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VILLAGE BOARD

October 28, 2016

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825 West State Street
Geneva, Illinois 60134

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Re: October 26, 2016 FOIA Request

Village Clerk

Rita Pardo-Trujillo

Dear Mr. Haiduk:

I am pleased to help you with your October 26, 2016 Freedom of Information Act ("FOIA"). Your request was received by the Village of Bensenville on October 26, 2016. You requested copies of the items indicated below:

"Copies of any and all contracts for ice time or use of ice at The Edge Ice Arena, 735 E. Jefferson St., Bensenville, IL."

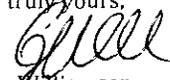
After a search of Village files, the following documents are enclosed to fulfill your request:

- 1) Ice Arena and Facility Usage License with the Chicago Blues Hockey Association. (18 pgs.)
- 2) Ice Arena and Facility Usage License with St. Patrick High School Hockey Club. (17 pgs.)
- 3) Ice Arena and Facility Usage License with AWFM, Inc. (15 pgs.)
- 4) Ice Arena and Facility Usage License with Wagon Wheel Figure Skating Club. (17 pgs.)
- 5) Ice Arena and Facility Usage License with the Fenwick High School Hockey Club. (18 pgs.)
- 6) Ice Arena and Facility Usage License with 200 X 85, LLC. (17 pgs.)
- 7) Ice Arena and Facility Usage License with Robert Morris College. (14 pgs.)
- 8) Ice Arena and Facility Usage License with the Elmhurst Chiefs Hockey Club. (17 pgs.)
- 9) Ice Arena and Facility Usage License with My Hockey Tournaments, Inc. (11 pgs.)
- 10) Ice Arena and Facility Usage License with the Chicago Mission AAA Hockey Club. (14 pgs.)
- 11) Ice Arena and Facility Usage License Adult Hockey Federation, Ltd. (16 pgs.)

These are all of the documents that can be discovered responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 23rd day of April by and between the Village of Bensenville ("Licensor," "Village") and the Chicago Blues Hockey Association, an Illinois not-for-profit corporation ("Licensee") (Licensee and Licensor collectively referred to as the "Parties"), for the purposes of licensing use of the Village of Bensenville-Edge Ice Arenas ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Licensee and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on September 1, 2013, and shall continue for a period of four (4) years (the "Term") until August 31, 2017. Thereafter, the License will

automatically renew for successive twelve (12)-month periods, unless either party provides written notice of termination. Such notice must be provided not less than one hundred twenty days (120) days before the expiration date of the initial term or the then current renewal term. The Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal for the duration of the renewal term.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase a minimum of 1,300 hours of ice time annually (Minimum Annual Purchase Requirement) from Licensor pursuant to the schedule set forth in Exhibit "C," attached hereto, which may be modified from time to time to accommodate scheduling of Licensor's hockey directors, provided any modified schedule is reasonably consistent with Exhibit "C" in terms of percentage allocation of daily times and specified rinks used to schedule Licensee's ice time.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in Exhibit "C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena. Preempted Ice includes ice used for certain tournaments periodic tournaments, including, but not limited to, Nike Bauer, Martin Luther King Day, and President's Day tournaments. All scheduled ice time set forth in Exhibit "C" lost to Preempted Ice shall reduce the Annual Minimum Purchase Requirement by an equal amount, if said ice time cannot be exchanged.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in Exhibit "C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing of the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of \$391.40 per hour for the first year of the term. Thereafter, for each subsequent year of the License, the hourly rate shall be increased by three percent (3%) of the rate for the preceding year. Any ice time hours purchased by Licensee over and above the Minimum Annual Purchase Requirement shall be payable at the same rate. All services provided by Licensor with these hourly ice rates include facilities usage, a minimum of two (2) qualified professional hockey directors, player evaluations, coach seminars, and qualified off-ice conditioning and training
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against only the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.
- g. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the ice, without notice, until all past due debts have been satisfied.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in Exhibit "B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - USA Hockey
 - Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as

set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.

- k. Licensee shall execute the written release and waiver of liability attached hereto as Exhibit "A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall hire (with the assistance of the hockey directors), compensate, and be responsible for the certification and screening of all of Licensee's bench and other coaches. Licensee shall have the sole power, duty, and authority to hire and terminate such coaches.
- m. Annual coaching/director lineup shall be mutually agreed upon by the Licensor's hockey directors and the Licensee's coaching committee.
- n. Licensee shall have the right to assign duties to the hockey directors provided that such duties are reasonably consistent with the duties assigned to hockey directors of other Tier II travel hockey clubs in the Chicago metropolitan area.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, team rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in Exhibit "C."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in Exhibit "C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide Licensee with Todd Finner and Jeff Jones as USA certified and screened hockey directors. Licensor shall be responsible for the hiring and/or employment of the hockey directors, and shall further be responsible for any fees associated with the registration and screening of such hockey directors. In the event that Todd Finner and/or Jeff Jones are terminated during the term of this License, or are otherwise unavailable to serve as hockey director, Licensor shall provide a replacement hockey director of the like skill, experience, and reputation, which replacement hockey director must be USA Hockey certified and screened. Licensee shall have the right to approve the placement of any replacement hockey director, which approval shall not be unreasonably withheld. Licensee shall be entitled to a reasonable deduction from the hourly rate payable to Licensor for ice time for any period of time that Licensor provides less than two (2) USA Hockey certified and screened hockey directors.
- e. Licensor hockey directors shall provide Licensee with an off-ice conditioning program, including access to certain common areas of the Arena and Redmond Park facilities (specifically including the weight room, the Jefferson Street gymnastics center, and the John Street Aquatic Center), as schedule allows. Licensor hockey directors and/or bench coaches shall provide Licensee with individual player evaluations.

- f. Licensor shall maintain and provide all necessary documentation and proof of registration, screening and eligibility of hockey directors upon request of Licensee.
- g. Licensor's hockey directors shall be in good standing, registered and abide by the current rules, regulations and policies of the Licensee and:
 - USA Hockey
 - Amateur Hockey Association of Illinois
- h. Licensor shall notify Licensee of any material breach of this License, including, but not limited to, failure of hockey directors to abide by the current rules and regulations as set forth in paragraph 8.h. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.
- i. Neither Licensor, nor any hockey director employed by Licensor, shall have the authority to grant any player a fee discount, fee waiver, or "scholarship." In the event of any such fee discount, fee waiver, or "scholarship," Licensee shall receive a credit toward amounts due Licensor in an amount equal to any fees lost to Licensee as a result of the fee discount, fee waiver, or "scholarship."
- j. Hockey directors employed by Licensor shall use best efforts to enforce any financial suspension imposed by Licensee for any assigned teams' player that is delinquent in paying its fees by not allowing that player to participate in any team activities including, but not limited to, practices and games. Failure to enforce Licensee imposed financial suspensions shall be deemed a "scholarship" and Licensee shall receive a credit toward amounts due Licensor.
- k. Neither Licensor nor any hockey director employed by Licensor shall have the authority to "cut" any paying player from the program without approval of the Licensee.
- l. Licensee shall have the right to demand the replacement of a hockey director "for good cause," in which case Licensor shall provide a replacement hockey director as provided in paragraph (8)(d), above. A hockey director may be replaced "for good cause" upon any of the following events or conditions: (i) gross or repeated neglect of duties as hockey director; (ii) the failure or inability to perform the duties assigned to him because of the use of intoxicants or narcotics; (iii) criminal indictment for a felony; (iv) an act of dishonesty or moral turpitude detrimental to the best interests of Licensee; (v) the failure or inability to perform the duties assigned to him due to a physical or mental disability; and/or (vi) gross or repeated failure to comply with the rules and regulations of USA Hockey, AHA, or any similar governing body.

9. Licensor / Licensee Communications.

Licensor shall designate a duly authorized employee or officer to meet with a Licensee-designated committee once per month at a time to be determined by both parties. These meetings shall be for the purpose of addressing all issues relating to Licensee's use of the facilities and/or this License Agreement, including, but not limited to, (i) the hiring, conduct, and performance of hockey directors; (ii) the scheduling of ice and use of the facilities; (iii) the

planning, development, and implementation of hockey programs; and (iv) marketing of Licensor's and Licensee's hockey programs.

10. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

11. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

12. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

13. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.

- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

14. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

15. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

16. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.

- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions contained in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License

17. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:

Village of Bensenville
Attn: Michael Cassady, Village Manager
12 South Center Street
Bensenville, Illinois 60106
mcassady@besnerville.il.us

and

Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681-1000 (phone)
(630) 681-1020 (fax)
marydickson@bond-dickson.com

ii. For Licensee:

Pat Hogan
Chicago Blues Hockey Association
15 W 455 Fillmore Court
Elmhurst, IL 60126
path127@aol.com

and

Scott M. Levin
Howard & Howard Attorneys PLLC
200 S. Michigan Avenue, Suite 1100
Chicago, IL 60604
(312) 456-3418 (phone)
(312) 939-5617 (fax)
SML@h2law.com

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: 
Village President

Attest: 
Village Clerk

CHICAGO BLUES HOCKEY
ASSOCIATION

By: 

Its President

Attest: 
Secretary
WITNESS

EXHIBIT "A"
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. **Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the CHICAGO BLUES HOCKEY ASSOCIATION, an Illinois Corporation (hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. **Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.
- III. **Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. **Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

A-1
EXHIBIT "B"

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Olympia) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. *E.g.*, if a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
AHAJ Meeting Rooms Maximum occupancy of 30 people per room	\$150/day	<input type="checkbox"/>
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

B-3

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT "C"

ICE TIME/SCHEDULE

[Attach schedule]

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, from September 1st through and including the first Sunday in March, specifically excluding Thanksgiving Day and the three days following such day, December 24 – January 1, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season.

Monday

5:30 – 6:30 pm Jefferson West
6:40 – 8:10 pm Jefferson West
7:50 – 8:50 pm Jefferson West
5:20 – 6:20 pm Jefferson East
6:30 – 7:30 pm Jefferson East
5:00 – 6:00 pm John Street

Tuesday

6:50 – 7:50 pm Jefferson East
8:00 – 9:00 pm Jefferson East
9:10 – 10:20 pm Jefferson East
5:10 – 6:10 pm Jefferson East
6:20 – 7:20 pm Jefferson East
6:05 – 7:05 pm John Street

Wednesday

5:10 – 6:10 pm Jefferson East
6:20 – 7:50 pm Jefferson East
8:00 – 9:00 pm Jefferson East
5:30 – 6:30 pm John Street

Thursday

6:50 – 7:50 pm Jefferson West
5:10 – 6:40 pm Jefferson East
6:50 – 7:50 pm Jefferson East
8:00 – 9:00 pm Jefferson East
9:10 – 10:20 pm Jefferson East

Friday

5:20 – 6:20 pm Jefferson East
5:00 – 6:30 pm John Street
6:40 – 7:40 pm John Street
7:50 – 8:50 pm John Street

Saturday

9:00 – 10:00 am Jefferson West
10:10 – 11:10 am Jefferson West
11:20 – 12:30 pm Jefferson West
1:00 – 2:20 pm Jefferson East
2:30 – 3:50 pm Jefferson East
4:00 – 5:30 pm Jefferson East
5:40 – 7:20 pm Jefferson East
7:05 – 8:55 pm John Street

Sunday

9:00 – 10:00 am Jefferson West
10:10 – 11:30 am Jefferson West
11:40 – 1:10 pm Jefferson West
1:20 – 2:50 pm Jefferson West
1:40 – 2:50 pm Jefferson East
3:00 – 4:00 pm Jefferson East
4:10 – 5:10 pm Jefferson East
5:20 – 6:20 pm Jefferson East

C-1

B. Spring Ice Slots

In each Annual Operating Year, from the period beginning April 1st through and including May 31th, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season.

Monday

5:30 – 6:30 pm Jefferson East
6:40 – 7:40 pm Jefferson East
7:50 – 8:50 pm Jefferson East
9:00 – 10:15 pm Jefferson East
9:00 – 10:15 pm John Street

Tuesday

None

Wednesday

5:20 – 6:20 pm Jefferson East
5:30 – 6:30 pm Jefferson West
6:40 – 7:40 pm Jefferson West
7:50 – 8:50 pm Jefferson West
9:00 – 10:00 pm Jefferson West

Thursday

5:45 – 6:45 pm John Street
6:55 – 7:55 pm John Street
8:05 – 9:05 pm John Street

Friday

None

Saturday

8:00 – 9:00 am Jefferson West
9:10 – 10:10 am Jefferson West
10:20 – 11:20 am Jefferson West
11:30 – 12:30 pm Jefferson West
12:40 – 1:40 pm Jefferson West
1:50 – 2:50 pm Jefferson West
3:00 – 4:00 pm Jefferson West

Sunday

None

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 23rd day of August, 2016, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and the St. Patrick High School Hockey Club, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to the St. Patrick High School Hockey Club (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on August 15, 2016 and shall continue for a period of one (1) year (the "Term") until August 14, 2017. If agreement remains unsigned beyond August 26, 2016, then such agreement shall be deemed null and void. In no event shall the Term exceed one year.

TC

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of three hundred ninety dollars (\$390.00) per hour for all times up to and including March 31st and two hundred fifty dollars (\$250.00) per hour for all times after March 31, 2016 and before August 15, 2017.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.

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- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licenser hereby reserves the right to cancel any future commitments made by Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licenser on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licenser, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licenser shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licenser hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licenser reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licenser's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licenser the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licenser.
- f. Licensee shall notify Licenser of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.

TC

- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - USA Hockey
 - Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

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9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

TC

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in its full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.

TC

- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions contained in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

TC

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Todd Finner, Director
735 E. Jefferson Street
Bensenville, Illinois 60106
(630) 670 - 3395
tfinner@bensenville.il.us

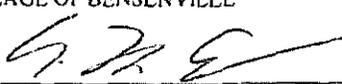
and

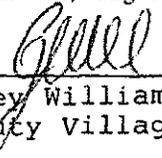
Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681 - 1020 (Fax)
marydickson@bond-dickson.com

ii. For Licensee:
St. Patrick High School Hockey Club
Attention: Tom Cotter
5900 W. Belmont
Chicago, IL 60634
(708) 890 - 4890
hockey@stpatrick.org

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: 
Evan Summers, Village Manager

Attest: 
Corey Williamsen
Deputy Village Clerk

LESSEE

By: 

Its Saint Patrick High School
Hockey Club

TC

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. **Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the St. Patrick High School Hockey Club, (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. **Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.
- III. **Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. **Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

TC

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

TC

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

TC

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

TC

EXHIBIT C

ICE TIME SCHEDULE

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing the specified ice slots listed below as well as additional ice slots to be added throughout the operating agreement.

Day	Date	Start	End	Rink
Tuesday	8/16/16	10:00P	11:00P	John Street
Saturday	8/20/16	6:10P	7:40P	East Rink
Tuesday	8/23/16	10:00P	11:00P	John Street
Saturday	8/27/16	6:10P	7:40P	East Rink
Tuesday	8/30/16	10:00P	11:00P	John Street
Sunday	9/4/16	11:30A	1:00P	West Rink
Tuesday	9/6/16	10:00P	11:00P	John Street
Tuesday	9/13/16	10:00P	11:00P	John Street
Saturday	9/17/16	6:10P	7:40P	East Rink
Tuesday	9/20/16	10:00P	11:00P	John Street
Saturday	9/24/16	6:10P	7:40P	East Rink
Tuesday	9/27/16	10:00P	11:00P	John Street
Tuesday	10/4/16	10:00P	11:00P	John Street
Saturday	10/8/16	6:10P	7:40P	East Rink
Tuesday	10/11/16	10:00P	11:00P	John Street
Saturday	10/15/16	6:10P	7:40P	East Rink
Tuesday	10/18/16	10:00P	11:00P	John Street
Saturday	10/22/16	6:10P	7:40P	East Rink
Tuesday	10/25/16	10:00P	11:00P	John Street
Saturday	10/29/16	6:10P	7:40P	East Rink
Tuesday	11/1/16	10:00P	11:00P	John Street
Tuesday	11/8/16	10:00P	11:00P	John Street
Tuesday	11/15/16	10:00P	11:00P	John Street
Saturday	11/19/16	6:10P	7:40P	East Rink
Tuesday	11/22/16	10:00P	11:00P	John Street
Tuesday	11/29/16	10:00P	11:00P	John Street
Saturday	12/3/16	6:10P	7:40P	East Rink
Tuesday	12/6/16	10:00P	11:00P	John Street
Saturday	12/10/16	6:10P	7:40P	East Rink
Tuesday	12/13/16	10:00P	11:00P	John Street
Saturday	12/17/16	6:10P	7:40P	East Rink
Tuesday	12/20/16	10:00P	11:00P	John Street

TC

Tuesday	1/3/17	10:00P	11:00P	John Street
Saturday	1/7/17	6:10P	7:40P	East Rink
Tuesday	1/10/17	10:00P	11:00P	John Street
Tuesday	1/17/17	10:00P	11:00P	John Street
Saturday	1/21/17	6:10P	7:40P	East Rink
Tuesday	1/24/17	10:00P	11:00P	John Street
Saturday	1/28/17	6:10P	7:40P	East Rink
Tuesday	1/31/17	10:00P	11:00P	John Street
Tuesday	2/7/17	10:00P	11:00P	John Street
Saturday	2/11/17	6:10P	7:40P	East Rink
Tuesday	2/14/17	10:00P	11:00P	John Street
Saturday	2/18/17	8:30P	10:00P	John Street
Tuesday	2/21/17	10:00P	11:00P	John Street
Saturday	2/25/17	8:20P	9:50P	East Rink
Tuesday	2/28/17	10:00P	11:00P	John Street

TC

Exhibit D
Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge on one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage depc. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

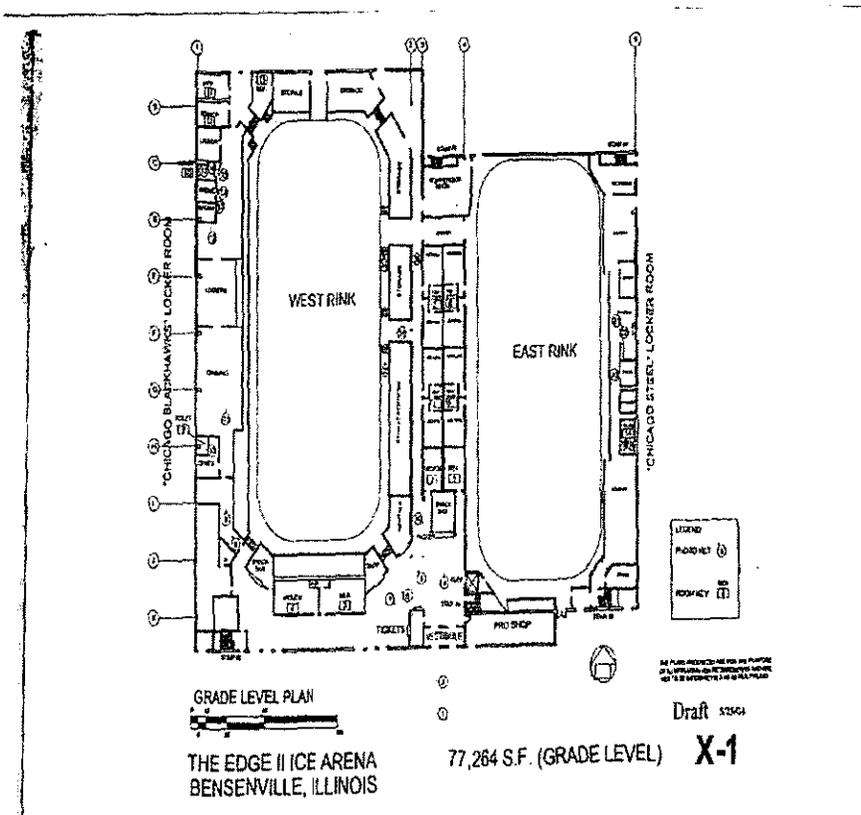
Rental Facility	Cost	Please check if required
AHA! Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	
Internet Needs Please specify all internet requirements.		
Electrical Requirements Please specify all electrical requirements.		
Microphone Please specify if you will require the use of a microphone.		

