

RESOLUTION 18-29

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH ANTIOCH WAVE SWIM TEAM FOR FACILITY USAGE, MAY 14, 2018

Whereas, The Village of Antioch, 874 Main Street Antioch, IL 60002, is a municipal corporation and political subdivision of the State of Illinois which owns and operates a public pool facility, the Antioch Aqua Center, located at 739 Main Street; and

Whereas, the Antioch Waves Swim Team, PO Box 402, Antioch IL 60002, is a volunteer organization within the Village which manages a competitive swimming program requiring use of a pool; and

Whereas, the Antioch Waves Swim Team desires to use the Village of Antioch's outdoor swimming pool and its changing room facilities, and the Village desires to accommodate the Swim Team;

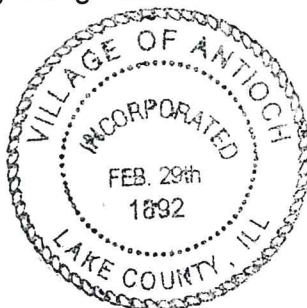
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree in the attached contract.

It is further agreed that both parties agree with the terms and conditions and by signing the contract, both parties are entered into a contractual agreement.

ADOPTED by the Village Board of Trustees of the Village of Antioch this 14th day of May, 2018.


Cheryl Mateja, Deputy Village Clerk


Lawrence M. Hanson



LICENSE AND AGREEMENT FOR LIMITED USE OF VILLAGE POOL FACILITIES

THIS AGREEMENT (hereafter referred to as the "Agreement") is made and entered into this 9th day of May, 2018, by and between the Village of Antioch, Illinois, (hereafter referred to as the "Village") and The Antioch Waves Swim Team (hereafter referred to as the "Licensee").

Whereas, The Village of Antioch, 874 Main Street Antioch, IL 60002, is a municipal corporation and political subdivision of the State of Illinois which owns and operates a public pool facility, the Antioch Aqua Center, located at 739 Main Street; and

Whereas, the Antioch Waves Swim Team, PO Box 402, Antioch IL 60002, is a volunteer organization within the Village which manages a competitive swimming program requiring use of a pool; and

Whereas, the Antioch Waves Swim Team desires to use the Village of Antioch's outdoor swimming pool and its changing room facilities, and the Village desires to accommodate the Swim Team;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of May 1, 2018 ("Effective Date"). This Agreement shall not be effective until the Village receives a copy of this Agreement executed by the President of the Board of Trustees of Licensee and the required insurance certificate approved by the Village Attorney along with a Resolution evidencing approval by the Village's Board of Trustees.
2. **Description of Agreement Premises.** The premises licensed by Village to Licensee includes the pool and locker rooms located at 739 Main Street in the Village of Antioch, Illinois ("Premises").
3. **Term and Licensee's Use.** The term of this License shall be for four (4) months, beginning on May 1, 2018 through August 31, 2018, for the specific use and dates as described below in this section. The Director of Recreation reserves the right to terminate this contract at any time at his/her sole discretion. Licensee shall use the Premises for swim practices and meets and not for any other use. In the event of a conflict with a Village activity where pool and changing room use is required, the Village shall contact the Designated Coach of Licensee and notify the Licensee of the unavailability of the premises as soon as the conflict is evident. No alternate arrangements need be made. The Village shall take notice of the Meet Schedule before scheduling any additional activities, recognizing the hardships of a competition scheduling. Any additional use or hours shall be subject to prior written request and approval of the Village in the Village's sole discretion. The lanes are defined in the attached Exhibit A.

- a. 2018 Practice Usage
 - Week 1: June 4-8 6:30-9:30am (Lanes 1-6)
 - Week 2: June 11-15 6:30-9:30am (Lanes 1-6)
 - Week 3: June 18-22 6:30-9:30am (Lanes 1-6, 6:30-8am; Lanes 1-4, 8:00-9:00am; Lanes 1-3, 9-9:30am)
 - Week 4: June 25-29 6:30-9:30am (Lanes 1-6, 6:30-8am; Lanes 1-4, 8:00-9:00am; Lanes 1-3, 9-9:30am)
 - Week 5: July 2, 3, 5, and 6 6:30-9:30am (Lanes 1-6)
 - Week 6: July 9-13 6:30-9:30am (Lanes 1-6, 6:30-8am; Lanes 1-4, 8:00-9:00am; Lanes 1-3, 9-9:30am)
 - Week 7: July 16-20 6:30-9:30am (Lanes 1-6, 6:30-8am; Lanes 1-4, 8:00-9:00am; Lanes 1-3, 9-9:30am)
 - Week 8: July 23-27 6:30-9:30am (Lanes 1-6, 6:30-8am; Lanes 1-4, 8:00-9:00am; Lanes 1-3, 9-9:30am)
 - b. 2018 Meet Usage
 - Meet 1: June 13, 3:30-9:30pm (Lanes 1-6)
 - Meet 2: June 27, 3:30-9:30pm (Lanes 1-6)
 - Meet 3: July 11, 3:30-9:30pm (Lanes 1-6)
 - Meet 4: July 25, 3:30-9:30pm (Lanes 1-6).
4. **Fee and Insurance.** A fee shall be payable in the amount of \$3,000.00 prior to use. If the Village is required to hire a manager or other authorized individual, the Licensee shall pay those additional expenses. Licensee agrees to maintain public liability insurance naming itself and Village as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. The Licensee shall carry liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The Licensee shall provide the original of a Certificate of Insurance to this effect upon signing this agreement. Further, the Licensee represents that all participants and staff have additional medical insurance and emergency room coverage as necessary. The policy expiration dates shall be no earlier than August 31, 2018.
 5. **Indemnification.** Licensee shall indemnify and hold harmless the Village including attorney's fees and expenses from any claims arising from Licensee's use of the Premises.
 6. **Usage.** Licensee shall comply with all state and local laws, regulations, codes, and ordinances. In addition, Licensee shall comply with all Village pool rules as shall be promulgated from time to time by the Village. Licensee hereby acknowledges receipt and full understanding of all current pool rules. Licensee shall not to use the Village's concession stand unless Village staff is present or Village staff is operating the concession stand. Antioch Wave Swim Team will be allowed continued usage of our storage area. However, upon written notice of the Village, such storage may be limited or vacated at the Village's sole discretion. Access to the facility is unauthorized unless a

Village pool manager is present. Parents and participants of the Antioch Wave Swim Team must stay on designated area on pool deck during practice times.

