creates contractual rights only and does not create an easement, a leasehold, or other real property rights. The Guest Organization further acknowledges that no prescriptive rights have arisen prior to the date of the Recreational Activities Affiliation Agreement nor shall any prescriptive rights be deemed to arise out of the Recreational Activities Affiliation Agreement.

Paragraph 11. Park District Assistance; Joint Relationship.

A. Park District Assistance. The Park District, in its discretion, may provide staff, financial, and other assistance to the Guest Organization, including such things, for example, as providing facilities and meeting rooms and naming the Guest Organization as an additional insured on a Park District insurance policy. The Park District is under no obligation to provide such assistance to the Guest Organization. Specific assistance to be provided by the Park District, if any, shall be included in the Recreational Activities Affiliation Agreement.

B. Joint Relationship. The Park District and the Guest Organization may have determined to engage jointly in mutually beneficial activities and services. All of those activities and services, if any, shall be included in the Recreational Activities Affiliation Agreement.

Paragraph 12. General Provisions.

A. Relationship of the Parties. Except only as specifically provided in the Recreational Activities Affiliation Agreement, nothing in, or done pursuant to, the Recreational Activities Affiliation Agreement shall be construed to create the relationship of principal and agent, employer and employee, partnership or joint venture between the District and the Guest Organization or any other entity.

B. Sexual Harassment Policy. The Guest Organization certifies that it has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105 (A) (4).

C. Non-Discrimination. In all hiring or employment by the Guest Organization pursuant to the Recreational Activities Affiliation Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Guest Organization agrees that no person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by, or resulting from, this Recreational Activities Affiliation Agreement.

D. No Obligation. The Parties acknowledge and agree that the Park District is under no obligation under the Recreational Activities Affiliation Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Guest Organization.

E. Amendment. No amendment, modification, addition, deletion, revision, alteration, or other change to the Recreational Activities Affiliation Agreement shall be effective unless and until such change is reduced to writing and approved by the necessary authorities and representatives of the Park District and the Guest Organization.

F. Governing Laws. The Recreational Activities Affiliation Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Entire Agreement. The Recreational Activities Affiliation Agreement and these Specific Terms of Agreement constitute the entire agreement between the parties and supersede any and all

previous or contemporaneous oral or written agreements and negotiations between the Park District and the Guest Organization.

H. Waiver. No waiver of any provision of the Recreational Activities Affiliation Agreement shall be deemed to or constitute a waiver of any other provision of the Recreational Activities Affiliation Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in the Recreational Activities Affiliation Agreement.

I. Assignment. The Guest Organization may not assign its rights or delegate its duties under the Recreational Activities Affiliation Agreement without the prior express written consent of the Park District.

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