**Please list each vendor name and products to be sold in space below:

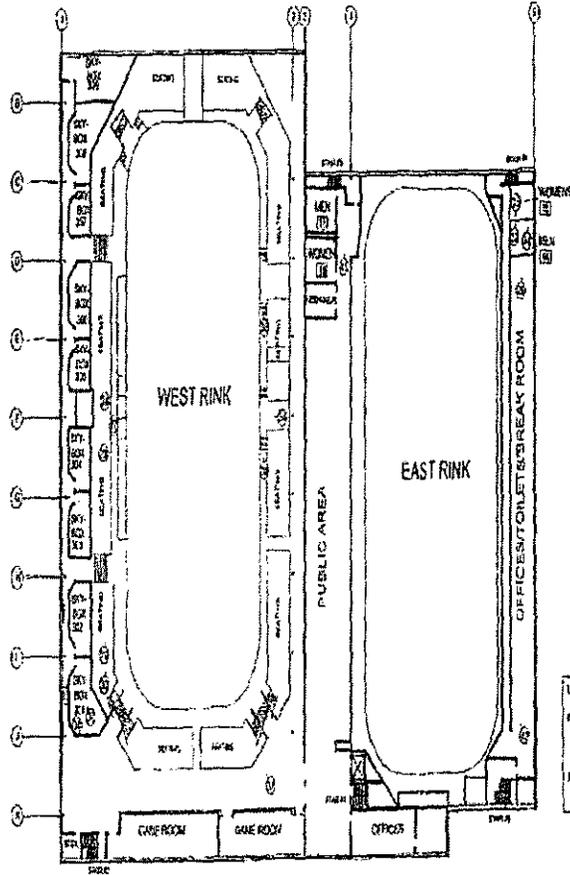
TC

Exhibit E

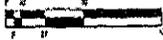
Vendor Space Designations (Please indicate your desired location)



TC



UPPER LEVEL PLAN



ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED



THE EDGE II ICE ARENA
 BENSENVILLE, ILLINOIS

Draft 03/2004

X-2

TC

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 14th day of July, 2016, by and between the VILLAGE OF BENSENVILLE ("Licensor") and AWFM, Inc. otherwise known as the Renegades Hockey Club, an Illinois Corporation, ("Licensee") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS (ARENA).

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates ice rinks located at 545 John Street, Bensenville, Illinois (commonly known as EDGE ON JOHN and 735 East Jefferson Street, Bensenville, Illinois (commonly known as EDGE ON JEFFERSON). For the general purposes of this License, EDGE ON JOHN and EDGE ON JEFFERSON shall be referred to collectively as the "ARENA," unless referenced otherwise.
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the ARENA.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Renegades Hockey Club, an Illinois Corporation, and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is therefore subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, other License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this license is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators.

II. LICENSE

NOW, THEREFORE, in consideration of the recitals and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term.

- a. The Term of this License shall commence on August 15, 2016, and shall continue for a period of one (1) years (the "Term") until August 14, 2017. If agreement remains unsigned beyond July 22, 2016 then such agreement shall be deemed null and void. In no event shall the Term exceed one year.

2. Usage.

- a. **Ice Time.** In each Annual Operating Year, which is hereby defined as the time period from September 1st through August 31st of the following year, Licensee shall purchase ice time from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.

- b. **Exchange of Ice time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other ice time. Such exchanges are subject to the approval of the Licensor at Licensor's sole discretion. All exchanges must be approved in writing two weeks (2) weeks prior to the earlier of ice times.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License applies only during the ice time set forth in "Exhibit C" or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.
- f. This License authorizes designated Licensee teams.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon a rate of \$371.32 per hour plus a five percent (5%) Village of Bensenville Amusement Tax.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A \$50.00 fee will be charged for all checks that are dishonored. All unpaid sums resulting from an insufficient funds check shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. Upon Licensee's failure to pay any sums due hereunder as required by any part herein, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a 7 day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- e. If the Licensee fails to pay any sums within 60 days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement.
- f. Also upon Licensee's failure to pay any sums due by the first day of the month following the invoice date, Licensor reserves the right to turn off all rink lights to ensure that Licensee will not be able to take the ice.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes which may be assessed by Licensor on Licensee's activities at the Arena.
- b. Specifically, Licensee shall collect, serve as trustee for, and pay to the Village, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II., paragraph 4. subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.
- c. Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon written or verbal notice, to preempt Licensee's use of the Arena or Locker Rooms. Licensor shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensor, issue refunds or credits in lieu of said ice time.
- d. Licensor reserves the right to excuse any individual or group from the Premises for bringing any form of outside food, beverage or alcohol without receiving and presenting prior written approval from Edge Ice Arenas management.
- e. Licensor reserves the right to excuse any individual or group from the Premises for occupying any area of the facility that is not deemed a "common" area without prior written and presentable approval from Edge Ice Arenas management. These areas include but are not limited to the Olympia tunnel, compressor room, cleaning supplies room, food and beverage stock room, skyboxes, lower management offices, all supply and storage rooms, AHAI offices, ballet room, Steel locker room and Robert Morris University locker rooms.
- f. In the event that Licensee does not immediately clear the ice upon expiration of scheduled time slot, Licensor reserves the right to invoice Licensee a minimum ten minute time charge every time that slot is delayed by a multiple of ten or less minutes. For example, if a practice or game is not halted immediately when driver opens the doors and if the following group starts one minute late, Licensee shall be charged for an additional ten minutes. If the following group takes the ice eleven minutes behind schedule, then Licensee shall be charged for 20 additional minutes.
- g. Licensor reserves the right to eject any individual person or group for bringing any kick ball, soccer ball, hackey sack, volleyball or any other similar ball or object into any common area of the rink for any purpose whatsoever, including team stretches, warm-ups, off-ice sessions and plyometrics.
- h. Licensor reserves the right to eject any individual or group for using hockey sticks to shoot, dribble, puck handle, or play games in any area of the facility whatsoever, other than the ice surface itself.

7. Duties of Licensee.

- a. Licensee shall provide for the supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the rules and regulations set forth in "Exhibit B" attached hereto, and all other and further rules and regulations posted in the Arena. Licensee shall execute the Locker Room Contract attached hereto as part of "Exhibit B." Licensee shall transmit all executed Locker Room Contracts to licensor within a reasonable time after they have been executed.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.

- g. Licensee shall address all concerns as they relate to the condition of the ice with the manager on duty and not with the driver of the ice resurfacing machine.
- h. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for Licensee's activities.
- i. Licensee shall clear ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open. Licensee acknowledges that Licensor and its operators require a minimum of ten full minutes to safely and effectively resurface the ice to the highest possible standards. Violation of this ten minute stipulation shall result in actions outlined in paragraph 6, section (f).
- j. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - USA Hockey
 - Amateur Hockey Association of Illinois
- k. Licensor shall notify Licensee of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee 30 days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- l. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, two team locker rooms, a maximum of 4 nets and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C."
- b. Licensor shall provide one ice resurfacing per hour specific to the ice times listed in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, placement of all nets and boards, maintenance of lighting and ice surfaces, heating, and cleaning of locker rooms.
- d. Licensor shall provide Licensee with access to certain common areas of the Arena and Redmond Park facilities (specifically including the weight room), as schedule allows.

9. Assumption of Risk. Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.

- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any casualty, event, happening, or thing beyond the reasonable control of either party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said casualty, event, happening, or thing is remedied.

14. Arena

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.

- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. **Miscellaneous**

- a. **No assignment.** This License may not be assigned by Licensee without Licensor's prior written consent.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and this License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice

a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail in .pdf file format as follows:

i. For Licensor:

Village of Bensenville
Attn: Todd Finner
735 East Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us
(630) 594-1103 (Fax)

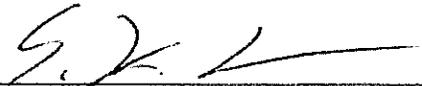
ii. For Licensee:

Renegades Hockey Club
AWFM, Inc.
Attn: Amy Newling
231 Nordic Road
Bloomington, IL 60108
renegadeshockey@yahoo.com
(630) 710 - 0105

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF BENSENVILLE

Renegades Hockey Club

By: 
Evan Summers, Village Manager

By: 

Its President 8/1/10

Attest: 
Corey Williamsen, Deputy Village Clerk

Attest: _____

EXHIBIT A

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. Assumption of risk. I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and RENEGADES HOCKEY CLUB, an Illinois Corporation.** I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.

II. Release and waiver of claims agreement. In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of RENEGADES HOCKEY CLUB, at the Arena.** Further, I hereby release the **VILLAGE OF BENSENVILLE** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the **VILLAGE OF BENSENVILLE** and **RENEGADES HOCKEY CLUB**, due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE**.

III. Binding effect of this agreement. In the event of my death or incapacity, this agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.

IV. Entire agreement. This agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

signature of participant

signature of parent or guardian if participant is a minor

date

EXHIBIT B

THE EDGE ICE ARENA LOCKER ROOM SIGN OUT SHEET

LOCKER ROOM _____ RINK _____

ATTENTION ALL TEAMS REPRESENTATIVES

All information requested below is required to check out keys.

Refusal to supply required information will result in this facility denying issuance of locker room to your team.

**** Please note existing damage will be listed on the back side of the this form along with a list of damage charges****

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced.

- ❖ No food or sports drinks allowed in the lockers rooms **WATER ONLY IS ALLOWED.**
- ❖ Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas, and particularly the locker room and hallways.
- ❖ Chewing tobacco is not allowed in the arena- Violation will result in immediate ejection from the facility.
- ❖ All trash must be picked up in the locker room before this form is deemed ACCEPTABLE.
- ❖ MUST BE 18 or older and present a valid driver's license to obtain a locker room key.
- ❖ Players and/ or team that bang sticks on the all and floors and walls as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. **PLEASE INFORM THE TEAM MEMBERS.**

I agree to accept full responsibility for the cleanliness and the damages that may occur during the listed teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The locker room must be clean and free from any acts of vandalism upon inspection.

Date: _____ Ice Time: _____ Team: _____ Organization: _____
Printed Name: _____ Signature: _____ Phone Number () _____
Employee Use only: Issued By: _____ Inspected By: _____ ACCEPTABLE OR NOT ACCEPTABLE

Date: _____ Ice Time: _____ Team: _____ Organization: _____
Printed Name: _____ Signature: _____ Phone Number () _____
Employee Use only: Issued By: _____ Inspected By: _____ ACCEPTABLE OR NOT ACCEPTABLE-

Date: _____ Ice Time: _____ Team: _____ Organization: _____
Printed Name: _____ Signature: _____ Phone Number () _____
Employee Use only: Issued By: _____ Inspected By: _____ ACCEPTABLE OR NOT ACCEPTABLE

Date: _____ Ice Time: _____ Team: _____ Organization: _____

EXISTING DAMAGES AND PRICE LIST FOR NEW DAMAGES

Your team will be held liable for all damages to locker rooms that occurred in the contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all new damages. * **PRICE LIST DOES NOT REFLECT LABOR COSTS AND ARE SUBJECT TO CHANGE.** On the left side of the sheet you will notice a check list notating existing damages to the locker room.

EXISTING DAMAGE	DAMAGES	PRICE LIST *
	Paint touch up	\$ 100.00
	Damaged Bench	\$ 250.00
	Keys	\$ 10.00
	Locks	\$ 150.00
	Showerhead	\$ 50.00
	Outlet	\$ 60.00
	Outlet Cover	\$ 30.00
	Light Cover	\$ 100.00
	Light Fixture	\$ 100.00
	Light Sensor Switch	\$ 100.00
	Thermostat	\$ 700.00
	Toilet	\$ 900.00
	Sink	\$ 550.00
	Toilet Partition	\$ 500.00
	Shower Partition	\$ 500.00
	Emergency Lights	\$ 600.00
	Coat Hooks	\$ 300.00
	Damaged Ceilings	\$ 1,000.00
	Damaged Doors	\$ 1,000.00
	Room Deodorizer	\$ 250.00

EXHIBIT B-1

ADDITIONAL LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.

2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.
9. For the protection of all customers, all video and audio electronic recording devices are prohibited from all locker rooms within the facility.
10. Alcohol and tobacco is strictly prohibited from all locations within the facility, specifically including locker rooms.

Exhibit B - 2

Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	<input type="checkbox"/>
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>
Internet Needs Do you need a hotspot for dedicated a wireless signal		<input type="checkbox"/>
Electrical Requirements Please specify all electrical requirements.		<input type="checkbox"/>
Microphone Please specify if you will require the use of a microphone.		<input type="checkbox"/>
Check In Tables Please specify the number of tables required and location desired.		<input type="checkbox"/>

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots

In each Annual Operating Year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, from the start of the 1st week in September through and including the end of the final week in February, specifically excluding:

- The ACHA Showcase (November 13 – 15)
- Thanksgiving Day and the three days following
- December 24 – January 1
- Blackhawk Cup State Playoffs (2/25 and later)

Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule as well as any additional ice requested by club administrators:

Monday

10:00 pm – 11:00 pm Jefferson East

Thursday

9:50 – 10:50 pm John Street

Sunday

6:20 – 7:50 pm John Street

Detailed Ice Schedule:

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Rink</u>
Sun	8/28/2016	6:20P	7:50P	John Street
Mon	8/29/2016	8:50P	9:50P	East Rink
Thu	9/1/2016	9:20P	10:20P	John Street
Sun	9/4/2016	6:20P	7:50P	John Street
Mon	9/5/2016	8:00P	9:00P	West Rink
Thu	9/8/2016	9:50P	10:50P	John Street
Sun	9/11/2016	6:20P	7:50P	John Street
Mon	9/12/2016	10:00P	11:00P	East Rink
Thu	9/15/2016	9:50P	10:50P	John Street
Sun	9/18/2016	6:20P	7:50P	John Street
Mon	9/19/2016	10:00P	11:00P	East Rink
Thu	9/22/2016	9:50P	10:50P	John Street
Sun	9/25/2016	6:20P	7:50P	John Street
Mon	9/26/2016	10:00P	11:00P	East Rink
Thu	9/29/2016	9:50P	10:50P	John Street
Sun	10/2/2016	6:20P	7:50P	John Street
Mon	10/3/2016	10:00P	11:00P	East Rink
Thu	10/6/2016	9:50P	10:50P	John Street
Sun	10/9/2016	6:20P	7:50P	John Street
Mon	10/10/2016	10:00P	11:00P	East Rink
Thu	10/13/2016	9:50P	10:50P	John Street
Sun	10/16/2016	6:20P	7:50P	John Street
Mon	10/17/2016	10:00P	11:00P	East Rink
Thu	10/20/2016	9:50P	10:50P	John Street
Sun	10/23/2016	6:20P	7:50P	John Street
Mon	10/24/2016	10:00P	11:00P	East Rink
Thu	10/27/2016	9:50P	10:50P	John Street
Sun	10/30/2016	6:20P	7:50P	John Street
Mon	10/31/2016	10:00P	11:00P	East Rink
Thu	11/3/2016	9:50P	10:50P	John Street
Sun	11/6/2016	6:20P	7:50P	John Street
Mon	11/7/2016	10:00P	11:00P	East Rink
Thu	11/10/2016	9:50P	10:50P	John Street
Sun	11/13/2016	6:20P	7:50P	John Street
Mon	11/14/2016	10:00P	11:00P	East Rink
Thu	11/17/2016	9:50P	10:50P	John Street
Sun	11/20/2016	6:20P	7:50P	John Street
Mon	11/21/2016	10:00P	11:00P	East Rink
Mon	11/28/2016	10:00P	11:00P	East Rink
Thu	12/1/2016	9:50P	10:50P	John Street

