



**RIVER BEND GOLF CLUB RESTAURANT  
FOOD AND BEVERAGE SERVICES  
REQUEST FOR PROPOSALS  
JANUARY 29, 2024**

The Lisle Park District (the "District") is seeking proposals from qualified and established parties with a proven record of providing successful food and beverage services to operate the existing restaurant at River Bend Golf Club located at 5900 S. Rte. 53 in Lisle, Illinois.

The successful contractor will be expected to provide lunch and dinner daily to golf club patrons and the general public and will enter into a License Agreement with the Lisle Park District for the provision of these services.

The selection of the successful contractor shall be at the District's discretion. The District reserves the right to reject any and all proposals; to waive any formality, technicality or irregularity in any proposal; and to be the sole judge of the value and merit of the proposals offered. Such decisions by the District shall be final.

**A. General Information**

The District currently owns and operates River Bend Golf Club, which consists of a nine-hole golf course and a clubhouse facility that is home to a pro shop and a full-service, year-round restaurant and bar. The golf course facilitates over 30,000 rounds of golf per year and hosts numerous golf leagues and outings throughout the season. The restaurant facility ("Restaurant") has previously been operated by the Lisle Park District and most recently by a private entity. The Restaurant contains a fully equipped kitchen, bar, dining room, outdoor deck, freezers, coolers, and storage areas. In addition to providing services to golfers and casual diners, the Restaurant also provides food and beverage services for private events of various sizes. The Lisle Park District and the Restaurant property is currently tax exempt under Illinois Statute and is not subject to property taxes.

The District desires to enter into a license agreement with a responsible independent contractor to provide high quality food and beverage services for its golf club patrons and members of the general public.

**B. Scope of Services**

The selected company will staff, manage, and operate the Restaurant, and will be responsible for operational costs including supplies, materials, and the maintenance and repairs of the equipment required to deliver food and beverage services. The selected company is required to secure all licenses, permits, insurance, etc. The hours of operations have typically been seven (7) days a week, but the District is flexible on dates and hours of operation.

### **C. Examination of Site**

Please contact Dan Garvy at [dgarvy@lisleparkdistrict.org](mailto:dgarvy@lisleparkdistrict.org) schedule a site examination. In Exhibit #2, you will find the current equipment list. It is encouraged that the potential service provider examines the site in-person and familiarizes itself with the equipment list. A submission of a proposal implies that an examination of the equipment list and site has been made and the service provider is prepared to operate with all amenities.

### **D. Submission Process/Instructions**

Proposals will be received by email or U.S. Mail (digital copy in PDF format required, hard copy optional) until 10:00 a.m., February 23, 2024. Submittals received later than the posted deadline will not be considered. Submittals must be clearly identified as "Lisle Park District River Bend Golf Club Food & Beverage Services" and delivered to the address listed below, which is the contact information to be used for all communication regarding this project.

Dan Garvy, Director of Parks & Recreation  
Lisle Park District  
1925 Ohio Street  
Lisle, Illinois 60532

Telephone: (630) 353-4310  
Fax: (630) 964-7448  
Email: [dgarvy@lisleparkdistrict.org](mailto:dgarvy@lisleparkdistrict.org)

All submissions become the property of the Lisle Park District and will not be returned. As required by the Illinois Freedom of Information Act, all information in the proposals may become public information. All costs associated with submission preparation will be borne by the company submitting the proposal.

Interested firms must use the following outline when completing the Proposal:

- A. Letter of Interest.
  - 1. Provide a general overview of your proposal and how your company's approach is best suited to the needs and culture of the Lisle Park District.
  
- B. Firm Profile and Qualifications
  - 1. Describe your company history, mission and core values including years in business, locations of other establishments, etc.
  - 2. Describe what differentiates you from your competitors and how that will impact the quality of your services to the Lisle Park District and Restaurant patrons.
  - 3. Provide an overview of the resources that will be deployed to support the Restaurant services at River Bend Golf Club, including purchasing standards; relationships with local, regional, and national suppliers; staffing; technology; communication methods; etc.
  - 4. Provide resumes of key personnel, including who will be responsible for the day-to-day operations of the Restaurant with their specific roles clearly identified. The Lisle Park District reserves the right to check references to ensure that competent persons will be utilized in the performance of these services.
  
- C. Related Work Experience
  - 1. Describe your company's experience in operating similar food and beverage facilities. Interested firms must be engaged in the food and beverage industry for a minimum of five (5) years. Experience should be with restaurants of a family-friendly nature with high standards of customer service, decorum, and integrity. Experience should demonstrate the ability to maintain financial stability and withstand fluctuations in the labor market, food costs, and other economic conditions.

2. Depending on the corporate structure and/or financial capabilities of the proposer, additional security, including but not limited to personal guarantees, may be required at the Park District's discretion.

D. Project Approach

1. Describe the approach the firm will take to meet the expectations of the Scope of Services. This should include but is not limited to:
  - a. A general staffing structure.
  - b. Business Plan including a concept for the space.
  - c. Customer service philosophy.
  - d. Sample menu with pricing.
  - e. Any other considerations/offers.