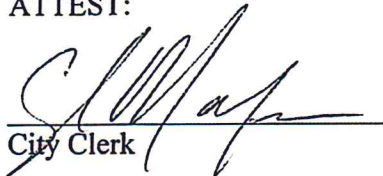
7. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will do nothing that may potentially increase the cost of Village's fire or public liability insurance.
8. **Staffing/Supervision & Safety.** Licensee shall provide a certified swim coach for all competitive swimming activities and to assure the pool's safety for participants. It shall be the responsibility of the Licensee to ensure the safety of its staff and all participants and to ensure that all staff and participants are properly trained in safety and health procedures and concerns. The Licensee shall immediately report any incidents to the Village in writing and shall fully cooperate with the Village in all regards. The Licensee shall assume all liabilities of injuries resulting from swim team related activities. All of Licensee's employees, agents, and representatives, shall be free of any criminal charge or conviction having any impact upon their ability to work with or be in the vicinity of minors.
9. **Lifeguard.** A fully certified lifeguard shall be present at all times. The Licensee will pay all costs for providing the lifeguard should additional staff, in the discretion of the Village, be required.
10. **Repairs.** The Village will make all necessary repairs to the Premises at Village's expense except when the repairs are caused by the misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear excepted.
11. **Improvements.** Licensee shall not cause any improvements, renovations, or other work to be done at the Premises. All of Licensee's personal property shall be removed by Licensee on a daily basis upon the completion of Licensee's hours of use hereunder, except as provided for in Paragraph 6.
12. **Abandoned Property.** All of Licensee's property remaining on the Premises shall be deemed abandoned and the sole property of the Village.
13. **Services.** The Village shall provide no services for Licensee's use except as specifically provided herein. Licensee agrees to place all garbage in a designated area. The Village agrees to maintain the electrical, plumbing, and structural systems on the Premises.
14. **Damage to Building.** If the Premises are damaged or destroyed by fire or any other cause, then Village may, give Licensee notice of election to terminate this Agreement.

15. **Village May Terminate.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Village may, on written notice to Licensee terminate this Agreement.
16. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally, telecopied, or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Village, at Village Hall's address set out in this Agreement; or (c) at such addresses as Licensee or Village from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.
17. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained on the Premises if caused by strikes, mechanical difficulties, weather, or any other causes beyond the Village's control shall not entitle Licensee to any claim against Village or to any abatement in fee, nor shall they constitute constructive or partial eviction.
18. **Elements of Construction Eviction.** Licensee shall not be entitled to claim a constructive eviction from the Premises.
19. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.
20. **Venue and Waiver of Jury Trial.** Proper venue and jurisdiction shall exclusively be maintained by the Circuit Court for the Nineteenth Judicial Circuit in Lake County, Illinois. To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.
21. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
22. **No Assignment.** The Licensee is not permitted to assign sublet or transfer any aspect of this Agreement, in whole or in part, to any entity or person.
23. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of the Village and Licensee, their successors, legal representatives, and assigns.
24. **Entire Agreement.** This Agreement may not be modified except by written agreement signed by both of the parties hereto.

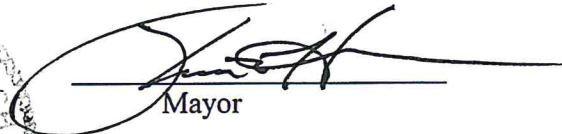
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of this 14 day of May, 2018.

FOR THE VILLAGE OF ANTIOCH, ILLINOIS:

ATTEST:

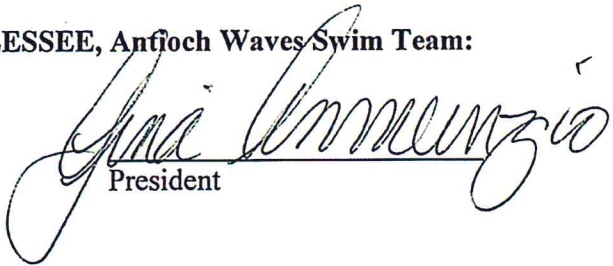

City Clerk




Mayor

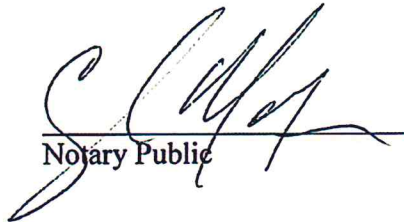
(SEAL OF THE CITY)

FOR THE LESSEE, Antioch Waves Swim Team:


President

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

On this 09 day of May, 2018, before me, a Notary Public, in and for said county and state, personally appeared Gina Annunzio, to me personally known, who, being by me duly sworn or affirmed, did say that (s)he is President of the Antioch Waves Swim Team, and that the foregoing instrument was signed on behalf of the said Antioch Waves Swim Team by the authority of its board of trustees, and the said President, did acknowledge the execution of this instrument to be the voluntary act and deed of the Antioch Waves Swim Team, by it voluntarily executed.


Notary Public

(SEAL)