Sun	12/4/2016	6:20P	7:50P	John Street
Mon	12/5/2016	10:00P	11:00P	East Rink
Thu	12/8/2016	9:50P	10:50P	John Street
Sun	12/11/2016	6:20P	7:50P	John Street
Mon	12/12/2016	10:00P	11:00P	East Rink
Thu	12/15/2016	9:50P	10:50P	John Street
Sun	12/18/2016	6:20P	7:50P	John Street
Mon	12/19/2016	10:00P	11:00P	East Rink
Thu	12/22/2016	9:50P	10:50P	John Street
Mon	1/2/2017	10:00P	11:00P	East Rink
Thu	1/5/2017	9:50P	10:50P	John Street
Sun	1/8/2017	6:20P	7:50P	John Street
Mon	1/9/2017	10:00P	11:00P	East Rink
Thu	1/12/2017	9:50P	10:50P	John Street
Mon	1/16/2017	10:00P	11:00P	East Rink
Thu	1/19/2017	9:50P	10:50P	John Street
Sun	1/22/2017	6:20P	7:50P	John Street
Mon	1/23/2017	10:00P	11:00P	East Rink
Thu	1/26/2017	9:50P	10:50P	John Street
Sun	1/29/2017	6:20P	7:50P	John Street
Mon	1/30/2017	10:00P	11:00P	East Rink
Thu	2/2/2017	9:50P	10:50P	John Street
Sun	2/5/2017	6:20P	7:50P	John Street
Mon	2/6/2017	10:00P	11:00P	East Rink
Thu	2/9/2017	9:50P	10:50P	John Street
Sun	2/12/2017	6:20P	7:50P	John Street
Mon	2/13/2017	10:00P	11:00P	East Rink
Thu	2/16/2017	9:50P	10:50P	John Street
Sun	2/19/2017	6:20P	7:50P	John Street
Mon	2/20/2017	10:00P	11:00P	East Rink
Thu	2/23/2017	9:50P	10:50P	John Street
Sun	2/26/2017	6:20P	7:50P	John Street

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 23rd day of August, 2016, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and Wagon Wheel Figure Skating Club ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Wagon Wheel Figure Skating Club (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on September 9, 2016 and shall continue for a period of three (3) days (the "Term") until September 11, 2016 and shall cover all ice times rented at the facility. If agreement remains unsigned beyond July 22, 2016 then such agreement shall be deemed null and void.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available or unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee for a one hundred per cent 100% deposit of all ice time. The balance shall become due on September 11, 2015.
- b. The invoiced amount shall be based upon the following hourly rate of **Three Hundred Seventy Dollars (\$370.00)** per hour for all times after 8:00 am and **Two Hundred Eighty Dollars (\$280.00)** for all times prior to 8 am including resurfacing times on Saturday and Sunday. On Friday, the invoiced amount shall be based upon an hourly rate of **Three Hundred Seventy Dollars (\$370.00)** per hour for all times after 3:00 pm and **Two Hundred Eighty (\$280.00)** per hour for all times before 3:00 pm.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than thirty days after the due date specified in subparagraph (4.) (a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by

Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee

- shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all participants, and abide by the current rules and regulations of
 - U.S. Figure Skating
 - Wagon Wheel Figure Skating Club
 - j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
 - k. Licensee shall secure a written release and waiver of liability from each participant. Licensee will transmit all executed written releases and waivers to licensor if requested after they have been executed. Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
 - l. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E" and shall also be required to list all Vendors on "Exhibit D". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
 - m. "Exhibit F" shall serve as official addendum for additional terms to this agreement.
 - n. Licensee shall submit final schedule of on-ice events no later than August 10, 2016.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit F."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, all four locker rooms per ice slot per rink, heating, and cleaning of locker rooms.
- d. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.

- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- b. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- c. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- d. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- e. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.

- f. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- g. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

- i. For Licensor:
Village of Bensenville
Attn: Todd Finner, Recreation Director
735 E. Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us

and

- Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681 - 1020 (Fax)
marydickson@bond-dickson.com

- ii. For Licensee:
Wagon Wheel Figure Skating Club
Attn: Lanny Nelson, President
P.O. Box 2542
Crystal Lake, IL 60039
lannyww@sbcglobal.net
(815) 715 - 1341

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

Wagon Wheel Figure Skating Club

By: E.S. 8-23-16
Evan Summers
Village Manager

By: Lanny Nelson
Lanny Nelson

?Lts _____

Attest: C.W. 8/23/16
Cory Williamsen
Deputy Village Clerk

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and Wagon Wheel Figure Skating Club (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.

- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.

- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.

- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

 Signature of participant

 Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

 Date

EXHIBIT B**LOCKER ROOM AND ARENA RULES AND REGULATIONS**

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it, unless otherwise agreed upon.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

Minimum required hours for the event.

September 9, 2016

West Arena: 6:00 am – 10:00 pm

East Arenas: 7:00 am – 9:00 pm

September 10, 2016

West Arena: 6:00 am – 10:00 pm

East Arena: 6:30 am – 9:30 pm

September 11, 2016

West Arena: 6:00 am – 6:00 pm

East Arena: 6:30 am – 5:00 pm

Lessee will be responsible for ensuring that the both East and West surfaces have been vacated and the players benches are available for hockey games at or before the Sunday end times as stated on the above schedule. Failure to do so will result in additional hourly charges at the agreed upon contract rate.

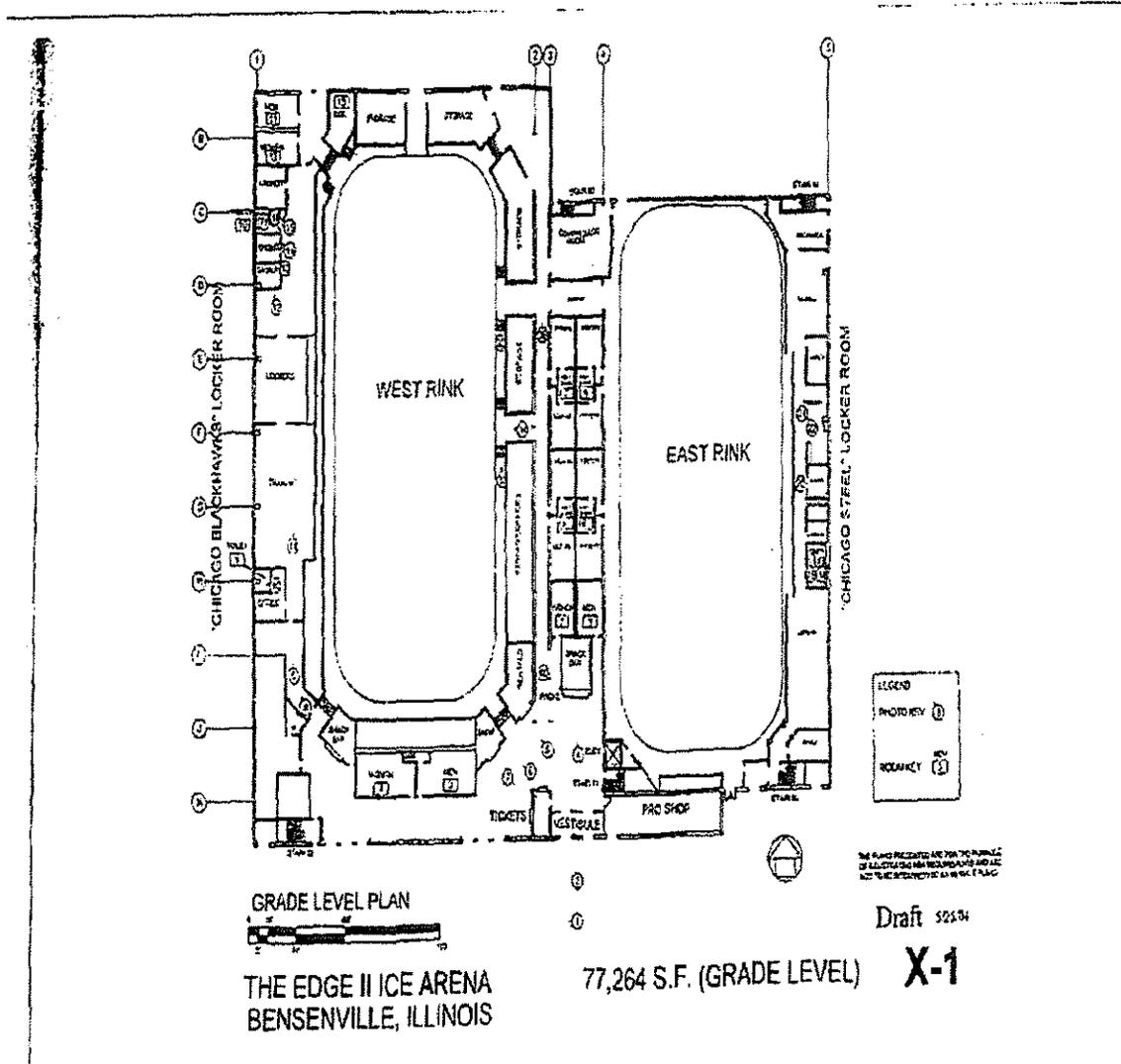
EXHIBIT D

****Please list each vendor name and products to be sold in space below:**

	<u>Company Name</u>	<u>Products to be Sold</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____
16.	_____	_____
17.	_____	_____
18.	_____	_____
19.	_____	_____
20.	_____	_____

EXHIBIT E

Vendor Space Designations (Please indicate your desired location)



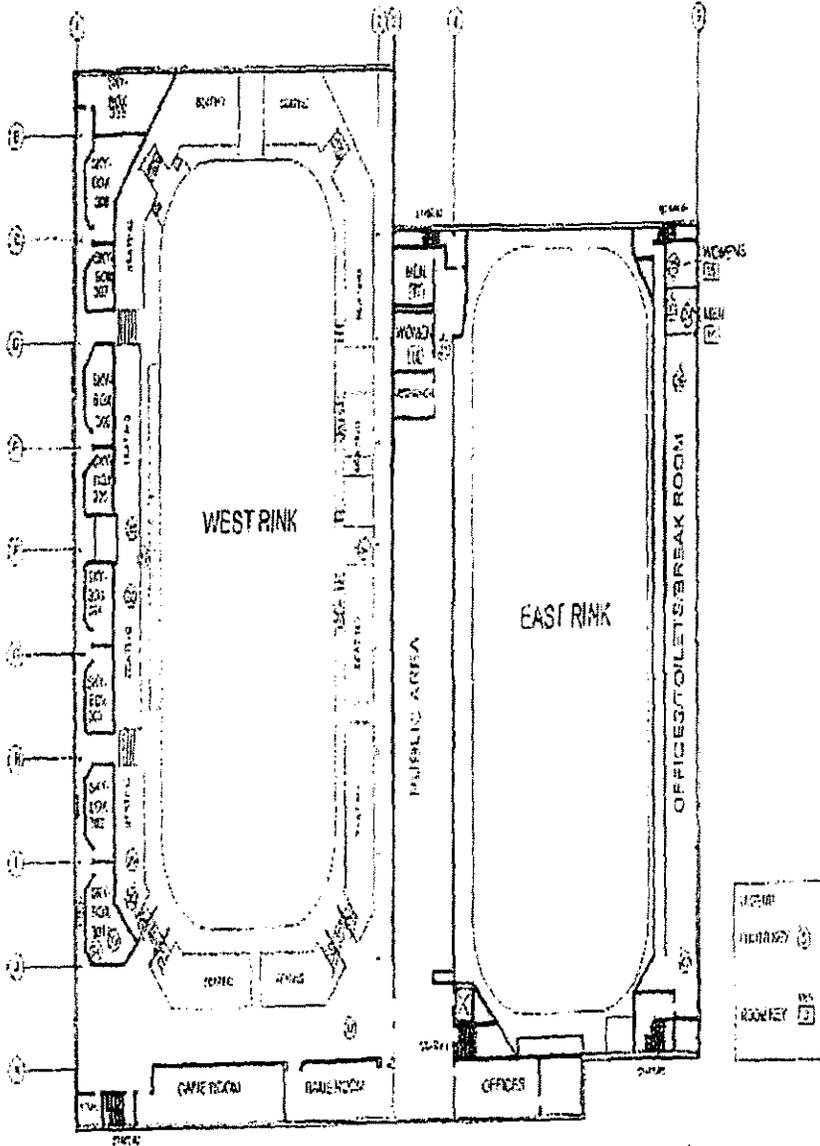
GRADE LEVEL PLAN

THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

77,264 S.F. (GRADE LEVEL)

Draft 52534

X-1



UPPER LEVEL PLAN



THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

ALL DIMENSIONS ARE IN FEET
UNLESS OTHERWISE SPECIFIED
NOT TO SCALE

Draft 3/20/16

X-2

EXHIBIT F**2016 Wagon Wheel Greater Chicago Figure Skating Invitational
September 9 - 11**

- Base ice cost is \$370 per hour plus 5% Village of Bensenville Amusement Tax. All times prior to 3:00 pm on Friday and 8:00 am on both Saturday and Sunday will be billed at \$280 per hour plus 5% Village Amusement Tax.
- Use of both Jefferson East and West facilities.
- First Aid to be located at the ticket office.
- 8-10 Vendor Spaces to be managed by Wagon Wheel F.S.C.
- Bensenville staff to remove glass from ends of the boards on the West Arena.
in front of hockey boxes on West
- East Arena will require access through the RMU locker rooms.
- Accounting Office to be located in upstairs management conference room.
- Use of both upstairs and downstairs photo copier but paper to be provided by Wagon Wheel Figure Skating Club.
- Bensenville staff to provide sound equipment for Music and Microphones at the Edge on Jefferson East. Wagon Wheel staff will provide music for the Edge on Jefferson West.
- Bensenville staff will provide one dedicated wireless hotspot to Wagon Wheel F.S.C.
- Wagon Wheel to use Bar area and Skyboxes for hospitality, critiques and meetings.
- Wagon Wheel recognizes that Bella Vista Catering has exclusive rights for all food and beverage services within the Edge Ice Arena.
- Setup of judges platforms and tables will not begin before Thursday at 10:20 pm on the West Arena and 10:50 pm on the East.
- Bensenville to provide tables for the Hospitality room. *& registration*

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 23rd day of August, 2016, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and The Fenwick High School Hockey Club ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to The Fenwick High School Hockey Club (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on September 1, 2016 and shall continue for a period of one (1) year (the "Term") until August 31, 2017. If agreement remains unsigned beyond July 29, 2016 then such agreement shall be deemed null and void. In no event shall the Term exceed one year.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of three hundred ninety dollars (\$390.00) per hour.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by

Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee

- shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - USA Hockey
 - Amateur Hockey Association of Illinois
 - j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
 - k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
 - l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
 - m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of

being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.

- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.

- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Todd Finner, Recreation Director
735 E. Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us

and

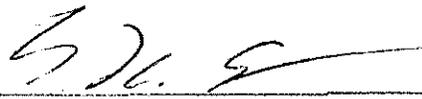
Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681 – 1020 (Fax)
marydickson@bond-dickson.com

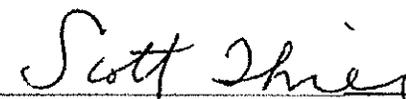
ii. For Licensee:
The Fenwick High School Hockey Club
505 West Washington Boulevard
Oak Park, IL 60302-4095
president@fenwickhockey.org
secretary@fenwickhockey.org

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

LESSEE

By: 
Evan Summers, Village Manager

By: 
Its Athletic Director

Attest: 
Corey Williamsen, Deputy Village Clerk

Fenwick H.S.

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the **VILLAGE OF BENSENVILLE** and **The Fenwick High School Hockey Club** (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the **VILLAGE OF BENSENVILLE** resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the **VILLAGE OF BENSENVILLE** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the **VILLAGE OF BENSENVILLE** and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE**.
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms -- WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities -- violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME SCHEDULE

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing the specified ice slots listed below as well as ice slots to be added throughout the agreement period.