E. Proposed term and license fees

1. The District prefers a License Agreement three (3) years in length with options to extend the agreement for two (2) additional years.
2. The annual fee is negotiable and will be paid in monthly installments. The total annual fee should escalate through the three (3) years of the agreement. Sharing profits over a certain threshold is encouraged as motivation to improve coordination between the parties to maximize profitability. Fees should be included in the proposal and presented as:

*Total annual license fee (Year 1):*      \$ \_\_\_\_\_  
*Total annual license fee (Year 2):*      \$ \_\_\_\_\_  
*Total annual license fee (Year 3):*      \$ \_\_\_\_\_

- F. Provide a project timeline with anticipated Restaurant opening date.

**E. Selection Process**

The Lisle Park District will evaluate the firms submitting proposals based on qualifications; ability of professional personnel; past record and general reputation; experience in successfully operating restaurants of similar size; proposed fees; current workload; availability of necessary resources such as staffing, vendors, and technology; any value-added services/offers; overall completeness, clarity, and quality of the proposal; and interviews and information provided by references.

On the basis of Lisle Park District's evaluation of each firm's submission including interviews and other information provided, if any, it will choose the firm(s) which it determines to be the most qualified to provide Food & Beverage Services and place them in rank order. The Lisle Park District will then contact the firm ranked most preferred and attempt to negotiate a License Agreement. The negotiations could include all aspects of services and fees including days and hours of operation, menu offerings, revenue sharing, license terms, etc. If the Lisle Park District is unable to negotiate a satisfactory agreement with the firm that is most preferred, negotiations with that firm will be terminated. The Lisle Park District will then, in its discretion, begin negotiations with the firm which is next preferred, and so on.

The selection process is expected to begin on February 23, 2024, and the Lisle Park District anticipates authorizing a finalized license agreement on March 21, 2024.

The Lisle Park District reserves the right to reject any and all submissions in whole or in part, to waive any and all informalities, and to negotiate an agreement with the firm the District, in its sole discretion, determines to be the most capable in being able to provide the requested services.

**F. Term**

The initial agreement is intended to be for three (3) years with an option for the District to renew for an additional two (2) years.

**G. Negotiations and Award**

After a review of the proposals based on the Selection Process identified above and possible oral presentations, the District intends to enter into license agreement negotiations with the highest ranked proposer. The District reserves the right to negotiate specifications, fees, terms and conditions, and to determine the highest/most responsible proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. These negotiations could include all aspects of services and fees including days and hours of operation, menu offerings, revenue sharing, license terms, etc. If a license agreement is not finalized in a reasonable amount of time as determined by the Lisle Park District, negotiations will open with the next ranked proposer.

The proposer to whom an offer is made shall be required to enter into a *Food and Beverage Operations License Agreement* with the District in substantially the same form attached hereto as Exhibit #1. The proposal, or any part thereof, may be incorporated into and made part of the final negotiated License Agreement.

**H. Reserved Rights**

The Lisle Park District reserves the right at any time and for any reason to cancel this Request for Proposals or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the proposer, the District has ninety (90) days from the published submission date to enter into an agreement with a proposer. The District may seek clarification from a proposer at any time and failure to respond promptly could be cause for rejection.

# REQUEST FOR PROPOSALS EXHIBIT #1

## LISLE PARK DISTRICT RIVER BEND GOLF CLUB RESTAURANT FOOD AND BEVERAGE OPERATIONS LICENSE AGREEMENT

This Food and Beverage Operations License Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **LISLE PARK DISTRICT** ("Park District") and \_\_\_\_\_ ("Licensee"). Park District and Licensee are hereinafter sometimes referred to individually as a "Party" or jointly as the "Parties."

### RECITALS

- A. Park District owns certain real and personal property located at 5900 S. Route 53, Lisle, IL, 60532, and commonly referred to as the River Bend Golf Club ("Golf Club").
- B. The Golf Club includes a variety of amenities and improvements, including a nine-hole golf course, a pro shop, and a full service restaurant and bar ("Restaurant" or "Premises").
- C. The Restaurant is a full-service restaurant and bar, serving amongst other things, alcoholic beverages, operated by the Park District, and currently improved with, among other things, a kitchen, bar, dining room, outdoor deck, freezers, coolers, and storage areas.
- D. Park District desires to contract with a responsible independent contractor to provide a quality food and beverage service, including the service of alcoholic beverages, for its Golf Club patrons and members of the general public (collectively, "Food Service").
- E. Licensee has represented to Park District that Licensee is an experienced food service operator capable of providing quality food and beverage services for the Golf Club patrons and members of the general public, and Licensee desires to obtain a license from Park District to provide the Food Service at the Restaurant, and Park District desires to grant a license to Licensee to provide that Food Service at the Restaurant.
- F. Park District deems it in the best interest of Park District to grant such license to Licensee.

NOW THEREFORE, in view of the foregoing premises and in consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

- 1. Incorporation of Recitals. The above and foregoing recitals and recitations are hereby fully incorporated into the body of this Agreement.
- 2. Grant of License. Subject to the terms and conditions of this Agreement, the Park District hereby grants to Licensee a license ("License") to sell to Golf Club patrons and members of the general public food, beverages, including alcoholic beverages, and related products as provided in this Agreement (collectively "Food Items") from the portion of the interior and exterior of the Restaurant designated as set forth on the attached **Exhibit A** (such designated location being referred to in this Agreement as the "Licensed Space"). Licensee and its employees, agents, vendors, guests, and invitees are also granted a right of ingress and egress over portions of the Premises designated by Park District for the purpose of providing the Food Service; provided, however that Licensee may only accept deliveries by vendors at hours which are not disruptive to Park District's activities at the Golf Club. Except as otherwise set forth herein, Licensee shall, at its sole cost and expense,

provide the Food Service at the Restaurant, and shall retain all profits generated therefrom. Notwithstanding the foregoing, Park District reserves the right to continue to: (i) offer limited food and beverages in other areas of the Golf Club, including but not limited to the pro shop; (ii) to operate a beverage and snack cart in and around the Golf Club for patrons on the golf course; and (iii) retain all proceeds related thereto, provided, however, that in no event during the term of this Agreement, as may be extended, shall Park District allow to operate or operate any other full service sit down restaurant that offers food and alcoholic beverages, except for the Restaurant at River Bend Golf Club.