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Rink</u>	<u>Description</u>
Thursday	9/1/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	9/4/16	5:40P	7:10P	West Rink	JV Game
Sunday	9/4/16	7:00P	8:30P	East Rink	Girls Game
Sunday	9/4/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	9/6/16	9:10P	10:40P	West Rink	Boys Team
Thursday	9/8/16	9:50P	10:50P	East Rink	Boys Teams
Tuesday	9/13/16	9:10P	10:40P	West Rink	Boys Team
Thursday	9/15/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	9/18/16	5:40P	7:10P	West Rink	JV Game
Sunday	9/18/16	7:00P	8:30P	East Rink	Girls Game
Sunday	9/18/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	9/20/16	9:10P	10:40P	West Rink	Boys Team
Thursday	9/22/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	9/25/16	5:40P	7:10P	West Rink	JV Game
Sunday	9/25/16	7:00P	8:30P	East Rink	Girls Game
Sunday	9/25/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	9/27/16	9:10P	10:40P	West Rink	Boys Team
Thursday	9/29/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	10/2/16	5:40P	7:10P	West Rink	JV Game
Sunday	10/2/16	7:00P	8:30P	East Rink	Girls Game
Sunday	10/2/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	10/4/16	9:10P	10:40P	West Rink	Boys Team
Thursday	10/6/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	10/9/16	5:40P	7:10P	West Rink	JV Game
Sunday	10/9/16	7:00P	8:30P	East Rink	Girls Game
Sunday	10/9/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	10/11/16	9:10P	10:40P	West Rink	Boys Team
Thursday	10/13/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	10/16/16	5:40P	7:10P	West Rink	JV Game
Sunday	10/16/16	7:00P	8:30P	East Rink	Girls Game
Sunday	10/16/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	10/18/16	9:10P	10:40P	West Rink	Boys Team

Thursday	10/20/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	10/23/16	5:40P	7:10P	West Rink	JV Game
Sunday	10/23/16	7:00P	8:30P	East Rink	Girls Game
Sunday	10/23/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	10/25/16	9:10P	10:40P	West Rink	Boys Team
Thursday	10/27/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	10/30/16	5:40P	7:10P	West Rink	JV Game
Sunday	10/30/16	7:00P	8:30P	East Rink	Girls Game
Sunday	10/30/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	11/1/16	9:10P	10:40P	West Rink	Boys Team
Thursday	11/3/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	11/6/16	5:40P	7:10P	West Rink	JV Game
Sunday	11/6/16	7:00P	8:30P	East Rink	Girls Game
Sunday	11/6/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	11/8/16	9:10P	10:40P	West Rink	Boys Team
Thursday	11/10/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	11/13/16	7:10P	8:40P	East Rink	Girls Team
Tuesday	11/15/16	9:10P	10:40P	West Rink	Boys Team
Thursday	11/17/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	11/20/16	5:40P	7:10P	West Rink	JV Game
Sunday	11/20/16	7:00P	8:30P	East Rink	Girls Game
Sunday	11/20/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	11/22/16	9:10P	10:40P	West Rink	Boys Team
Sunday	11/27/16	5:40P	7:10P	West Rink	JV Game
Sunday	11/27/16	7:00P	8:30P	East Rink	Girls Game
Sunday	11/27/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	11/29/16	9:10P	10:40P	West Rink	Boys Team
Thursday	12/1/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	12/4/16	5:40P	7:10P	West Rink	JV Game
Sunday	12/4/16	7:00P	8:30P	East Rink	Girls Game
Sunday	12/4/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	12/6/16	9:10P	10:40P	West Rink	Boys Team
Thursday	12/8/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	12/11/16	5:40P	7:10P	West Rink	JV Game
Sunday	12/11/16	7:00P	8:30P	East Rink	Girls Game
Sunday	12/11/16	7:20P	8:50P	West Rink	Varsity Game
Tuesday	12/13/16	9:10P	10:40P	West Rink	Boys Team
Thursday	12/15/16	9:50P	10:50P	East Rink	Boys Teams
Sunday	12/18/16	5:40P	7:10P	West Rink	JV Game
Sunday	12/18/16	7:00P	8:30P	East Rink	Girls Game
Sunday	12/18/16	7:20P	8:50P	West Rink	Varsity Game

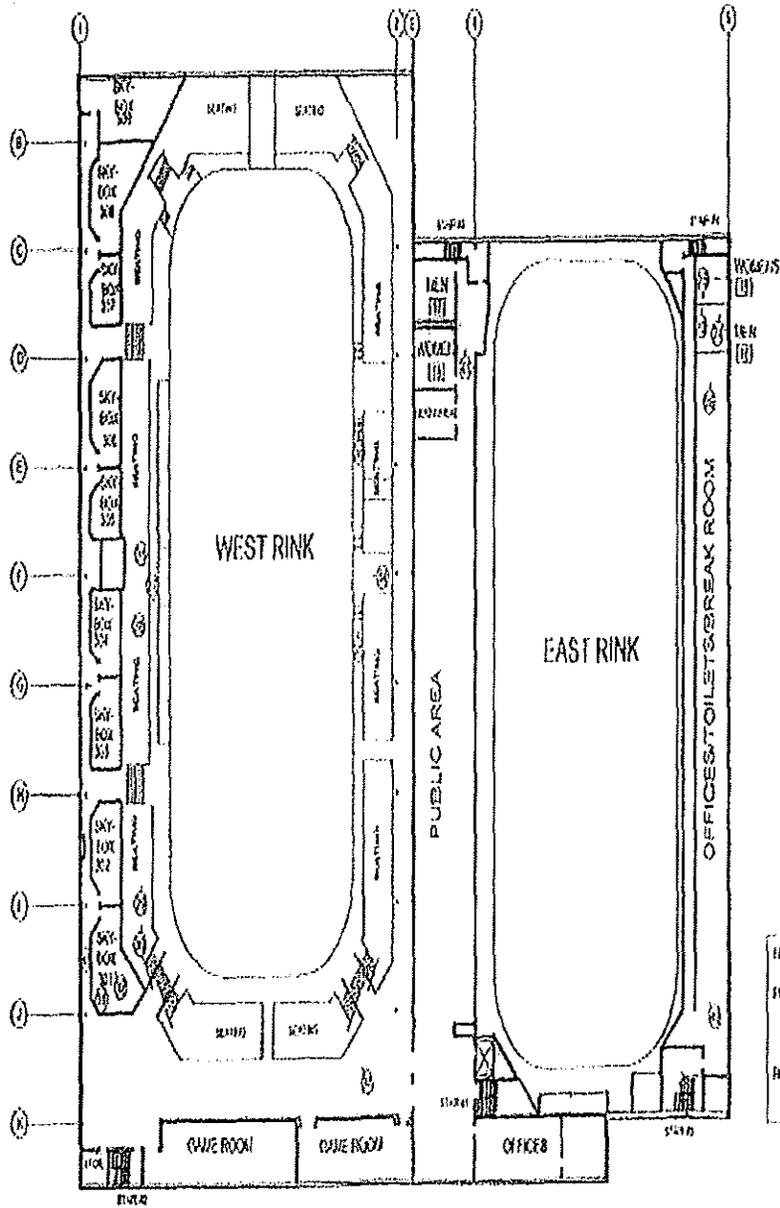
Tuesday	12/20/16	9:10P	10:40P	West Rink	Boys Team
Thursday	12/22/16	9:50P	10:50P	East Rink	Boys Teams
Tuesday	1/3/17	9:10P	10:40P	West Rink	Boys Team
Thursday	1/5/17	9:50P	10:50P	East Rink	Boys Teams
Sunday	1/8/17	5:40P	7:10P	West Rink	JV Game
Sunday	1/8/17	7:00P	8:30P	East Rink	Girls Game
Sunday	1/8/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	1/10/17	9:10P	10:40P	West Rink	Boys Team
Thursday	1/12/17	9:50P	10:50P	East Rink	Boys Teams
Tuesday	1/17/17	9:10P	10:40P	West Rink	Boys Team
Thursday	1/19/17	9:50P	10:50P	East Rink	Boys Teams
Sunday	1/22/17	5:40P	7:10P	West Rink	JV Game
Sunday	1/22/17	7:00P	8:30P	East Rink	Girls Game
Sunday	1/22/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	1/24/17	9:10P	10:40P	West Rink	Boys Team
Thursday	1/26/17	9:50P	10:50P	East Rink	Boys Teams
Sunday	1/29/17	5:40P	7:10P	West Rink	JV Game
Sunday	1/29/17	7:00P	8:30P	East Rink	Girls Game
Sunday	1/29/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	1/31/17	9:10P	10:40P	West Rink	Boys Team
Thursday	2/2/17	9:50P	10:50P	East Rink	Boys Teams
Sunday	2/5/17	5:40P	7:10P	West Rink	JV Game
Sunday	2/5/17	7:00P	8:30P	East Rink	Girls Game
Sunday	2/5/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	2/7/17	9:10P	10:40P	West Rink	Boys Team
Thursday	2/9/17	9:50P	10:50P	East Rink	Boys Teams
Sunday	2/12/17	5:40P	7:10P	West Rink	JV Game
Sunday	2/12/17	7:00P	8:30P	East Rink	Girls Game
Sunday	2/12/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	2/14/17	9:10P	10:40P	West Rink	Boys Team
Thursday	2/16/17	9:50P	10:50P	East Rink	Boys Teams
Tuesday	2/21/17	9:10P	10:40P	West Rink	Boys Team
Thursday	2/23/17	9:50P	10:50P	East Rink	Boys Teams
Sunday	2/26/17	5:40P	7:10P	West Rink	JV Game
Sunday	2/26/17	7:00P	8:30P	East Rink	Girls Game
Sunday	2/26/17	7:20P	8:50P	West Rink	Varsity Game

Exhibit D Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage depc Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

<u>Rental Facility</u>	<u>Cost</u>	<u>Please check if required</u>
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	<input type="checkbox"/>
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>
Internet Needs Please specify all internet requirements.		<input type="checkbox"/>
Electrical Requirements Please specify all electrical requirements.		<input type="checkbox"/>
Microphone Please specify if you will require the use of a microphone.		<input type="checkbox"/>

**Please list each vendor name and products to be sold in space below:



UPPER LEVEL PLAN



THE EDGE II ICE ARENA
 BENSENVILLE, ILLINOIS

1. GRANVILLE ENGINEERING & ARCHITECTURE
 2. HENNINGSON ENGINEERING & ARCHITECTURE
 3. HENNINGSON ENGINEERING & ARCHITECTURE



Draft 5/25/01

X-2

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 27th day of September, 2016, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and 200 X 85, LLC, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to 200 X 85, LLC (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on November 4, 2016 and shall continue for a period of three (3) days (the "Term") until November 6, 2016. If agreement remains unsigned beyond September 6, 2016 then such agreement shall be deemed null and void. In no event shall the Term exceed this period.



2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee for all charges due and owing the following month. All invoiced amounts shall become due and owing on November 1, 2016.
- b. The invoiced amount shall be based upon the following hourly rate of \$430.00 per hour. All hours purchased with a start time prior to 4:30 pm on Friday 11/6/2015 will be purchased at a rate of \$160.00 per hour. All hours shall be charged at the specified rate together with a five (5%) amusement tax assessment.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License
- e. Upon Licensee's failure to pay any sums due hereunder by the required payment deadline of November 1, 2014 as required by any part herein, Licensor reserves the right to sell Licensee's ice time, in whole or in part. However, Licensee shall remain liable for payment

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for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.

- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.

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- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - USA Hockey
 - Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
- n. Licensee shall be responsible for ensuring that participating teams, participants, spectators, officials and vendors have been notified that all outside food, beverage and alcohol will not be permitted within the premises. Participating teams, participants, spectators, officials and vendors shall be directed to Bella Vista Catering at bellavistabanquets@att.net for all food and beverage requirements.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

(Signature)

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.



- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.

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- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

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16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Todd Finner, Recreation Director
735 E. Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us

and

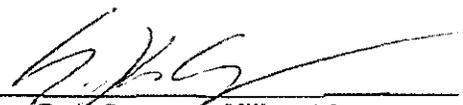
Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681 - 1020 (Fax)
marydickson@bond-dickson.com

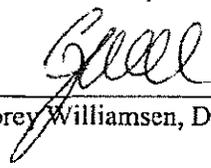
- ii. For Licensee:

200 X 85 LLC
Kevin Mann
6690 South Rte 53
Woodridge, IL 60517

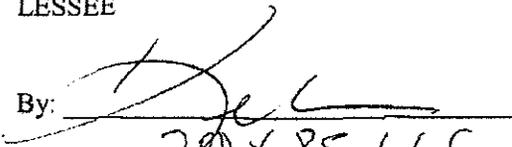
IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: 
Evan Summers, Village Manager

Attest: 
Corey Williamsen, Deputy Village Clerk

LESSEE

By: 
200 X 85 LLC

Its: PRESIDENT

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. **Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the **VILLAGE OF BENSENVILLE and 200 X 85**, (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. **Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the **VILLAGE OF BENSENVILLE** resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the **VILLAGE OF BENSENVILLE** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the **VILLAGE OF BENSENVILLE** and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE**.
- III. **Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. **Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date



EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.
9. Bella Vista Banquets have purchased the exclusive food and beverage services license at the Edge Ice Arenas. All food and beverage must be purchased at the Edge Ice Arenas concession stands that are operated by Bella Vista Banquets. Outside food and beverage will not be permitted and will be confiscated upon request by Bella Vista Banquets.

100

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

(Handwritten initials)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

(Handwritten signature)

EXHIBIT C

ICE TIME SCHEDULE

A. Scheduled Ice Slots

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Cost</u>	<u>Rink</u>
✓Friday	11/4/16	8:45A	10:10A	238.56	East Rink
✓Friday	11/4/16	9:25P	10:50P	641.13	East Rink
✓Friday	11/4/16	7:10A	8:35A	238.56	East Rink
✓Friday	11/4/16	10:20A	11:45A	238.56	East Rink
✓Friday	11/4/16	11:55A	1:20P	238.56	East Rink
✓Friday	11/4/16	1:30P	2:55P	238.56	East Rink
✓Friday	11/4/16	3:05P	4:30P	238.56	East Rink
✓Friday	11/4/16	4:40P	6:05P	641.13	East Rink
✓Friday	11/4/16	6:15P	7:40P	641.13	East Rink
✓Friday	11/4/16	7:50P	9:15P	641.13	East Rink
✓Friday	11/4/16	4:30P	5:55P	641.13	John Street
✓Friday	11/4/16	2:55P	4:20P	238.56	John Street
✓Friday	11/4/16	1:20P	2:45P	238.56	John Street
✓Friday	11/4/16	7:00A	8:25A	238.56	John Street
✓Friday	11/4/16	11:45A	1:10P	238.56	John Street
✓Friday	11/4/16	8:35A	10:00A	238.56	John Street
✓Friday	11/4/16	10:10A	11:35A	238.56	John Street
✓Friday	11/4/16	9:15P	10:40P	641.13	John Street
✓Friday	11/4/16	7:40P	9:05P	641.13	John Street
✓Friday	11/4/16	6:05P	7:30P	641.13	John Street
✓Friday	11/4/16	1:20P	2:45P	238.56	West Rink
✓Friday	11/4/16	11:45A	1:10P	238.56	West Rink
✓Friday	11/4/16	7:40P	9:05P	641.13	West Rink
✓Friday	11/4/16	8:35A	10:00A	238.56	West Rink
✓Friday	11/4/16	10:10A	11:35A	238.56	West Rink
✓Friday	11/4/16	7:00A	8:25A	238.56	West Rink
✓Friday	11/4/16	2:55P	4:20P	238.56	West Rink
✓Friday	11/4/16	4:30P	5:55P	641.13	West Rink
✓Friday	11/4/16	6:05P	7:30P	641.13	West Rink
✓Friday	11/4/16	9:15P	10:40P	641.13	West Rink
✓Saturday	11/5/16	11:55A	1:20P	641.13	East Rink
✓Saturday	11/5/16	1:30P	2:55P	641.13	East Rink
✓Saturday	11/5/16	9:25P	10:50P	641.13	East Rink
✓Saturday	11/5/16	4:40P	6:05P	641.13	East Rink
✓Saturday	11/5/16	3:05P	4:30P	641.13	East Rink
✓Saturday	11/5/16	7:50P	9:15P	641.13	East Rink
✓Saturday	11/5/16	6:15P	7:40P	641.13	East Rink

Jan

✓Saturday	11/5/16	7:10A	8:35A	641.13	East Rink
✓Saturday	11/5/16	8:45A	10:10A	641.13	East Rink
✓Saturday	11/5/16	10:20A	11:45A	641.13	East Rink
✓Saturday	11/5/16	10:10A	11:35A	641.13	John Street
✓Saturday	11/5/16	8:35A	10:00A	641.13	John Street
✓Saturday	11/5/16	4:30P	5:55P	641.13	John Street
✓Saturday	11/5/16	6:05P	7:30P	641.13	John Street
✓Saturday	11/5/16	2:55P	4:20P	641.13	John Street
✓Saturday	11/5/16	1:20P	2:45P	641.13	John Street
✓Saturday	11/5/16	11:45A	1:10P	641.13	John Street
✓Saturday	11/5/16	7:00A	8:25A	641.13	John Street
✓Saturday	11/5/16	7:40P	9:05P	641.13	John Street
✓Saturday	11/5/16	9:15P	10:40P	641.13	John Street
✓Saturday	11/5/16	1:20P	2:45P	641.13	West Rink
✓Saturday	11/5/16	2:55P	4:20P	641.13	West Rink
✓Saturday	11/5/16	4:30P	5:55P	641.13	West Rink
✓Saturday	11/5/16	6:05P	7:30P	641.13	West Rink
✓Saturday	11/5/16	8:35A	10:00A	641.13	West Rink
✓Saturday	11/5/16	7:40P	9:05P	641.13	West Rink
✓Saturday	11/5/16	7:00A	8:25A	641.13	West Rink
✓Saturday	11/5/16	11:45A	1:10P	641.13	West Rink
✓Saturday	11/5/16	9:15P	10:40P	641.13	West Rink
✓Saturday	11/5/16	10:10A	11:35A	641.13	West Rink
✓Sunday	11/6/16	11:20A	12:20P	451.5	East Rink
✓Sunday	11/6/16	7:50A	8:50A	451.5	East Rink
✓Sunday	11/6/16	8:00A	9:00A	451.5	John Street
✓Sunday	11/6/16	8:00A	9:00A	451.5	West Rink
✓Sunday	11/6/16	11:30A	12:30P	451.5	West Rink
✓Sunday	11/6/16	3:00P	4:30P	677.25	West Rink

1/11/16

Exhibit D

Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge on one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

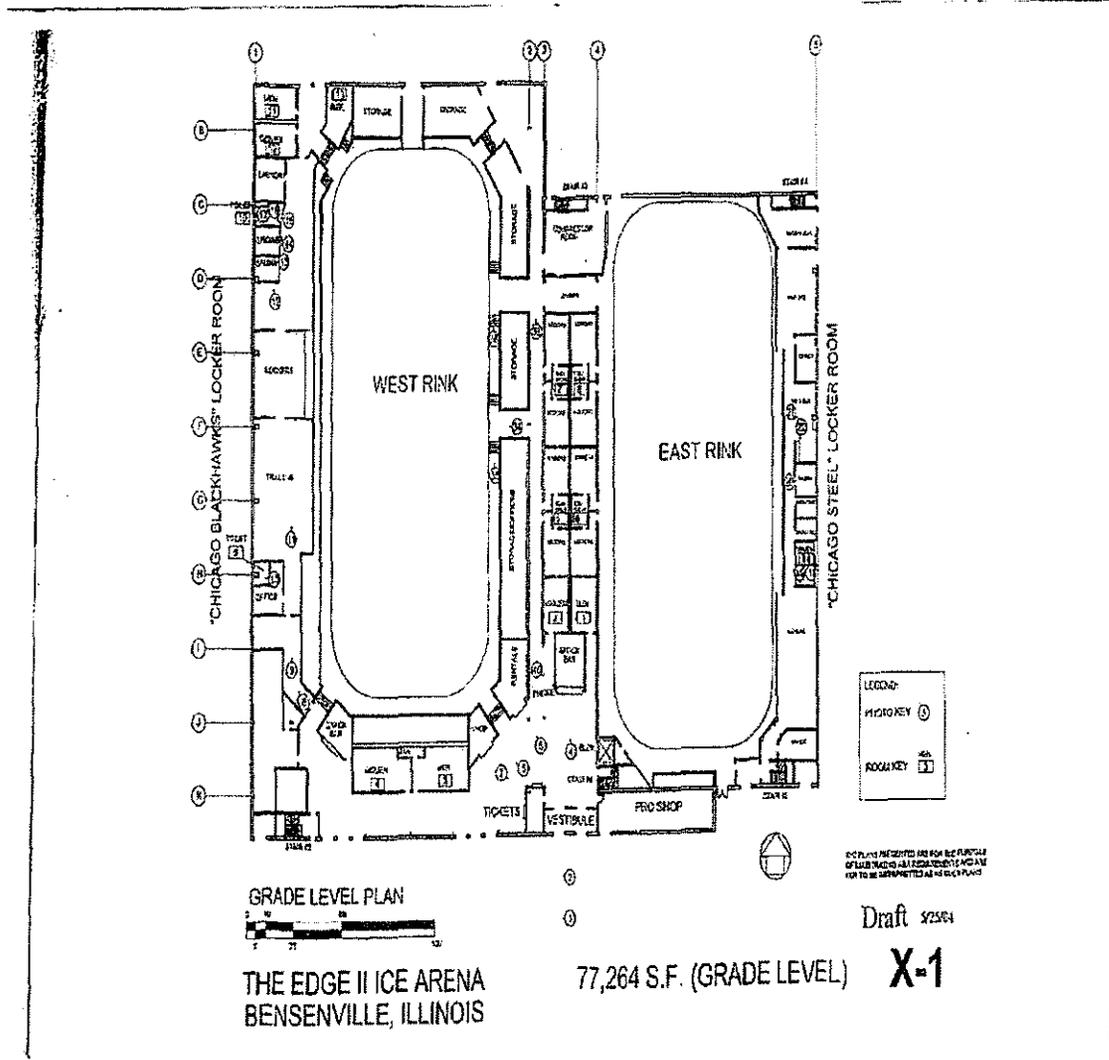
<u>Rental Facility</u>	<u>Cost</u>	<u>Please check if required</u>
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	<input type="checkbox"/>
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>
Internet Needs Please specify all internet requirements.		<input type="checkbox"/>
Electrical Requirements Please specify all electrical requirements.		<input type="checkbox"/>
Microphone Please specify if you will require the use of a microphone.		<input type="checkbox"/>

**Please list each vendor name and products to be sold in space below:

(Handwritten signature)

Exhibit E

Vendor Space Designations (Please indicate your desired location)



GRADE LEVEL PLAN
 0 10 20 30

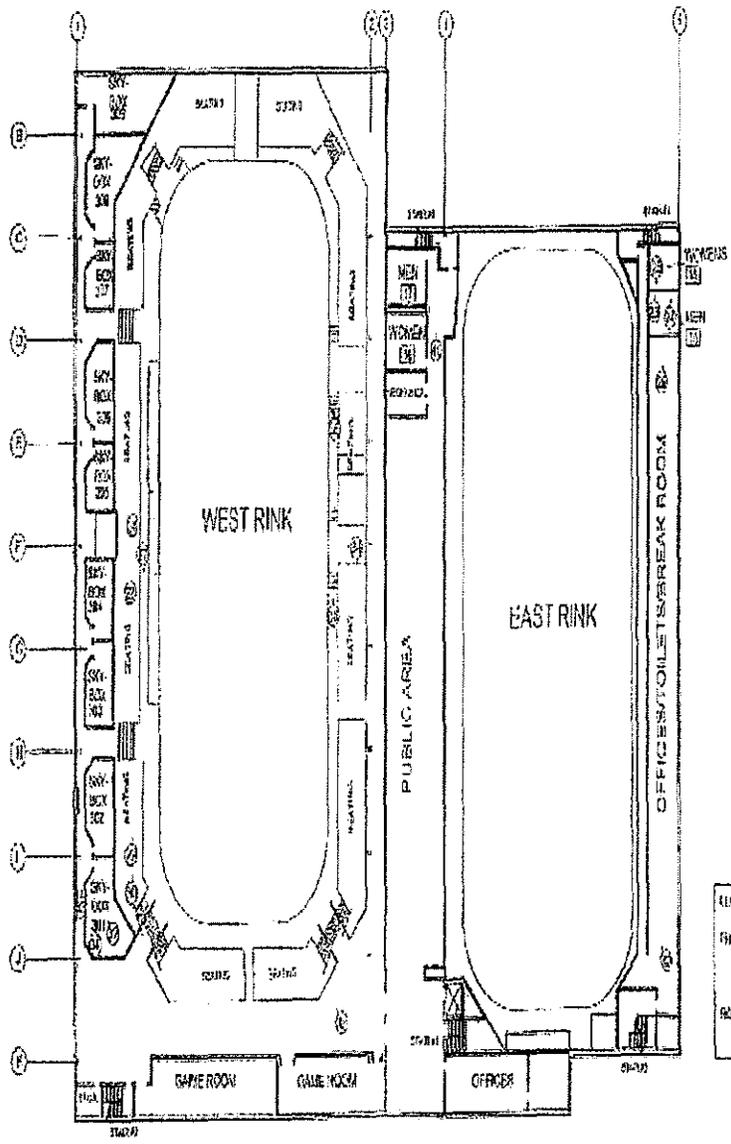
THE EDGE II ICE ARENA
 BENSENVILLE, ILLINOIS

77,264 S.F. (GRADE LEVEL)

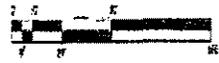
Draft 5/25/04

X-1

(Handwritten signature)



UPPER LEVEL PLAN



THIS PLAN IS TO BE USED FOR THE UPPER LEVEL ONLY. ALL DIMENSIONS ARE IN FEET AND INCHES. SEE THE ARCHITECT'S NOTES FOR A COMPLETE LIST OF MATERIALS AND FINISHES.



Draft 10/20/01
X-2

THE EDGE II ICE ARENA
 BENSENVILLE, ILLINOIS

Car

02/03 → 350/hr
07/08 → 350/hr
09/09 → 350/hr

FACILITIES USE AGREEMENT

This Facilities Use Agreement is entered into as of the 14 day of JUNE, 2006 (the "Effective Date") by and between the Village of Bensenville, DuPage and Cook Counties (hereinafter the "Village"), an Illinois municipal corporation with offices at 12 South Center Street, Bensenville, Illinois, and Robert Morris College ("Robert Morris College"), an Illinois not for profit corporation, [address of corporate office], Illinois (collectively, the "Parties").

INTRODUCTION

WHEREAS, the Village is an Illinois Municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970; and

WHEREAS, the Village is undertaking this agreement pursuant to the authority set forth in Section 8-1-7(e) of the Illinois Municipal Code (65 ILCS 5/8-1-7(e)), and other applicable statutes; and

WHEREAS, pursuant to the authority granted to the Village by the of the laws of the State of Illinois and the Illinois Constitution of 1970, the Village owns and operates an ice rink located at 735 East Jefferson Street, Bensenville, Illinois (commonly known as "Edge Two"); and

WHEREAS, the Village and Robert Morris College have, as of this date, entered into a Development Agreement (*which is attached hereto as **Exhibit A**, and is incorporated herein by reference*), wherein the Parties have agreed to design, construct, and finance certain improvements to the Edge Two (*said improvements are herein referred to as the "Locker Rooms"*) for the mutual benefit of, and joint use by, the Village, Robert Morris College, local schools, and other entities or individuals designated by the Parties; and

WHEREAS, the Parties agree that upon construction of the Locker Rooms, and upon termination of the Development Agreement, the use, operation, and maintenance of the Locker Rooms, shall be in accordance with this Agreement; and

WHEREAS, the orderly use, operation, and maintenance of the Locker Rooms, and portions thereof, will promote educational, recreational and economic development opportunities for the Parties and the local community; and

WHEREAS, the Parties agree that it will be mutually beneficial to otherwise cooperate with one another to use, operation, and maintain the Locker Rooms, and to otherwise accomplish the purposes set forth herein; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village intends for this Agreement to generate revenue to fund the costs associated with the maintenance, operation, and use of the Locker Rooms; and

WHEREAS, the Village has relied upon Robert Morris College' undertakings in this Agreement as an inducement to make the commitments outlined herein; and

WHEREAS, Robert Morris College recognizes that the Village is an Illinois municipal corporation and is therefor subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.

TERMS AND CONDITIONS

ARTICLE I - GENERAL

1.1 **PURPOSE.** The purpose of this Agreement is to define the rights and obligations of the Parties for the use, operation, and maintenance of the Locker Rooms.

1.2 **ADMINISTRATION.** This Agreement provides for a cooperative undertaking for the mutual benefit of the parties without creating any separate legal or administrative entity. The Project and related undertakings and Administrative Agreements, as defined in the Development Agreement, Section 1.3.1, are undertaken solely pursuant to law and for the governmental and corporate educational, recreational and economic development purposes as stated in this Agreement. The Parties agree to coordinate their respective duties for the mutual benefits of cooperation, efficiency, and cost savings, and each Party will use their best efforts to efficiently coordinate the use, operation, and maintenance of the Locker Rooms, and communication between the Parties and any third parties.

1.3 **DEFINED TERMS.** As used in this Agreement, all terms defined in the Development Agreement shall have the meanings ascribed to therein. Terms defined in the following subsections 1.3.1 through 1.3.2 shall have the meanings ascribed to such terms in those subsections.

1.3.1 "*Agreement*" means this Facilities Use Agreement.

1.3.2 "*Edge Two*" shall mean the ice rink and all related facilities located at 735 East Jefferson Street, Bensenville, Illinois.

1.3.3 "*Locker Rooms*" shall mean two (2) Locker Rooms, and all related amenities and improvements located at the Edge Two, as more particularly identified in the site plan attached hereto as **Exhibit B**, which is incorporated herein by reference.

1.3.4 "*Development Agreement*" means the Development Agreement attached hereto as **Exhibit A**.

1.3.5 "*Effective Date*" shall mean the date upon which this document is executed along with the Development Agreement.

1.3.6 "*Expenses*" shall mean all costs and liabilities of operating the Locker Rooms, or portions thereof, and holding Events including, but not limited to, materials, labor, Maintenance, insurance, utilities, Taxes, and special assessments.

1.3.7 "*Fiscal Year*" shall mean the fiscal year of the Village.

1.3.8 "*Force Majeure*" shall include Acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America, or of any state thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, tornados, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, nuclear accidents, condemnation by the State of Illinois or any political subdivision thereof, wars, or failure of utilities. Force Majeure shall not include economic hardship.

1.3.9 "*Ice Time*" shall mean.....

1.3.10 "*Maintenance*" shall include all maintenance, repairs, and replacement of the Locker Rooms, or any portion thereof, and all related Personal Property, utilities and infrastructure charges, custodial services (including trash pickup and removal). Maintenance shall not include Capital Improvements.

1.3.11 "*Party*" shall mean Robert Morris College and the Village individually and "*Parties*" shall mean Robert Morris College and the Village collectively.

1.3.12 "*Personal Property*" shall include all personal property, tools, equipment, and trade fixtures that are not deemed real property that are necessary or desirable to operate the Locker Rooms, but excluding game equipment and other athletic equipment that is not shared by Robert Morris College and the Village. The expense for personal property that is not shared by Robert Morris College and the Village will be the responsibility of each respective party.

1.3.13 "*Taxes*" shall include, but are not limited to, any sales or occupation taxes, ad valorem (real property) taxes, and personal property taxes.

1.3.14 "*Third Party User*" means any user, excluding Robert Morris College, to which the Village grants its approval to use the Edge Two, or any portion thereof.

1.4 USAGE AND REFERENCES. As used in this Agreement, the terms herein, herewith, hereof and other variations thereof are references to this Agreement, taken as a whole; the terms include, includes, including and other variations thereof mean including, without limitation; and references to a Section, subsection, clause, Article, Exhibit, Appendix or

Schedule shall mean a Section, subsection, clause, Article, Exhibit, Appendix or Schedule of this Agreement, as the case may be, unless in any such case the context requires otherwise. All references to a given agreement, instrument or other documents shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law includes any amendment or modification thereof through the date as of which reference is made. A reference to any Person includes its successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine and neutral genders, and vice versa.

1.5 DUTIES. The Parties agree to use their best efforts to cooperate with one another to use, maintain and operate the Locker Rooms in accordance with the terms and the spirit of this Agreement, such that they will: i) carry out the terms and obligations of this Agreement, and ii) execute and perform the Administrative Agreements (As defined in the Development Agreement). Best efforts shall include necessary administrative and logistical support to maintain and operate the Locker Rooms and fulfill the Administrative Agreements contemplated herein without undue delay and within the resources identified.

1.6 OWNERSHIP OF THE EDGE TWO. The Edge Two, and all portions thereof, shall remain the real property of the Village of Bensenville. This Agreement does not contemplate or approve the conveyance of any real property interest in the Edge Two, the Locker Rooms, or any portion thereof.

ARTICLE II - TERM OF THE AGREEMENT

2.1 TERM. The term of this Agreement shall commence on the Effective Date, as that term is defined in Section 1.3.5 and shall terminate March 31, 2017.

2.2 EARLY TERMINATION.

This agreement may be terminated by Robert Morris College at any time, but not before ten (10) years of the facility's operations, by giving no less than three hundred sixty five (365) days written notices of termination, which termination shall be effective on the effective date for termination as set forth on that termination notice, but not before the last date of any Village scheduled programs, activities, events or other affairs at the Athletic Facilities which may have already been scheduled by Robert Morris College for the year. Should Robert Morris College exercise its right to terminate under this provision, then Robert Morris College shall, within the later of one hundred twenty (120) days after the early termination of this Agreement, and the last date of any Village scheduled programs, activities, events or other affairs at the Locker Rooms which may have already been scheduled by Robert Morris College for the year, pay to the Village, in a lump sum, or as otherwise agreed by the Parties, the greater of (i), the full outstanding amount of interest and principal remaining to be paid on any obligations sold by the Village for the construction, operation and maintenance of the Locker Rooms, together with the Village's reasonable costs and expenses resulting therefrom, including, but not limited to, permit fees, and reasonable in-house staff times and attorneys fees, and (ii) a pro rata share of the Final Project Budget (as defined in Section 3.2.1 of the Development Agreement).

ARTICLE III - USE OF THE LOCKER ROOMS

3.1 **PURPOSES.** Robert Morris College shall use the Locker Rooms, or any portion thereof, in strict accordance with the terms of this Agreement.

3.2 **PERSONAL PROPERTY AND INDEMNITY.**

3.2.1 Robert Morris College shall procure such insurance for any of its property stored at the Locker Rooms, as is deemed appropriate by Robert Morris College. The Village shall procure such insurance for its property at Edge Two as the Village deems appropriate. Both the Village and Robert Morris College waive all claims against the other for loss or damage to any of their respective property and agree to cause their respective property insurance policies, if any, to include a waiver of subrogation with respect to any such loss or damage.

3.2.2 Except to the extent caused by its negligence or other wrongful act or omission, neither party shall be liable to the other Party, and hereby agrees to indemnify the other Party and hold it harmless from and against any claim by any third party for any loss, cost, damage, expense, casualty, or other loss incurred by such third party.

3.3 **PERSONNEL.** Neither Party shall have any obligation to the hire or engage staff or volunteers needed for purposes of any programs or other activities carried on by the other Party. Each Party shall use reasonable efforts to avoid the presence at the Locker Rooms of any staff or volunteer hired or engaged by them who has been convicted of any offenses which prohibits employment by them.

3.4 **DAMAGE BY A PARTY.** Each Party shall be liable for, and shall bear the expense of, repairing or replacing any material damage or destruction of all or any portion of the Locker Rooms to the extent (but only to the extent) caused by the negligence or other wrongful act or omission of that Party or its members, agents, assigns, officials, officers, or employees; provided, that neither party shall be individually liable for normal wear and tear of the Locker Rooms during the term of this Agreement.

3.5 **SPECIAL MAINTENANCE.** If the Locker Rooms contain any fixture, fitting or equipment as to which either Party undertook pursuant to the Development Agreement to bear excess maintenance costs, then that Party shall be assessed for such excess maintenance costs. For purposes of this Agreement, "excess maintenance costs" refer to the additional amount of maintenance costs incurred as a result of the item in question above and beyond the maintenance costs that would have been incurred if the item in question had been of the same quality, or the structure in question had been of the same standard, consistent with the quality and standards ordinarily used by the Village or Robert Morris College in their respective facilities.

3.6 **HAZARDS; OTHER NOTICES.** Robert Morris College shall promptly notify the Village of: (i) any unusual safety hazard or any material safety-related defects in the Locker Rooms of which Robert Morris College becomes aware, and (ii) any damage to the Locker

Rooms for which Robert Morris College would be liable, or any personal injuries of which Robert Morris College becomes aware that were incurred at the Locker Rooms during any use thereof by Robert Morris College, other than injuries to any Village employees or invitees.

ARTICLE IV – TRADEMARKS

4.1 TRADEMARKS.

- 4.1.1 The Village acknowledges that the name “Robert Morris College” and all derivative marks (hereinafter collectively “Marks”), and the logo associated with Robert Morris College (hereinafter “Logo”) are the sole and exclusive property of Robert Morris College. Robert Morris College hereby grants to the Village of Bensenville a limited and non-exclusive license during the term of this Agreement to use the Mark and Logo as provided for in this Article.
- 4.1.2 The Village shall have the right, but not the obligation, to use, display, or otherwise incorporate the Mark and/or Logo at the Edge Two, and in any advertisements, press releases, announcements, or other documents.
- 4.1.3 Robert Morris College shall be permitted to display the Mark and/or Logo at the Edge Two, subject to the prior written approval of the Village. Said approval shall not be unreasonably withheld.
- 4.1.4 Robert Morris College shall be permitted to erect at their expense, a lighted sign depicting the school logo similar to those already in place on the outside frontage of the Edge ice arena, pending prior approval of the Village of Bensenville and provided that all permitting procedures are completed
- 4.1.5 Robert Morris College will be allocated space throughout the Edge I and Edge II ice arenas to distribute school materials on an as needed basis.
- 4.1.6 Robert Morris College will have the opportunity to have their logo displayed in the ice at a pass thru expense covering the costs of design, paint and labor.
- 4.1.7 Robert Morris College will be provided with a single board space logo in the stadium rink at the expense of the Village of Bensenville.
- 4.1.8 Robert Morris College and the Village of Bensenville will collectively with other user groups market additional board space / sponsorships within the ice arenas.