3. Use of Park District Equipment.

- i) In its conduct of the Food Service, Licensee shall be permitted to use the furniture and equipment owned by the Park District and listed on **Exhibit B** attached to and incorporated by reference in this Agreement (collectively, "Licensed Equipment"). Licensee shall exercise good care in its use of the Licensed Equipment and shall be responsible for maintaining the Licensed Equipment in as good or better condition as existed immediately prior to Licensee's use thereof, ordinary wear and tear accepted. The maintenance of an orderly and clean appearance of the Licensed Space and maintenance in good condition and repair of the furnishings and equipment in the Licensed Space is an essential obligation of Licensee. Licensee shall not remove any of the Licensed Equipment from the Licensed Space. In the event that during the License Term any of the Licensed Equipment is damaged, destroyed, or fails to operate because of Licensee's wrongful act, omission, or neglect, or is otherwise missing, Licensee shall pay the reasonable cost for repair or replacement as determined necessary by Park District in its sole, reasonable discretion. In the event any of the Licensed Equipment fails to operate during the License Term through no fault of Licensee, Licensee shall determine if the Licensed Equipment should be repaired and shall pay the costs for such repair. Should the Licensee determine the Licensed Equipment should be replaced, the Licensee shall pay for such replacement. Under no circumstances shall the failure of Park District to repair or replace any Licensed Equipment constitute a breach by Park District of its obligations under this Agreement, or otherwise permit Licensee to terminate this Agreement, it being understood that the provision by Park District to Licensee of the use of the Licensed Equipment is not an obligation of Park District under this Agreement. Licensee shall provide all furniture and equipment not provided by Park District which is necessary for Licensee to properly carry out its obligations under this Agreement. At the conclusion of the License Term, as defined below, as may be extended, Licensee shall have the right to remove any and all furniture and equipment, which it has purchased; however, Equipment that was purchased as a result of Licensee's wrongful act, omission, or neglect shall remain the property of the Park District,
- ii) Any Licensed Equipment that needs to be moved or changed in any way must be done in conjunction with the Lisle Park District Staff. Any new pieces of equipment to be brought in to or located on the Licensed Space must be first approved in writing by the Park District. Failure to strictly adhere to the requirements of this subsection 3.ii. shall constitute an event of default and a material breach of this Agreement and may, in the Park District's sole discretion, result in termination of this Agreement and the license granted hereunder.
- iii) Licensee may access and utilize the existing electronic sign to promote the Restaurant. Messages must be relevant to the Restaurant and must be consistent with the Park District's values of decency and decorum. The Park District reserves the right to remove any Licensee messaging that it, in its discretion, determines inappropriate. The Park District reserves the right to utilize the same sign to promote River Bend Golf Club and

other Park District activities. Licensee and the Park District's marketing personnel will communicate regularly to coordinate electronic sign usage and messaging.

- iv) Licensee and Park District shall coordinate the replacement of the existing faces of the electronic sign and the sign currently affixed to the building to represent the Licensee's agreed upon Restaurant name and brand, the cost of which shall be borne by the Licensee.
4. License Term. The initial term of the License shall be for three (3) years, commencing on \_\_\_\_\_, 2024 and terminating on \_\_\_\_\_, 2027 ("Initial Term"), unless earlier terminated pursuant to Paragraph 21 of this Agreement. Thereafter, this Agreement and the license granted hereunder may be extended on the same terms and conditions set forth herein, upon mutual written agreement of the Parties executed prior to the expiration of the Initial Term, for an additional two (2) years, commencing on \_\_\_\_\_, 2027 and terminating on \_\_\_\_\_, 2029 ("Renewal Term"), unless earlier terminated pursuant to Paragraph 21 of this Agreement. The Initial Term and Renewal Term are collectively referred to as the "License Term").
  5. Food Items. Licensee understands that it is the desire of the Park District to offer to Golf Club patrons and members of the general public the widest quality menu possible consistent with considerations of safe and sanitary facility operation, space and equipment limitations, cost and consumer demand. Subject to compliance with applicable laws pertaining to the preparation and/or sale or delivery of same, Licensee is authorized to sell and serve food, hot and cold beverages, including alcoholic beverages, and confections. Any menus posted by Licensee shall be professional in appearance. Said menus shall be subject to prior approval by the Park District, in its sole, reasonable discretion. Licensee shall make every reasonable effort to ensure that all menu items shall be available and in stock at all times during the agreed days and hours of minimum operation as contemplated hereunder. The menu may expand or contract depending upon the foregoing considerations. Licensee shall not sell, or otherwise make available, any food or alcoholic beverage without first obtaining all required licenses and permits. Licensee shall be responsible to pay any and all fees, costs, fines and expenses relating to the issuance of any liquor license or permit necessary for the sale of liquor on the Premises or arising from the sale or consumption of liquor on the Premises, including but not limited to facility liquor licenses and dram shop insurance coverage reasonably required by the Park District in connection with Licensee's sale of liquor on the Premises. Licensee shall post its menu in a place clearly visible to the public. The size, type, location and method of installation of all signage must be approved by Park District.
  6. Days/Hours of Operation/Standard of Service. Licensee shall operate the Food Concession during all days and hours set forth in the schedule attached as **Exhibit C**, which is incorporated by reference in this Agreement, or as otherwise agreed by the Parties in writing. Licensee shall notify Park District in advance and in writing of any planned Restaurant closings for private parties. Licensee shall endeavor to provide as much advance notice of any closings for private parties as is practicable under the circumstance, but in no event less than seven (7) days prior written notice. The food service provided by Licensee shall at all times be sanitary, courteous, efficient, and sufficient to meet the demands of Golf Club patrons and members of the general public, and the Food Items shall be of high quality. Licensee specifically acknowledges and agrees that the Restaurant is an established brand representative of the Park District's values of decency, employee and patron conduct, employee uniforms/dress, etc. In consideration of Licensee's use and enjoyment of Park District's brand, facility, equipment, and established customer base, Licensee is expected at all times to operate the