ARTICLE V – USE OF LOCKER ROOMS AND PURCHASE OF ICE TIME

5.1 PURCHASE OF ICE TIME; ANNUAL ICE TIME USE SCHEDULE.

- 5.1.1 All prior agreements between the Parties regarding the purchase of Ice Time are hereby repealed.
- 5.1.2 No later than thirty (30) days prior to the annual anniversary of this Agreement, the Parties shall agree to an Annual Ice Time Use Schedule in

substantially the same form as the Annual Ice Time Use Schedule attached hereto as **Exhibit C** (*schedule for year one*), and incorporated herein by reference.

- 5.1.3 In no event shall the annual amount of Ice Time be less than eight hundred (800) hours at a rate of \$350.00 per hour for a minimum total of \$280,000.00 per season. For each of the first three years of this agreement, (This is a ten year agreement starting in 2006 and ending in 2017) the charge for ice time from August 18 thru March 31 shall be \$350.00 per hour, plus an additional five percent (5%) Village Amusement Tax and from March 31 through August 17 shall be at \$250.00 per hour plus the five percent (5%) Village Amusement Tax. After the first three years of this agreement the \$350.00 charge for ice time shall remain the same unless, because of a shift in market conditions or to support the general cost of doing business under the agreement, the Village plans to adjust ice time rates for any subsequent year. The Village shall notify Robert Morris College what the adjustment rate shall be prior to June 1 immediately preceding August 18 of the year adjusted rate is to be applicable. The Village shall provide an analysis of competitive market pricing within the regional area. (Regional are equates to a twenty five mile radius of 735 East Jefferson, Bensenville, Il.) All rates shall be specified in writing, signed by both parties, and incorporated into this agreement as a part of a revised Exhibit A.
- 5.1.4 If Robert Morris College fails to use eight hundred (800) hours of Ice Time, Robert Morris College shall pay the Village for the difference between the amount of Ice Time actually used and eight hundred (800) hours at the rate set forth in Section 5.1.3.
- 5.1.5 The Village of Bensenville and Robert Morris College will annually (or more often, as necessary) meet and reasonably agree on the schedule for all Robert Morris College home games on the stadium ice for the then coming season.

5.2 USE OF LOCKER ROOMS.

- 5.2.1 Robert Morris College shall have exclusive use of the Locker Rooms, as defined in Section 1.3.4 of this Agreement; provided, however, the Village reserves the right to use the Locker Rooms, or portions thereof, provided: (i) the Village shall make a written request for said use to Robert Morris College; (ii) Robert Morris College approves said request in writing, which approval shall not be unreasonably withheld; and (iii) the Village or Third Party User shall enter into a mutually acceptable agreement with Robert Morris College relating to the use of Locker Rooms. Said agreement shall require: (a) that equipment owned by Robert Morris College shall not be used by the Village or Third Party User; and (b) that

the Village or Third Party User shall provide adequate insurance, and name Robert Morris College as an additional insured party; and (c) the Village or Third Party User shall indemnify Robert Morris College from any and all claims arising out of the use of the Locker Rooms; and (d) that any and all custodial maintenance of the Locker Rooms and/or repair costs thereto, resulting from the Village's or Third Party User's use of the Locker Rooms as herein provided shall be the responsibility of the Village or Third Party User.

5.2.2 Robert Morris College shall be solely responsible for equipping the Locker Rooms in its sole discretion, in accordance with this Agreement and the Development Agreement.

5.2.3 Any equipment purchased by Robert Morris College shall remain the property of Robert Morris College.

5.2.4 Except as provided for in Section 5.2.1 of this Agreement, Robert Morris College shall be responsible for the performance and cost of custodial maintenance of the Locker Rooms. Costs associated with Locker Rooms repair shall be paid by the Village or its designees, subject to reimbursement on a direct-cost basis. The Village shall provide reasonable notice to Robert Morris College prior to any repair work so as to avoid interference with Robert Morris College' use of the Locker Rooms. Notwithstanding the foregoing, all structural and mechanical system maintenance and repair shall be performed by and paid for by the Village.

5.2.5 *In exchange for the right to use the Locker Rooms, Robert Morris College shall pay to the Village \$4,000.00, on a monthly basis. (The \$4,000.00 monthly cost will cover the use of two locker rooms.)*

5.3 The Parties hereto acknowledge that as of the date of this Agreement, the Village is exempt from property taxation, and that certain taxing bodies may impose taxes upon Robert Morris College and/or the Village based upon, *among other things*, usage of the Locker Rooms. Any and all taxes imposed upon Robert Morris College and/or the Village are the sole responsibility of Robert Morris College.

ARTICLE VI - INSURANCE AND LIABILITY

6.1. INSURANCE POLICIES. Notwithstanding anything to the contrary in this Agreement, each of the parties to this Agreement shall procure as needed and maintain in effect the insurance coverage as described below.

6.1.1 *Village's Liability Insurance.* During the term of this Agreement, the Village shall maintain its membership in the Intergovernmental Risk Management Agency, or otherwise obtain general liability insurance.

6.1.2 Robert Morris College's Liability Insurance. During the term of this Agreement, Robert Morris College shall include coverage of the Locker Rooms in its general liability insurance program, which shall include general liability insurance coverage with a limit of not less than \$3,000,000 per occurrence provided on an occurrence basis, and commercial umbrella coverage with a limit of not less than \$5,000,000 in excess and umbrella coverage. If Robert Morris College proposes to change carriers during the term of this Agreement, such replacement insurance coverage shall be issued by a carrier or carriers reasonably satisfactory to the Village. All such policies shall provide, and Robert Morris College shall cause each carrier in question to issue a certificate to the Village evidencing that:

- (a) the Village is named as an additional named insured under each policy in question with respect to any coverage afforded thereunder;
- (b) such coverage shall not be canceled or modified without prior thirty (30) day written notice to the Village; and
- (c) the policy in question does not contain any so-called "insured v. insured" clause creating any exclusion from coverage on the basis that both the covered party and the claimant (i.e., the person or entity that would be the recipient of the policy proceeds) are insured's under the policy.

6.2 COVERAGE OF EDGE TWO. The physical structures comprising the Edge Two shall be considered part of the insurable interest of the Village and shall be included on the property insurance policy or coverage otherwise procured by the Village. At all times during the term of this Agreement, (i) the Village shall cause the Edge Two to be insured at full replacement value, and (ii) the Village shall cause any loss or other claim covered by such policy to be promptly settled and for all proceeds attributable thereto to be promptly applied to the repair, restoration or replacement of the Edge Two.

6.3 WORKER'S COMPENSATION COVERAGE. Each party hereto shall maintain and keep in force worker's compensation and employer's liability insurance for its own benefit. Such insurance shall include employer's liability limits of not be less than \$500,000 for each accident resulting in bodily injury by accident and \$500,000 for each employee for bodily injury by disease.

6.4 COVERAGE EVIDENCE. Upon request, each party hereto shall promptly furnish to the requesting party a copy of each of the policies required to be maintained pursuant to this Article by the party to which such request was directed, and shall from time to time whenever requested satisfy the other party that such policy is in full force and effect.

ARTICLE VII - REPRESENTATIONS

7.1 ROBERT MORRIS COLLEGE'S REPRESENTATIONS. Robert Morris College hereby makes to the Village the representations set forth herein.

7.1.1 Status. Robert Morris College is a not for profit corporation formed under the laws of the State of Illinois and is in good standing.

7.1.2 Authority. Robert Morris College has the full lawful right, power and authority under currently applicable law, to execute and deliver and perform its obligations under the terms of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary corporate action on the part of Robert Morris College. This Agreement (i) constitutes the legal, valid and binding obligation of Robert Morris College and is enforceable in accordance with its terms and provisions, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights and remedies generally and to the effect of general principles of equity (regardless of whether enforcement is sought in or considered to be in a proceeding at law or in equity), and (ii) does not require the consent of any other person or entity. The performance of its obligations under this Agreement by Robert Morris College will not constitute a violation of any law, contract, judgment or order applicable to it, and Robert Morris College will comply with all laws applicable to it in the course of fulfilling its obligations under this Agreement.

7.1.3 Compliance with Laws. To the best of its knowledge, Robert Morris College's use of the Edge Two will comply in all material respects with all applicable Federal, State, and local laws.

7.2 VILLAGE'S REPRESENTATIONS. The Village hereby makes to Robert Morris College the representations set forth herein.

7.2.1 Status. The Village is a municipal corporation organized and in good standing under the Illinois Municipal Code.

7.2.2 Authority. The Village has the full lawful right, power and authority under currently applicable law, to execute and deliver and perform its obligations under the terms of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary corporate action on the part of the Village. This Agreement (i) constitutes the legal, valid and binding obligation of the Village and is enforceable in accordance with its terms and provisions, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights and remedies generally and to the effect of general principles of equity (regardless of whether enforcement is sought in or considered to be in a proceeding at law or in equity), and (ii) does not require the consent of any other person or entity. The performance of its obligations under this Agreement by the Village will not constitute a violation of any law, contract, judgment or order applicable to it, and the Village will comply with all laws applicable to it in the course of fulfilling its obligations under this Agreement. Without limiting the generality of the foregoing, the Village represents and

warrants to Robert Morris College that the Village has taken or will take all such actions as may be required and necessary to procure and process all amendments, variations, special use permits and planned unit development approvals relating to any zoning ordinances necessary to enable the Village to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

ARTICLE VIII- MISCELLANEOUS

[ADD LIQUIDATED DAMAGES???? provision]

8.1 TIME OF ESSENCE. Time is of the essence with respect to all rights and obligations created under this Agreement. The Parties shall make every reasonable effort to expedite the fulfillment of their obligations and hereby acknowledge that the successful performance of this Agreement requires their continued cooperation.

8.2 ENTIRE AGREEMENT. It is intended by the Parties that this Agreement and the incorporated, attached and referenced documents shall be an integrated contract. This Agreement and the exhibits attached hereto constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications of the Parties dealing with such subject matter, whether oral or written. No other promise, agreement, understanding, or representation concerning the subject matter of this Agreement will be binding unless made in writing and signed by the Parties hereto. All amendments to this Agreement must be in writing and signed by all of the Parties hereto.

8.3 GOVERNING LAW. This agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Illinois, in every respect, including but not limited to validity, interpretation and performance, notwithstanding that one or more of the parties to this Agreement may now be or hereafter become domiciled in or a resident of another state or a foreign country.

8.4 FORUM SELECTION. The parties hereto agree that (i) any Federal court located within Cook County, Illinois or DuPage County, Illinois, and any state court located in DuPage County, Illinois shall have jurisdiction to adjudicate any dispute between the parties hereto which arises out of or in connection with this Agreement, and (ii) only the aforementioned courts shall be eligible for use by the parties for purposes of trial level proceedings, with such election constituting an exclusive forum selection.

8.5 RELATIONSHIP; NO THIRD PARTY BENEFICIARIES. Nothing provided in this Agreement or in the exhibits attached hereto shall be deemed to create any relationship between the Parties of employment or partnership. 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, including but not limited to any school or school district, or to acknowledge, establish, or impose any legal duty to any third party.

8.6 SEVERABILITY. If for any reason whatsoever, anyone or more of the provisions of this Agreement shall be held or deemed to be invalid, unenforceable, or otherwise inoperative, then it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties hereto that in lieu of each such illegal provision or clause of this Agreement, a clause as similar as legal or possible as may be legal shall be substituted. It is further the intention of the Parties hereto that the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.7 NOTICES. All notices and other communications required under this Agreement shall be in writing and may be given by any of the following methods: (i) personal delivery; (ii) facsimile transmission; (iii) registered or certified mail, postage prepaid, return receipt requested; or (iv) overnight delivery service. Notices shall be sent to the appropriate party at its address or facsimile number given below (or at such other address or facsimile number for such party as shall be specified by notice given hereunder):

If to Village:

If to Robert Morris College:

With a copy to:

With a copy to:

All such notices and communications shall be deemed received upon the earlier of (i) actual receipt thereof by the addressee, or (ii) actual delivery thereof to the appropriate address, (iii) in the case of a facsimile transmission, upon transmission thereof by the sender and issuance by the transmitting machine of a confirmation slip confirming that the number of pages constituting the notice have been transmitted without error. In the case of notices sent by facsimile transmission, the sender shall contemporaneously mail a copy of the notice to the addressee at the address provided for above. However, such mailing shall in no way alter the time at which the facsimile notice is deemed received.

8.9 CAPTIONS. Section headings and numbers herein are included for convenience of reference only, and if there shall be any conflict between any such numbers and headings and the text of this Agreement, the text shall control. Each Party has participated in the drafting of this Agreement to the effect that the rule of construction resolving ambiguity against the drafting Party shall not apply, and no inference in favor of, or against any Party shall be drawn from the fact that one party has drafted the same. Conflicts between this Agreement and the Attachments shall, where possible, be resolved by reading the terms together as a whole, otherwise the terms of this Agreement shall prevail.

8.10 WAIVERS. The failure (with or without intent) of any Party to insist upon the strict performance by any other Party of any provision of this Agreement shall not be deemed to constitute a modification of any of the provisions hereof, or a waiver of the right to insist at any time thereafter upon performance strictly in accordance with the provisions of this Agreement. No waiver of any term, condition or provision shall operate as a waiver of any other term, condition or provision under the Agreement and no waiver of any term, condition or provision shall operate as a continuing waiver.

8.11 SURVIVAL. The ending of the term of this Agreement (for any reason and regardless of how ended) shall not effectuate any termination of the rights and obligations of the Parties hereunder which are expressly contemplated to survive the termination of this Agreement.

8.12 ASSIGNMENTS. No Party may assign or delegate any of the benefits or duties under this Agreement without the prior written consent of each other Party; provided, that such consent shall not be unreasonably withheld, it being understood and agreed, however, that Robert Morris College may, with the prior written consent of the Village (which consent shall not be unreasonably withheld) permit the Locker Room to be used, from time to time or for extended periods of time, by an assignee or sublicensee of this Agreement.

8.13 ACKNOWLEDGEMENT. Each of the Parties hereby acknowledges that this Agreement has been entered into for good and valuable consideration, the receipt and sufficiency of which are also hereby acknowledged. The representations, covenants and resuscitations set forth in the foregoing recitals are material to this Agreement and are herein incorporated into and made a part of this Agreement as though they were fully set forth herein.

8.14 FURTHER ASSURANCES. Each Party hereto agrees that it shall execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, such supplements hereto and such further instruments as may be reasonably requested from time to time by the other Party hereto for purposes of clarifying or carrying out the intension of or facilitating the performance of this Agreement, in each case to the extent legally permitted and within the sound legal discretion of the party to which such request is presented.

8.15 CONFLICTS OF INTEREST. No officer, employee or agent of the Parties shall have any personal pecuniary interest, direct or indirect, arising out of or related to this Agreement.

8.16 AMENDMENT. This Agreement may be amended only by the written agreement of the Parties, as approved and as provide by law.

8.17 ENFORCEMENT AND REMEDIES. This Agreement shall be enforceable when properly executed by all the parties. The non-breaching Party may, in addition to terminating this Agreement pursuant to Section 2.2(a) of this Agreement, seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any party in exercising any remedies or power accruing upon any event or default shall impair

any remedies or power shall be construed as a waiver or any event of default or breach or any acquiescence therein.

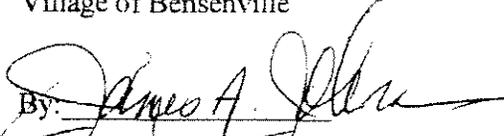
8.18 DEFENSE OF AGREEMENT. In the event that any court or governmental agency having jurisdiction over the subject matter contemplated by this Agreement shall, in the context of proceedings involving any third party, question whether this Agreement is contrary to law, or in the event the legitimacy of the Agreement is otherwise challenged before a court or governmental agency having jurisdiction thereof other than in the context of a dispute between the Parties hereto, then the Parties shall jointly and severally defend the integrity of the Agreement, unless after consultation between them, they mutually agree otherwise.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement pursuant to all requisite authorizing as of the date first above written.

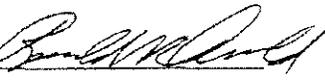
Village of Bensenville

Robert Morris College, LLC

By:


JAMES A. JOHNSON
(Print Name)

By:


RONALD M. ARNOLD
(Print Name)

Its:

VILLAGE MANAGER

Its:

V-P for Business Affairs

miller
ru

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 20th day of May, 2013, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and The Elmhurst Chiefs Hockey Club, an Illinois Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to The Elmhurst Chiefs Hockey Club (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on August 19, 2013 and shall continue for a period of four (4) years (the "Term") until August 18, 2017. Thereafter, the License will automatically renew for successive twelve (12) month periods, unless either party provides written notice of termination. Such notice must be provided not less than one hundred twenty days (120) days before the expiration

date of the initial term or the then current renewal term. The Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal for the duration of the renewal term.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C to this Agreement. Licensee is required to host all camps, clinics, evaluations, playoffs, practice games, and all league games at the Arena in accordance with the terms set forth in this Agreement, with the lone exception of one slot per week at the Elmhurst YMCA. Licensee shall notify Licensor of a request for increased annual ice time prior to June 1st of each year of this Agreement.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena. Preempted Ice includes ice used for certain tournaments periodic tournaments, including, but not limited to, Nike Bauer, Martin Luther King Day, and President's Day tournaments. All scheduled ice time set forth in "Exhibit C" lost to Preempted Ice shall reduce the Annual Minimum Purchase Requirement by an equal amount, if said ice time cannot be exchanged.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of \$339.90 per hour for the first year of the term. Thereafter, the hourly rate shall increase by three percent (3%) for each subsequent year of the License.

- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of the hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.

- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - USA Hockey
 - Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, changing rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."

- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage,

injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.

- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Michael Cassady, Village Manager
12 South Center Street
Bensenville, Illinois 60106
mcassady@bensenville.il.us

and

Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681 - 1020 (Fax)
marydickson@bond-dickson.com

ii. For Licensee:

Chiefs Hockey Club
Attn: Bryan Weisburg, President
P.O. Box 1292
Elmhurst, IL 60126
president@chiefshockey.org
secretary@chiefshockey.org

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: 
Todd Finzer, Facility Manager

Attest: 
Gary Thorsen, Events Director

ELMHURST CHIEFS HOCKEY CLUB

By: 
Bryan Weisburg, President

Attest: 
Michael Gregor, Secretary

EXHIBIT A

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")**

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the **VILLAGE OF BENSENVILLE** and the **ELMHURST CHIEFS HOCKEY CLUB**, an Illinois Corporation ("hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the **VILLAGE OF BENSENVILLE** resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the **VILLAGE OF BENSENVILLE** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the **VILLAGE OF BENSENVILLE** and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE**.
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN
LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.**

Signature of participant

Signature of parent or guardian of participant if
participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. **Skates must be kept on the rubber floor only** and not on or around the bleachers.
2. **Playing hockey is restricted to the ice only.** No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. **Players must be fully clothed when outside of the locker room.**
4. **Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.**
5. **No pets allowed in rink.**
6. **The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.**
7. **User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot.** E.g. If a practice or game is scheduled from 5:30 pm -- 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. **Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.**
8. **Users do not have access to the office or any office equipment within it.**

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

[Attach schedule]

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, from September 1st through and including the first Sunday in March, specifically excluding Labor Day weekend, Thanksgiving Day and the three days following such day, December 24 - January 1, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season.

Monday

5:40 - 6:40 pm West

6:30 - 7:30 pm East

7:40 - 8:40 pm East

Wednesday

5:20 - 6:20 pm West

6:30 - 7:40 pm West

Thursday

5:20 - 6:20 pm West

Friday

5:30 - 6:50 pm West

5:00 - 6:00 pm John

Saturday

8:00 - 9:00 am East

9:10 - 10:10 am East

10:20 - 11:20 am East

Sunday

2:30 - 3:30 pm East

3:40 - 4:40 pm East

4:50 - 5:50 pm East

6:00 - 7:00 pm East

B. Spring Ice Slots

In each Annual Operating Year, from the period beginning April 1st through and including May 31st, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season.

Monday

5:30 - 6:20 pm

6:30 - 7:30 pm

Tuesday

6:20 - 7:20 pm

7:30 - 8:30 pm

Wednesday

5:20 - 6:20 pm

6:30 - 7:30 pm

Thursday

6:20 - 7:20 pm

7:30 - 8:30 pm

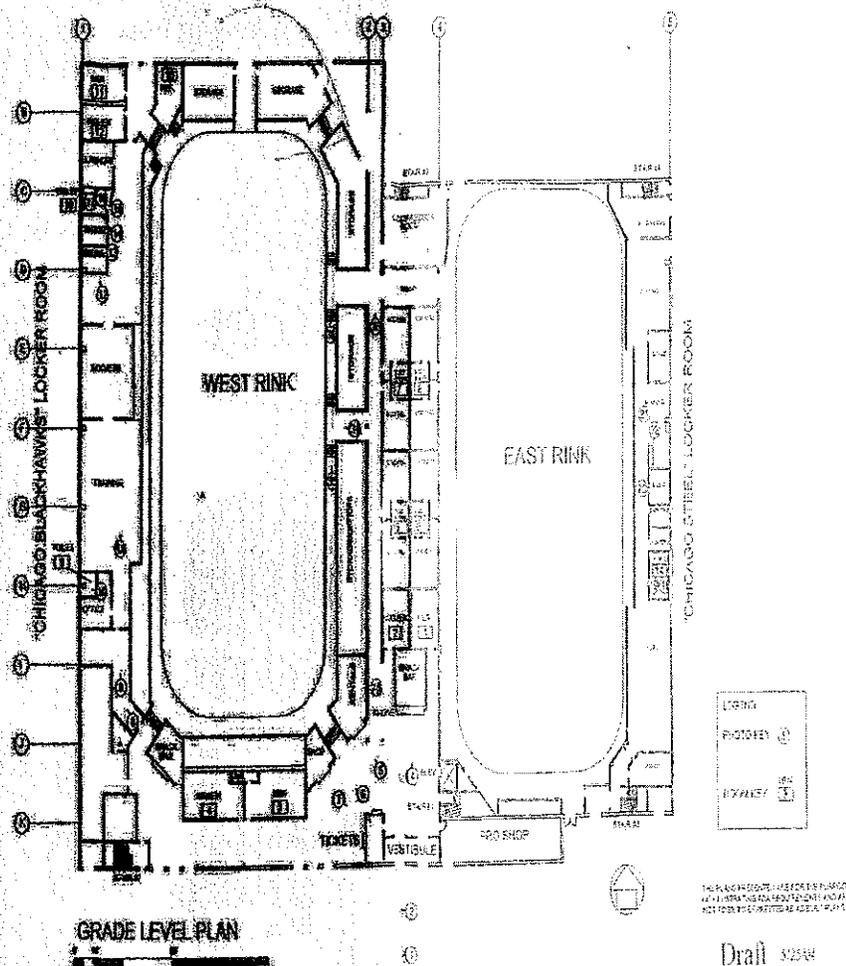
Exhibit D
Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
ARAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day	<input type="checkbox"/>
West Bank Party Rooms Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>

Exhibit E

Vendor Space Designations (Please indicate your desired location)



GRADE LEVEL PLAN

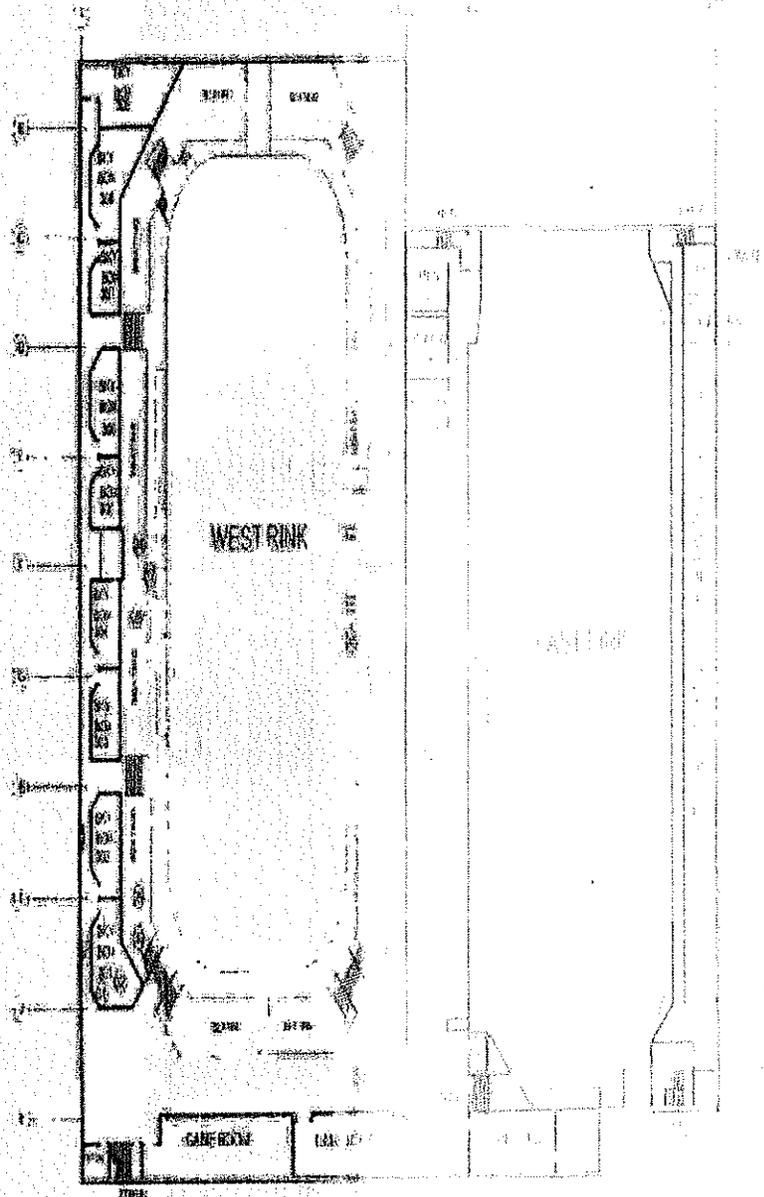


THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

77,264 S.F. (GRADE LEVEL)

Draft 3/25/04

X-1



UPPER LEVEL PLAN



THE EDGE II ICE ARENA
 BENSENVILLE, ILLINOIS

DRAWING
 X-2

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 27th day of May, 2014, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and MyHockey Tournaments, Inc., an Illinois Corporation ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 235 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to MyHockey Tournaments, Inc. (Licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on September 1, 2014 and shall expire on August 31, 2017.



2. Usage.

- a. **Ice Time.** In each Annual Operating Year, which is hereby defined as the time period from September 1st through August 31st of the following year, Licensee shall purchase ice time from Licensor pursuant to the schedule set forth in "Exhibit C" to this Agreement. Licensee shall notify Licensor of a request for increased annual ice time prior to June 1st of each year of this Agreement.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License applies only during the ice time set forth in "Exhibit C" or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and his employees, agents, members and families (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.
- f. The License shall also authorize Licensee to the use of Licensor designated non-exclusive vendor space for the purpose of generating additional revenue. Such vendor locations shall be located in mutually agreed upon locations and shall only be permitted to sell merchandise that is not in direct competition with existing permanent vendors.

4. Payment

- a. Licensor shall invoice Licensee on the 1st of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of \$293.75 per hour for the first year of the term. Thereafter, the hourly rate shall increase by three percent (3%) for each subsequent year of the License.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (a), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of the hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.

- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensee pursuant to this or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c, d, and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.
- c. Licensor reserves the right, within not less than thirty (30) days prior to scheduled ice time, and upon written, verbal or email notice, to preempt Licensee's use of the Arena. Licensor shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensor, issue refunds or credits in lieu of said ice time.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensor, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.

- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, friends and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Ice will not be resurfaced until ice surface has been vacated. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, participants, members or invitees (spectators) enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of
 - USA Hockey
 - Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to Licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

2. Duties of Licensor.

- a. Licensor shall provide the ice rink, changing rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.

- d. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, the loss and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
- i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out of, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (1), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee is in full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.

AM

- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions contained in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of LaPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach of any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Todd Finner, Director of Recreation
735 East Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us
(630) 594 - 1143 Fax

and

Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681 - 1020 (Fax)
marydickson@bond-dickson.com

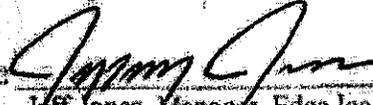
- ii. For Licensee:

MyHockey Tournaments, Inc.
Attn: Jim Babin
3023 North Clark Street #900
Chicago, IL 60657
jfbabin@myhockeytournaments.com
(773) 269 - 6547

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: 
Todd Finner, Director of Recreation

Attest: 
Jeff Jones, Manager, Edge Ice Arenas

MyHockey Tournaments, Inc.

By: 
Jim Babin, Managing Member

Attest: 
Secretary

EXHIBIT C

ICE TIME SCHEDULE

[Attach schedule]

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the detailed ice schedule to be issued no later than August 15th of each annual operating year.

2014-2015

September 26 – September 28, 2014

Friday: 3:00 – 11:00 pm Jefferson East & West (unless Junior Team or RMI play)

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior Team or RMI play)

Sunday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior Team or RMI play)

November 28 – November 30, 2014

Friday: 7:00 am – 11:00 pm Jefferson East, West and John Street (unless Junior or RMI play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West and John Street (unless Junior or RMI play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West and John Street (unless Junior or RMI play)

January 17 – January 19, 2015

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RMI play)

Sunday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RMI play)

Monday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior or RMI play)

February 14 – February 16, 2015

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RMI play)

Sunday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RMI play)

Monday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior or RMI play)

April 24 – April 26, 2015

Friday: 3:00 – 11:00 pm Jefferson East, West & John Street (unless Junior Team or RMI play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West & John (unless Junior Team or RMI play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West & John (unless Junior Team or RMI play)

May 22 – May 24, 2015

Friday: 3:00 – 11:00 pm Jefferson East, West & John Street (unless Junior Team or RMI play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West & John (unless Junior Team or RMI play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West & John (unless Junior Team or RMI play)

[Handwritten signature]

2015-2016

September 25 – September 27, 2015

Friday: 3:00 – 11:00 pm Jefferson East & West (unless Junior Team or RMC play)

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior Team or RMC play)

Sunday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior Team or RMC play)

November 27 – November 29, 2015

Friday: 7:00 am – 11:00 pm Jefferson East, West and John Street (unless Junior or RMC play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West and John Street (unless Junior or RMC play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West and John Street (unless Junior or RMC play)

January 16 – January 18, 2016

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RMC play)

Sunday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RMC play)

Monday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior or RMC play)

February 13 – February 15, 2016

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RMC play)

Sunday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RMC play)

Monday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior or RMC play)

April 22 – April 24, 2016

Friday: 3:00 – 11:00 pm Jefferson East, West & John Street (unless Junior Team or RMC play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West & John (unless Junior Team or RMC play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West & John (unless Junior Team or RMC play)

May 20 – May 22, 2016

Friday: 3:00 – 11:00 pm Jefferson East, West & John Street (unless Junior Team or RMC play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West & John (unless Junior Team or RMC play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West & John (unless Junior Team or RMC play)

2016-2017

September 23 – September 25, 2016

Friday: 3:00 – 11:00 pm Jefferson East & West (unless Junior Team or RML play)

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior Team or RML play)

Sunday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior Team or RML play)

November 25 – November 27, 2016

Friday: 7:00 am – 11:00 pm Jefferson East, West and John Street (unless Junior or RML play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West and John Street (unless Junior or RML play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West and John Street (unless Junior or RML play)

January 14 – January 16, 2017

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RML play)

Sunday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RML play)

Monday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior or RML play)

February 18 – February 20, 2017

Saturday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RML play)

Sunday: 7:00 am – 11:00 pm Jefferson East & West (unless Junior or RML play)

Monday: 7:00 am – 5:00 pm Jefferson East & West (unless Junior or RML play)

April 21 – April 23, 2017

Friday: 3:00 – 11:00 pm Jefferson East, West & John Street (unless Junior Team or RML play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West & John (unless Junior Team or RML play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West & John (unless Junior Team or RML play)

May 19 – May 21, 2017

Friday: 3:00 – 11:00 pm Jefferson East, West & John Street (unless Junior Team or RML play)

Saturday: 7:00 am – 11:00 pm Jefferson East, West & John (unless Junior Team or RML play)

Sunday: 7:00 am – 5:00 pm Jefferson East, West & John (unless Junior Team or RML play)

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 29th day of April, 2014, by and between the VILLAGE OF BENSENVILLE ("Licensor") and The Chicago Mission AAA Hockey Club, an Illinois Corporation, ("Licensee") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS (ARENA).

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates ice rinks located at 645 John Street, Bensenville, Illinois (commonly known as EDGE ON JOHN and 735 East Jefferson Street, Bensenville, Illinois (commonly known as EDGE ON JEFFERSON). For the general purposes of this License, EDGE ON JOHN and EDGE ON JEFFERSON shall be referred to collectively as the "ARENA," unless referenced otherwise.
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the ARENA.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to The Chicago Mission AAA Hockey Club, an Illinois Corporation, and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is therefore subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, other License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this license is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators.

II. LICENSE

NOW, THEREFORE, in consideration of the recitals and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Term.

- a. The Term of this License shall commence on May 1, 2014, and shall continue for a period of four (4) years (the "Term") until June 30, 2018. If agreement remains unsigned beyond the commencement date then such agreement shall be deemed null and void. In no event shall the Term exceed four years.

2. Usage.

- a. **Ice Time.** In each Annual Operating Year, which is hereby defined as the time period from September 1st through August 31st of the following year, Licensee shall purchase ice time from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.

- b. **Locker Rooms.** Use of the two private locker rooms located on the West side of the Edge on Jefferson Street for the upcoming Annual Operating Year.
- c. **Exchange of Ice time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other ice time. Such exchanges are subject to the approval of the Licensor at Licensor's sole discretion. All exchanges must be approved in writing two weeks (2) weeks prior to the earlier of ice times.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities (including the weight room) as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License applies only during the ice time set forth in "Exhibit C" or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.
- f. This License authorizes designated Licensee teams

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon a rate of \$350.00 per hour for the first year of the term. Thereafter, for each subsequent year of the License, the hourly rate shall be increased by three percent (3%) of the rate for the preceding year.
- c. The total amount due for use of the two West rink locker rooms is \$20,000.00. Licensee shall be responsible for paying in 4 separate installments of \$5,000.00. These installments shall be invoiced on the September, October, December and January invoices. Failure to pay the rental amount shall result in eviction from the locker rooms.
- d. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. A \$50.00 fee will be charged for all checks that are dishonored. All unpaid sums resulting from an insufficient funds check shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- e. Upon Licensee's failure to pay any sums due hereunder as required by any part herein, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a 7 day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within 60 days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement.
- g. Also upon Licensee's failure to pay any sums due by the first day of the month following the invoice date, Licensor reserves the right to turn off all rink lights to ensure that Licensee will not be able to take the ice.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes which may be assessed by Licensor on Licensee's activities at the Arena.
- b. Specifically, Licensee shall collect, serve as trustee for, and pay to the Village, the amusement

tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right that facility usage is granted only to boys teams whose age levels are fourteen years (Bantam Major) and older. Facility usage by any other age level, division or classification shall be decided upon at the sole discretion of Licensor and shall be required to be requested with not less than fourteen (14) days written notice.
- c. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.
- d. Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon written or verbal notice, to preempt Licensee's use of the Arena or Locker Rooms. Licensor shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensor, issue refunds or credits in lieu of said ice time.
- e. Licensor reserves the right to excuse any individual or group from the Premises for bringing any form of outside food, beverage or alcohol without receiving and presenting prior written approval from Edge Ice Arenas management.
- f. Licensor reserves the right to excuse any individual or group from the Premises for occupying any area of the facility that is not deemed a "common" area without prior written and presentable approval from Edge Ice Arenas management. These areas include but are not limited to the Olympia tunnel, compressor room, cleaning supplies room, food and beverage stock room, skyboxes, lower management offices, all supply and storage rooms, AHA offices, ballet room, Steel locker room and Robert Morris University locker rooms.
- g. In the event that Licensee does not immediately clear the ice upon expiration of scheduled time slot, Licensor reserves the right to invoice Licensee a minimum ten minute time charge every time that slot is delayed by a multiple of ten or less minutes. For example, if a practice or game is not halted immediately when driver opens the doors and if the following group starts one minute late, Licensee shall be charged for an additional ten minutes. If the following group takes the ice eleven minutes behind schedule, then Licensee shall be charged for 20 additional minutes.
- h. Licensor reserves the right to eject any individual person or group for bringing any kick ball, soccer ball, hackey sack, volleyball or any other similar ball or object into any common area of the rink for any purpose whatsoever, including team stretches, warm-ups, off-ice sessions and plyometrics.
- i. Licensor reserves the right to eject any individual or group for using hockey sticks to shoot, dribble, puck handle, or play games in any area of the facility whatsoever, other than the ice surface itself.