Restaurant in a responsible manner that aligns with these values. Park District shall be the sole determiner of the adequacy of the Food Service and quality of the Food Items.

7. Fees and Payment.

As compensation for the License, Licensee shall pay to Park District fees as follows:

- a. During the License Term, Licensee shall pay to Park District a monthly license fee, each month, on or before five (5) days from the date of the Park District's license fee invoice ("License Fee") as follows:

<u>Initial Term</u>	<u>License Fee (per month)</u>
Year 1	
Year 2	
Year 3	

<u>Renewal Term (if exercised)</u>	<u>License Fee (per month)</u>
Year 4	
Year 5	

- b. In addition to the License Fee, if the annual gross revenue (defined for purposes of this Agreement as gross revenue less sales tax and gratuity) for each period commencing (month, day) and ending (month, day) during the License Term exceeds \$1,100,000, Licensee shall be responsible for an additional fee ("Additional License Fee") of 5% of any gross revenue that exceeds \$1,100,000. Licensee shall notify the Park District of the amount of the prior year's total gross revenue under this Agreement and shall make payment of the Additional License Fee, if any, on or before one month from the anniversary date of the license year. Licensee shall also be responsible for paying Park District 10% of gross revenue from any Golf Club initiated special event or outing to which Licensee provides service. This payment shall be made by the month following the event with an accounting accompanying payment.
- c. Licensee will pay to Park District a late charge of \$50 per day for each day any portion of the License Fee remains unpaid after the due date therefore; provided, however, that this late charge is not intended to be a substitute for, waiver of, or limitation on, any other remedy to which Park District may otherwise be entitled because of Licensee's non-payment or late payment of all or any portion of the License Fee.

8. Special Events. As further consideration for the License granted hereunder, Licensee shall provide food and beverage services for Park District meetings, programs, and events (collectively, "Park District Special Events") at a discount of 20%. Licensee shall not charge Park District a room fee or set-up fee for Park District Special Events. The Parties shall meet from time-to-time to discuss the Park District Special Events and shall mutually agree on the number, dates, times, and durations of the Park District Special Events.

9. Security Deposit. As security for the performance of Licensee's obligations under this License Agreement, contemporaneous with the execution and delivery of this License Agreement, Licensee shall deposit (the "Security Deposit") with Park District the sum equal to one month license fee. Park District shall not be required to keep this Security Deposit in a separate account and Licensee shall not be entitled to interest thereon.



If Licensee shall fully and faithfully comply with and discharge its responsibilities under all of the provisions of this Agreement, the Security Deposit or any balance thereof shall be returned to Licensee not later than 30-days after the expiration of this License. If Licensee defaults under or breaches any provision of this Agreement, including without limitation those provisions relating to the payment of the License Fee, Park District may use, apply or retain all or any part of the Security Deposit towards the payment of any sum in default, or towards the payment of any other amount which Park District may spend or become obligated to spend by reason of Licensee's breach or default, or to compensate Park District for any other loss, cost, damage or expense which Park District may incur or suffer by reason of Licensee's breach or default. In the event Park District uses all or any portion of the Security Deposit as permitted in this Paragraph 9, and as a condition to continuation of the License, Park District reserves the right to require Licensee to deposit additional sums necessary to restore the Security Deposit to the required amount.

Licensee understands and acknowledges that the Security Deposit does not constitute prepayment of all or any portion of the monthly Licensee fee payable under this License Agreement and is deposited solely as security for Licensee's full and faithful performance under and compliance with the provisions of this Agreement, and Licensee may not and shall not apply all or any portion of the Security Deposit, or any balance thereof, towards payment of any one or more installments of the monthly License Fee provided for in Paragraph 7, above. Licensee further understands and acknowledges that the Security Deposit is not intended to constitute and shall not constitute a deposit in the nature of liquidated damages in the event of Licensee's breach of or default under this Agreement. The right of Park District to use the Security Deposit in the manner permitted by this Agreement and the Park District's exercise of such right shall not constitute a waiver of or preclude Park District from exercising any other rights and remedies, or from recovering damages, available at law or in equity by virtue of Licensee's failure to carry out its obligations under, or its breach of or default under, this Agreement.