7. Duties of Licensee.

- a. Licensee shall provide for the supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the rules and regulations set forth in "Exhibit B" attached hereto, and all other and further rules and regulations posted in the Arena. Licensee shall execute the Locker Room Contract attached hereto as part of "Exhibit B." Licensee shall transmit all executed Locker Room Contracts to licensor within a reasonable time after they have been executed.

- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. Licensee shall address all concerns as they relate to the condition of the ice with the manager on duty and not with the driver of the ice resurfacing machine.
- h. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for Licensee's activities.
- i. Licensee shall clear ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open. Licensee acknowledges that Licensor and its operators require a minimum of ten full minutes to safely and effectively resurface the ice to the highest possible standards. Violation of this ten minute stipulation shall result in actions outlined in paragraph 6, section (f).
- j. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:

- USA Hockey
- Amateur Hockey Association of Illinois
- National Hockey League

- k. Licensor shall notify Licensee of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee 30 days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- l. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, two team locker rooms, a maximum of 4 nets and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C."
- b. Licensor shall provide one ice resurfacing per hour specific to the ice times listed in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, placement of all nets and boards, maintenance of lighting and ice surfaces, heating, and cleaning of locker rooms.
- d. Licensor shall provide Licensee with access to certain common areas of the Arena and Redmond Park facilities (specifically including the weight room), as schedule allows.

- 9. Assumption of Risk.** Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any casualty, event, happening, or thing beyond the reasonable control of either party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.

- b. Such excuse of performance shall continue until such time as said casualty, event, happening, or thing is remedied.

14. Arena

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in its full compliance with this License.

15. Miscellaneous

- a. **No assignment.** This License may not be assigned by Licensee without Licensor's prior written consent.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and this License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions contained in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice

a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail in .pdf file format as follows:

i. For Licensor:

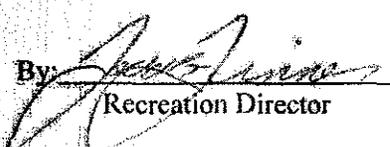
Village of Bensenville
Attn: Todd Finner
735 East Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us
(630) 594-1103 (Fax)

ii. For Licensee:

Chicago Mission AAA Hockey Club
Attn: Andrea Hahn
6690 South Route 53
Woodridge, IL 60157
danandandreaahn@aol.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: 

Recreation Director

Attest: 

Arena Manager

CHICAGO MISSION AAA HOCKEY CLUB

By: 

Its PRESIDENT

Attest: 

EXHIBIT A

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. Assumption of risk. I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and THE CHICAGO MISSION AAA HOCKEY CLUB, an Illinois Corporation. I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.

II. Release and waiver of claims agreement. In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of THE CHICAGO MISSION AAA HOCKEY CLUB, at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and THE CHICAGO MISSION AAA HOCKEY CLUB, due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.

III. Binding effect of this agreement. In the event of my death or incapacity, this agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.

IV. Entire agreement. This agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

signature of participant

signature of parent or guardian if participant is a minor

date

EXHIBIT B

THE EDGE ICE ARENA LOCKER ROOM SIGN OUT SHEET

LOCKER ROOM _____ RINK _____

ATTENTION ALL TEAMS REPRESENTATIVES

All information requested below is required to check out keys.

Refusal to supply required information will result in this facility denying issuance of locker room to your team.

** Please note existing damage will be listed on the back side of the this form along with a list of damage charges**

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced.

- ❖ No food or sports drinks allowed in the lockers rooms WATER ONLY IS ALLOWED.
- ❖ Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas, and particularly the locker room and hallways.
- ❖ Chewing tobacco is not allowed in the arena- Violation will result in immediate ejection from the facility.
- ❖ All trash must be picked up in the locker room before this form is deemed ACCEPTABLE.
- ❖ MUST BE 18 or older and present a valid driver's license to obtain a locker room key.
- ❖ Players and/ or team that bang sticks on the all and floors and walls as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM THE TEAM MEMBERS.

I agree to accept full responsibility for the cleanliness and the damages that may occur during the listed teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The locker room must be clean and free from any acts of vandalism upon inspection.

Date: _____ Ice Time: _____ Team: _____ Organization: _____

Printed Name: _____ Signature: _____ Phone Number () _____

Employee Use only: Issued By: _____ Inspected By: _____ ACCEPTABLE OR NOT ACCEPTABLE

Date: _____ Ice Time: _____ Team: _____ Organization: _____

Printed Name: _____ Signature: _____ Phone Number () _____

Employee Use only: Issued By: _____ Inspected By: _____ ACCEPTABLE OR NOT ACCEPTABLE-

Date: _____ Ice Time: _____ Team: _____ Organization: _____

Printed Name: _____ Signature: _____ Phone Number () _____

Employee Use only: Issued By: _____ Inspected By: _____ ACCEPTABLE OR NOT ACCEPTABLE

Date: _____ Ice Time: _____ Team: _____ Organization: _____

EXISTING DAMAGES AND PRICE LIST FOR NEW DAMAGES

Your team will be held liable for all damages to locker rooms that occurred in the contracted time frame. The following list outlines the **replacement cost** that your team will be charged for any and all new damages. * **PRICE LIST DOES NOT REFLECT LABOR COSTS AND ARE SUBJECT TO CHANGE.** On the left side of the sheet you will notice a check list notating existing damages to the locker room.

<u>EXISTING DAMAGE</u>	<u>DAMAGES</u>	<u>PRICE LIST *</u>
	Paint touch up	\$ 60.00
	Damaged Bench	\$ 200.00
	Keys	\$ 5.00
	Locks	\$ 80.00
	Showerhead	\$ 50.00
	Outlet	\$ 30.00
	Outlet Cover	\$ 10.00
	Light Cover	\$ 100.00
	Light Fixture	\$ 100.00
	Light Sensor Switch	\$ 100.00
	Thermostat	\$ 500.00
	Toilet	\$ 500.00
	Sink	\$ 400.00
	Toilet Partition	\$ 500.00
	Shower Partition	\$ 500.00
	Emergency Lights	\$ 500.00
	Coat Hooks	\$ 250.00
	Damaged Ceilings	\$ 1,000.00
	Damaged Doors	\$ 1,000.00
	Room Deodorizer	\$ 100.00

EXHIBIT B-1

ADDITIONAL LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. **Skates** must be kept on the rubber floor only and not on or around the bleachers.
2. **Playing** hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. **Players** must be fully clothed when outside of the locker room.
4. **Roller blades**, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. **No pets** allowed in rink.
6. **The ice re-surfacer** (Zamboni) will not start until all players are off of the ice and doors are closed.
7. **User** will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. **If a practice** or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at **6:30 pm**. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. **Users** do not have access to the office or any office equipment within it.
9. **For the protection** of all customers, all video and audio electronic recording devices are prohibited from all locker rooms within the facility.
10. **Alcohol** and tobacco is strictly prohibited from all locations within the facility, specifically including locker rooms.

Exhibit B - 2

Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
ANA Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	<input type="checkbox"/>
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>
Internet Needs Do you need a hotspot for dedicated a wireless signal		<input checked="" type="checkbox"/>
Electrical Requirements Please specify all electrical requirements.		<input type="checkbox"/>
Microphone Please specify if you will require the use of a microphone.		<input type="checkbox"/>
Check In Tables Please specify the number of tables required and location desired.		<input type="checkbox"/>

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots

In each Annual Operating Year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, from the start of the 3rd week in August through and including the end of the 1st week in March, specifically excluding:

- The 4th weekend in September
- The World Hockey Invite
- The ACHA Showcase
- Thanksgiving Day and the three days following
- December 24 – January 1
- MLK weekend
- The first weekend in February
- President's Day weekend

Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the detailed schedule released by July 15.

Tuesday

5:20 – 6:30 pm Jefferson West

6:40 – 7:50 pm Jefferson West

Wednesday

5:20 – 6:35 pm Jefferson West

8:05 – 9:20 pm Jefferson West

Thursday

5:20 – 6:35 pm Jefferson West

6:45 – 8:00 pm Jefferson West

Saturday

2:00 – 4:00 pm Jefferson West

4:10 – 6:10 pm Jefferson West

B. Spring Ice Slots

In each Annual Operating Year, from the period beginning the second week of April through and including the end of the second week in June, Licensee agrees to purchase from the ice arena the hours set forth in the following schedule.

Tuesday

7:20 – 8:30 pm Jefferson West

8:40 – 9:50 pm Jefferson West

Thursday

7:20 – 8:30 pm Jefferson West

8:40 – 9:50 pm Jefferson West

Sunday

6:10 – 7:20 pm Jefferson West

7:30 – 8:40 pm Jefferson West

C. Summer Ice Slots

In each Annual Operating Year, Licensee agrees to purchase from the ice arena all hours specified as Midget tryouts as advertised on club website and approved as specified on the AHAI tier 1 tryout grid.

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 10th day of October, 2015, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and Adult Ice Hockey Federation, Ltd. dba Hockey North America, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Adult Ice Hockey Federation, Ltd. dba Hockey North America (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on October 20, 2015 and shall continue for a period of one (1) year (the "Term") until October 19, 2017. This agreement includes any and all ice times reserved during this term. In no event shall the Term exceed one year.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 1st of each month for all charges due and owing the preceding month. All invoiced amounts shall become due and owing on the fifteenth day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of two hundred eighty five dollars (\$285.00) per hour for all times.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.

- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.

- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- j. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- k. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- l. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of

being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.

- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions contained in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.

- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Todd Finner, Director
735 E. Jefferson Street
Bensenville, Illinois 60106
(630) 670 - 3395
tfinner@bensenville.il.us

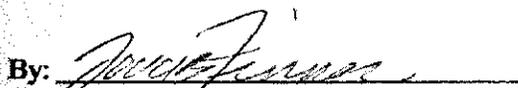
and

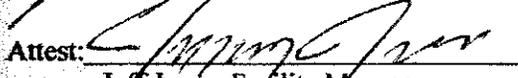
Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681 - 1020 (Fax)
marydickson@bond-dickson.com

ii. For Licensee:
Adult Ice Hockey Federation, Ltd. dba Hockey North America
Attention: Elliott Root
P.O. Box 78
Sterling, VA 20167-0078
(703) 430 - 8100
elliottroot@earthlink.net

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: 
Todd Finner, Recreation Director

Attest: 
Jeff Jones, Facility Manager

LESSEE

By:  PRES.

Its PRESIDENT / LEAGUE
DIRECTION

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and Adult Ice Hockey Federation, Ltd. dba Hockey North America, ("hereafter referred to as the "Licensee").** I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME SCHEDULE

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing all ice slots from Licensor as requested in addition to certain ice slots that will be added throughout the year as needed.

Exhibit D

Other facility rental fees and responsibilities

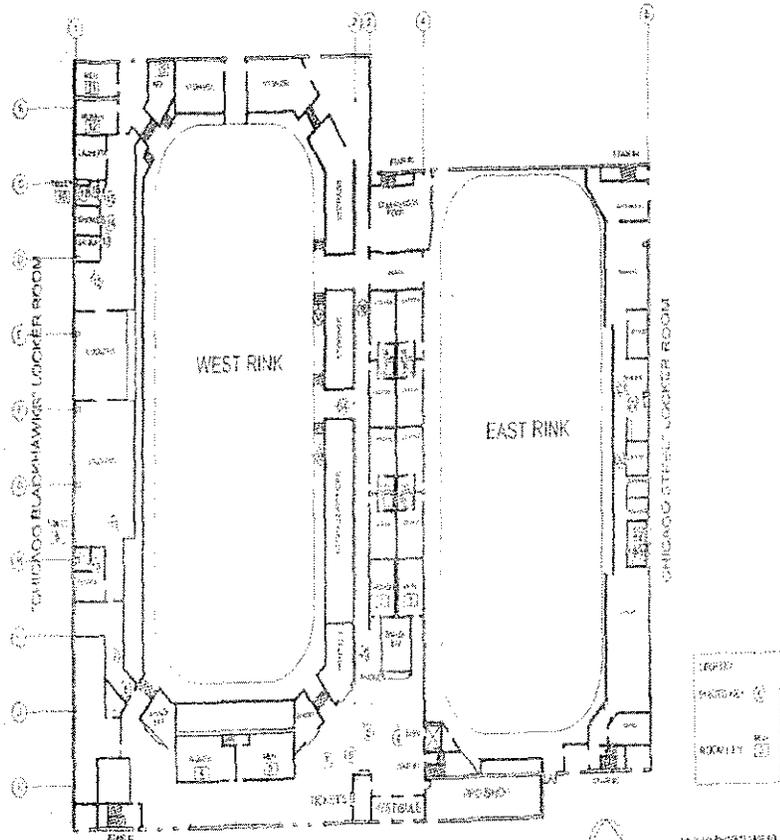
The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage depc Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
AHA! Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	<input type="checkbox"/>
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>
Internet Needs Please specify all internet requirements.		<input type="checkbox"/>
Electrical Requirements Please specify all electrical requirements.		<input type="checkbox"/>
Microphone Please specify if you will require the use of a microphone.		<input type="checkbox"/>

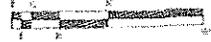
****Please list each vendor name and products to be sold in space below:**

Exhibit E

Vendor Space Designations (Please indicate your desired location)



GRADE LEVEL PLAN

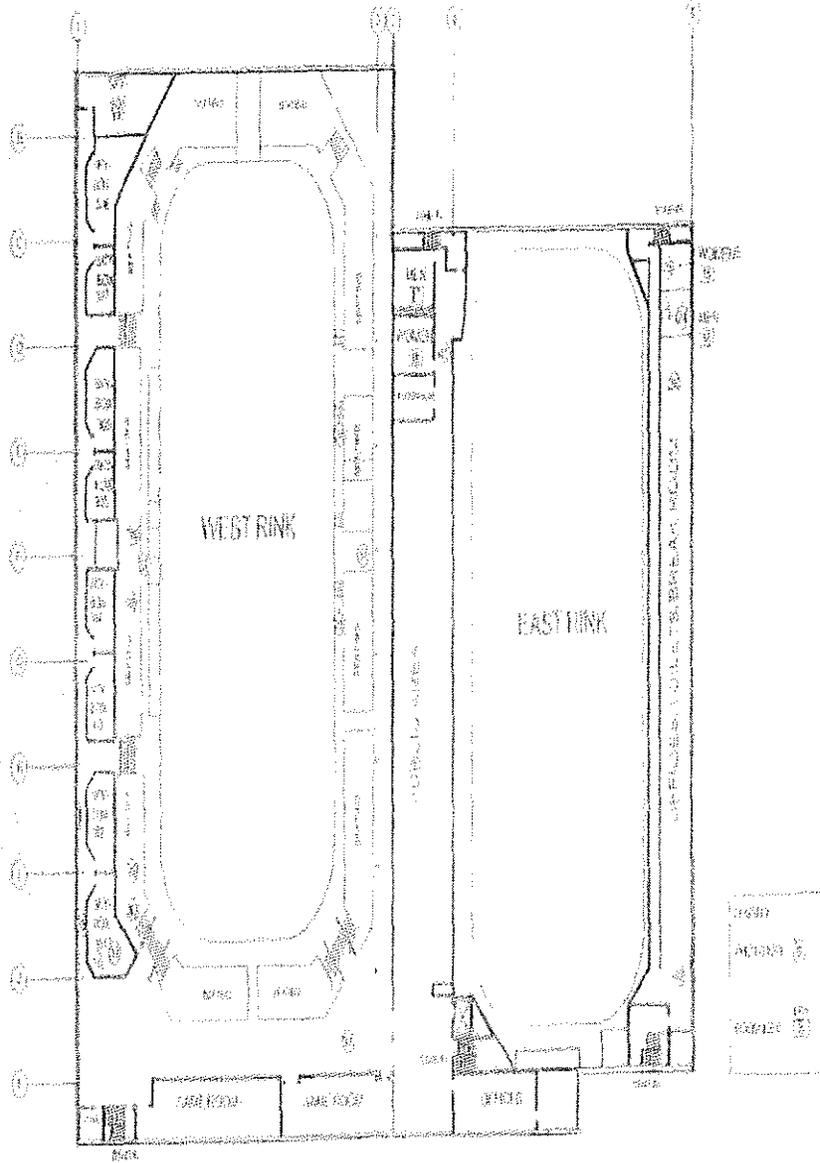


THE EDGE II ICE ARENA
BENSenville, ILLINOIS

77,264 S.F. (GRADE LEVEL)

Draft 12/20/04

X-1



UPPER LEVEL PLAN



THE EDGE II ICE ARENA
 BENSenville, ILLINOIS

ALL DIMENSIONS ARE IN FEET
 UNLESS OTHERWISE SPECIFIED
 DRAWING ASSOCIATES ARCHITECTS



Draft 1/10/14

X-2