10. Maintenance of Books and Records/Inspection. During the License Term, Licensee shall maintain complete and accurate books and records in sufficient detail, in accordance with GAAP and all applicable laws, rules, ordinances and regulations, to enable verification of its operations, performance, and payment obligations under this Agreement. Such records shall be preserved and maintained for a period of at least three (3) years after the end of the calendar year in which they were generated, or for such longer period as may be required by applicable law, and shall be open to inspection and audit by the Park District or its authorized representatives, no more frequently than once in any twelve (12) month period, at reasonable times and under reasonable conditions and upon at least thirty (30) days prior written notice to Licensee.
11. Duty of Care: Maintenance; Repairs and Alterations. Licensee (a) has examined the Premises, the Licensed Space and the Licensed Equipment prior to execution of this Agreement and is satisfied with their condition; (b) acknowledges that no representation as to the condition or repair thereof has been made by Park District other than as expressly contained in this Agreement; (c) acknowledges that no agreement or promise to alter, repair or improve the Premises, the Licensed Space, or Licensed Equipment other than as expressly contained in this Agreement, has been made by Park District; and (d) agrees to return to Park District, the Premises, the Licensed Space, and the Licensed Equipment, in a condition as good or better as when first used by Licensee, reasonable wear and tear excepted.

Licensee shall maintain the Licensed Space and all fixtures, equipment, machinery and other personal property located thereon and therein in a clean, neat, orderly, sanitary, pest-free and safe condition and in conformity with applicable federal, state, county and local laws, ordinances, rules and regulations.

Park District shall maintain and repair, at its sole cost and expense, all structural, electrical, and mechanical components of the Premises and Licensed Space, including but not limited to, HVAC, plumbing, electrical, fire suppression, roofing, sewer, and shall supply heat, water and electricity for the Licensed Space. Licensee shall reimburse Park District for 85% of gas, electrical, and water/sewer costs. Licensee shall reimburse Park District for these utilities on a monthly basis, the invoicing for which will be included with and will be in addition to the Monthly Licensee Fee. Notwithstanding the foregoing, the furnishing of these utilities shall not be a condition precedent to Licensee's performance of any of its obligations under this Agreement. Unless caused by the reckless or willful misconduct of Park District, Park District shall not be liable for damages resulting from the interruption of any utility services provided to the Premises or the Licensed Space, including, but not limited to, power outages, or Park District shutoff for purpose of repair.

Licensee shall be solely responsible for obtaining and paying all costs for telephone, internet, Wi-Fi services, cable/satellite television.

Licensee shall provide all janitorial supplies and services required to properly clean and operate the Licensed Space and the equipment and furnishings. Licensee shall maintain the shared restrooms in a clean, neat, orderly, sanitary, pest-free and safe condition with adequate stock of paper products at its sole expense for the duration of this License Agreement.

Licensee shall pressure wash the exterior deck once annually, the cost of which shall be disclosed to Park District and 50% of said cost will be used as a credit to the Licensee as identified and defined in Section 13 below ("Exterior Maintenance Credit").

Licensee shall be responsible for sanitation of garbage containers and the garbage storage areas of the Licensed Space and shall provide for hauling the garbage and refuse from the Licensed Space at Licensee's sole cost and expense. Park District will utilize best efforts to ensure that no garbage from the golf course will be placed in the dumpsters located in the Licensed Space.

Park District shall maintain the landscaping and grounds surrounding the Premises. Licensee shall be responsible, at its sole cost and expense, for the snow removal in and around the Premises, including the parking lot and all sidewalks, pathways, walkways, and stairs that provide parking for, or access to or from, the Restaurant.

Licensee shall permit inspection of the Licensed Space by authorized representatives of state, county or local departments of public health or any other agency exercising similar jurisdiction and by representatives of the Village of Lisle to ensure compliance with Village laws, rules and regulations pertaining to liquor control; shall promptly and fully comply with any recommendations or requirements of same; and shall be solely responsible for any fines or citations issued in connection therewith. Park District shall have the option, but not the duty, to perform monthly inspections of the Premises and the Licensed Space, and Licensee shall similarly permit such inspection of the Premises and the Licensed Space by Park District or its designated representatives.

Licensee shall not perform any repairs (other than to its own personal property) or make any installations or alterations without notification to and prior written permission from Park

District. Any equipment installation by Licensee shall be in accordance with applicable building codes and health ordinances and any conditions imposed by Park District. Any remodeling or repairs required as the result of the installation or removal of any equipment shall be completed only with Park District's prior written consent and at Licensee's sole cost and expense to the reasonable satisfaction of Park District. All improvements, fixtures and personal property located in, on or affixed to the Licensed Space prior to Licensee's first entrance therein, are and shall remain the property of Park District. Alterations, improvements and fixtures made or installed by Licensee shall become the property of Park District at the end of the License Term, unless Park District requires Licensee to remove same. Licensee shall be responsible for and shall pay to Park District promptly upon demand, the full cost of any restoration or repair to the Premises, Licensed Space, or Licensed Equipment which results from the removal of such alterations, improvements and/or fixtures.

12. Restaurant Promotions: Except as follows, Licensee shall be solely responsible for promotion of the Restaurant and the Food Services. Licensee shall provide a link to the Restaurant website for the Park District to include on its River Bend Golf Club website ([www.riverbendgolfclub.org](http://www.riverbendgolfclub.org)) and the Lisle Park District website ([www.lisleparkdistrict.org](http://www.lisleparkdistrict.org)). Licensee shall provide a link to River Bend Golf Club and the Lisle Park District on Licensee's Restaurant website.
13. Access; Inspection. Park District shall retain keys and security alarm codes to the Restaurant and the Licensed Space and shall provide Licensee with duplicate keys and security alarm codes thereto. Licensee shall not change the locks. At times when the Golf Club is not staffed by Park District personnel, Licensee is responsible for facility supervision and securing the Premises and the Licensed Space at the conclusion of Licensee's events. Park District reserves the right to enter upon the Licensed Space at any reasonable time to ensure compliance by Licensee with the covenants of this Agreement, and to do any and all work of any nature which it deems necessary for the preservation, maintenance and operation of the Licensed Space or other portions of the Golf Club affected by Licensee's operations. Licensee shall be liable for all expenses incurred by Park District, including hourly labor charges, for work done to preserve and maintain the Licensed Space or other affected portions of the Golf Club when such work is required by virtue of Licensee's negligence or non-compliance with its obligations under this Agreement.

Park District also reserves the right to evaluate the services of Licensee and its performance under this Agreement, generally, and in the event such services or performance are not in conformity with the requirements of this Agreement as determined by Park District in its sole, reasonable discretion, to terminate the License in accordance with Paragraph 21, below. The foregoing rights of Park District are not intended to create and shall not be construed as creating or imposing any affirmative obligation on the part of Park District to inspect, maintain or repair the Licensed Space or any other portions of the Golf Club, nor any liability on the part of Park District for its failure to make any such inspections or repairs or to perform any maintenance function required otherwise to be performed by Licensee under this Agreement.

14. Independent Contractor Relationship.
  - a. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to Park District arising out of this Agreement shall be that of an independent contractor. Licensee has sole and exclusive rights and responsibilities with respect to and control over (i) the means and methods by which it conducts the Food Concession; (ii) its employees, including without limitation their terms of employment, working conditions, compensation and discipline; and (iii) the terms

under which it contracts with third parties. Neither Licensee nor any employee or agent of Licensee is an employee or agent of Park District and therefore is not entitled to any benefits provided by Park District to its employees. Licensee has no authority to employ/retain any person as an employee or agent for or on behalf of Park District for any purpose. Neither Licensee nor any person engaging in any work or services related to the License at the request, or with the actual or implied consent, of Licensee may represent himself to others as an employee of Park District. Should any person indicate to Licensee or any employee or agent of Licensee, by written or oral communication, course of dealing, or otherwise, that such person believes Licensee or any employee or agent of Licensee to be either an employee or agent of Park District, Licensee shall immediately notify Park District in writing of such contact and shall use its best efforts to correct such belief. In accepting delivery or paying for any goods or services for the Food Concession, Licensee shall do so in Licensee's own business name and not in the name of Park District. Licensee shall not include the words "Lisle Park District" or variations thereof on any checks, drafts, notes, invoices or in the letterhead of any stationery of Licensee. However, for the sole purpose of delivery of supplies, Licensee shall be allowed to use the name "River Bend Golf Club" as a reference to location only.

- b. Prior to commencing the Food Service or prior to the first utilization of a vendor, Licensee shall provide Park District with a complete list of the names and addresses of vendors from whom Licensee will be purchasing goods and/or services in connection with the Food Service. Licensee understands and acknowledges that the purpose of such list is to enable Park District, if it chooses, to notify the vendors of the independent relationship of Licensee and to advise them that Licensee and not Park District is solely responsible for the payment of goods or services purchased from such vendors.

15. No Liability.

- a. No Liability of Park District. Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including without limitation Licensee's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the License or operation of the Food Service. Park District is not liable for acts or omissions of Licensee or any of the Licensee's employees, contractors, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Licensee.
- b. No Liability of Licensee. Licensee is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including without limitation Park District's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the operation of Park District facilities (separate and apart from the Restaurant) and/or the Golf Club. Licensee is not liable for any acts or omissions of Park District or any of Park District's employees, contractors, agents or other persons purporting to act at the direction or request on behalf or with the actual consent of the Park District.

16. Indemnification.

- a. Indemnification of Park District. To the fullest extent permitted by law, Licensee shall indemnify and hold harmless Park District, its park commissioners, officers, employees, agents and volunteers against and from any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees,

which any such indemnified person or entity may sustain, incur or be required to pay for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License or the operation of the Food Service and the activities contemplated by this Agreement, except that Licensee shall have no liability for damages or the costs incident thereto caused solely by the negligent or intentional wrongful act of Park District. Licensee shall similarly protect, indemnify and save harmless the Park District, its park commissioners, officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Licensee's breach of any of its obligations under, or Licensee's default of, any provision of this Agreement. Nothing contained in this Agreement is intended to be, or shall operate as, a waiver by Park District of the immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

- b. Indemnification of Licensee. To the fullest extent permitted by law, Park District shall indemnify and hold harmless Licensee, and its officers, employees, agents, members and managers, from and against, any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees, which any such indemnified person or entity may sustain, incur or be required to pay for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the negligent or intentional wrongful acts of Park District or its employees in anyway related to the Golf Club or other associated activities or operations of Park District.
17. Insurance. In furtherance and not in limitation of its foregoing indemnification obligation, Licensee shall obtain and maintain at all times during the License Term insurance coverage written for not less than the limits of liability, and under all the other terms and conditions, set forth in **Exhibit D** attached to and incorporated by reference in this Agreement, and shall name Park District as an additional insured with respect to all such coverage.
18. Compliance with Laws.

Licensee shall comply fully and cause its employees to comply fully with all federal, state, county and local laws, rules and regulations applicable to its operation of the Food Concession and performance of its obligations under this Agreement, and shall obtain at its own cost and expense all permits and licenses which may be required in order for Licensee to conduct its business operations with respect to the Food Service, including without limitation the following:

- a. Licensee shall comply fully and cause its employees to comply fully with all laws, ordinances, rules and regulations pertaining to food preparation, service and sanitation, and sale and service of alcoholic beverages. Without limiting the generality of the forgoing, Licensee shall strictly obey all federal, state and local laws, ordinances, rules and regulations pertaining to the sale and service of alcoholic beverages, including, but not limited to, the Lisle Village Code as now and hereafter amended and prohibition on sales or service to minors. Licensee shall not sell, or otherwise make available any food or alcoholic beverage without first obtaining all required licenses and permits.
- b. Licensee shall comply and to cause its employees to comply fully with the Title VII of the federal Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Illinois Human Rights Act and the Americans

with Disabilities Act and with all applicable rules and regulations promulgated thereunder, and Licensee represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of Licensee's services, nor denied employment opportunities by Licensee, on the basis of race, creed, color, religion, sex, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, marital status, unfavorable discharge from military service, association with a person with a disability, or any other basis prohibited by applicable law.

Licensee certifies that it currently has in place, and shall maintain in place during the License Term, a written sexual harassment policy as required under the Illinois Human Rights Act.

- c. Licensee certifies that no official, employee or agent of Park District has been employed or retained to solicit or aid in the procuring of this Agreement or will be employed or otherwise benefit from this Agreement.
  - d. Licensee certifies that neither it nor any of its officers or directors has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or made an admission of guilt to such conduct which is a matter of record but has not been prosecuted for such conduct, in violation of the Illinois Purchasing Act.
  - e. Licensee certifies that neither it nor any of its officers or directors has been convicted of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code, pertaining to bid rigging or bid rotating.
  - f. Licensee shall notify Park District immediately if at any time during the License Term circumstances change such that any such information or representation becomes untrue or misleading in any respect.
19. Real Estate/Leasehold Taxes. Licensee shall be responsible to pay any and all real estate, leasehold or other tax, which may be assessed against all or any portion of the Premises solely as the result of Licensee's operation of the Restaurant or the grant of the License to Licensee.
20. No Lease. The Licensed Space is not leased to Licensee; it is a licensee and not a lessee thereof and its continued use of the Licensed Space is specifically subject to the terms of this Agreement.
21. Termination.
- a. This Agreement and the License granted hereunder may be terminated prior to its expiration under any of the following circumstances:
    - i. In the event Licensee shall breach or be in default, under any of the provisions of this Agreement (with the exception of Paragraph 18 or subparagraphs 19a, 1b, 19c, 19d, 19e or 19f), District may terminate this Agreement and License if Licensee shall not have cured (or commenced to cure in the event such breach of default is of a nature that it cannot be cured within five days, provided such cure shall be effectuated to completion with diligence by Licensee) such default within five (5) days after District shall have notified Licensee thereof in writing; provided, however, that if Licensee shall have breached or been in default under the

same or any other provision of this Agreement on a previous occasion, District may terminate the Agreement and License immediately without affording Licensee an opportunity to cure the breach or default, upon written notice to Licensee. Park District shall have the right to suspend Licensee's License during a cure period.

- ii. In the event Licensee shall breach or be in default under Paragraph 18 or subparagraphs 19a, 19b, 19c, 19d, 19e, or 19f of this Agreement, District may terminate the License immediately upon written notice to Licensee or in the case of Paragraph 18 may suspend the License until such insurance coverages are obtained, without affording Licensee an opportunity to cure the breach or default.
- iii. In the event Licensee shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of his property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, the Agreement and License shall automatically terminate.
- iv. In the event District discontinues the operation of the Golf Club for any reason whatsoever, the License shall automatically terminate. In the event District suspends the operation of the Golf Club for any reason the License shall automatically be suspended for the same period. In the event of said discontinuation or suspension, Licensee shall have no further obligation to pay any License Fees to Park District from the date of discontinuance and/or suspension going forward.
- v. In the event the Licensed Space is rendered unusable by reason of fire or other casualty, the Park District may terminate this Agreement or elect to repair. If Park District elects to repair, this Agreement shall remain in effect, provided that if the Park District does not complete such repairs within thirty (30) days from the date of the occurrence of the casualty, Licensee shall have the option to terminate this Agreement. During any period of repair, Licensee shall not have any obligation to pay License Fees to Park District.
- vi. In the event Park District shall fail to perform any of its material obligations under this Agreement, Licensee may terminate this Agreement and License if Park District shall not have cured (or commenced to cure in the event such failure is of such a nature that it cannot be cured within five days, said cure which shall be effectuated to completion with diligence by Park District) such failure within five (5) days after Licensee shall have notified Park District thereof in writing.

In the event of termination under this Paragraph 21, all rights of Licensee and obligations of Park District shall cease. Park District's right to collect sums due from Licensee under this Agreement and remedies for breach of this Agreement and Licensee's obligations to make such payments and compensate Park District for such breach shall continue after termination of this Agreement and License.

22. Licensee's Licenses, Permits and Approvals. Licensee's obligations under this Agreement shall be conditioned upon Licensee obtaining all necessary and desirable licenses, permits and approvals, including but not limited to, a liquor license, that Licensee deems

necessary or desirable in connection with the operation of its business. In the event that Licensee does not obtain said licenses, permits or approvals that it deems necessary or desirable in connection with the operation of its business through no fault of Licensee, it may terminate this Agreement without penalty and with no further obligations under this Agreement.

23. Additional Representations and Warranties of Park District. Park District additionally represents and warrants to Licensee that:

(a) it has full right, power and legal authority to enter into this Agreement and to grant to Licensee all right, title and interest as set forth in this Agreement and that the entry into this Agreement by Park District and the performance of Park District of its obligations hereunder, does not and will not contravene or constitute a default under any provision of any agreement, articles of organization or other governing documents and has been duly authorized by all requisite action of Park District. This Agreement has been duly executed and delivered by Park District and is a valid and binding agreement of Park District enforceable against Park District in accordance with its terms.

(b) Title. Park District has good and marketable title to the Licensed Equipment, free and clear of all encumbrances.

(c) No Consents. Park District does not need any additional consent of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(d) No Litigation. That there are no material suits, actions, legal proceedings, investigations, suits, claims or orders, pending or threatened against Park District in any way related to the License or Licensed Equipment.

24. Criminal Background Checks. Licensee represents and warrants that it has performed and will perform criminal background checks on any of Licensee's employees providing the Food Service or otherwise present on Park District property and shall confirm the absence of a conviction for any offense which would make such employee ineligible for employment by Park District pursuant to Section 8-23 of the Park District Code (70 ILCS 1205/8-23).

25. No Vanilla Box. Licensee shall not have any obligation to return the Premises to a "Vanilla Box" condition at the termination of the License.

26. Trade Fixtures. At the termination of the License, Licensee shall have the right to remove any equipment and trade fixtures installed by Licensee at the Restaurant except for certain equipment stipulated in Section 3 (i) and shall repair any damage caused to the Restaurant in connection therewith.

27. Notices. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is deposited in the United State mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:       Lisle Park District  
                                      1925 Ohio Street  
                                      Lisle, IL 60532  
                                      Attention: Director of Parks & Recreation

If to Licensee:



Copy to:

28. No Waiver. The waiver by Park District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by Park District shall not be deemed to constitute a waiver of any prior occurring breach or default by Licensee of any provision of this Agreement regardless of the knowledge of Park District of such breach or default at the time of its acceptance of such payment.
29. Entire Agreement; Modifications. This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement and the License granted herein must be in writing signed by all Parties and dated on or subsequent to the date hereof.
30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
31. License Non-Transferable. Licensee shall have no authority or power to sell, transfer or assign this Agreement or the License, or any interest therein, nor any power or authority to permit any other person or entity to have any interest in or use any part of the Licensed Space for any purposes whatsoever without the prior written consent of Park District, it being the intention of this Agreement to grant the License solely to Licensee and neither directly or indirectly to any other person or entity.
32. Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.
33. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.
34. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the 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 or to acknowledge, establish, or impose any legal duty to any third party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LISLE PARK DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

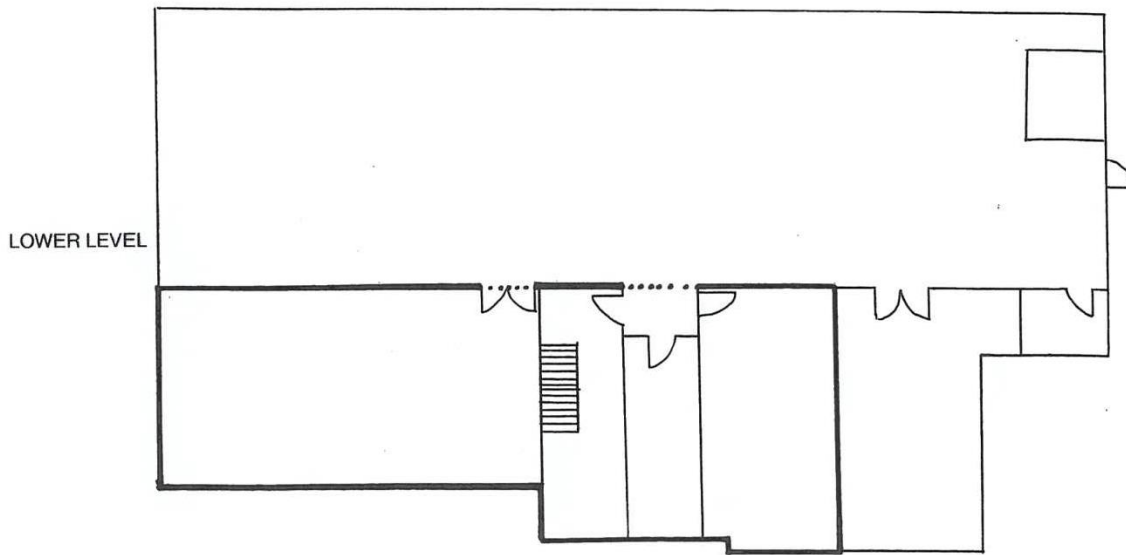
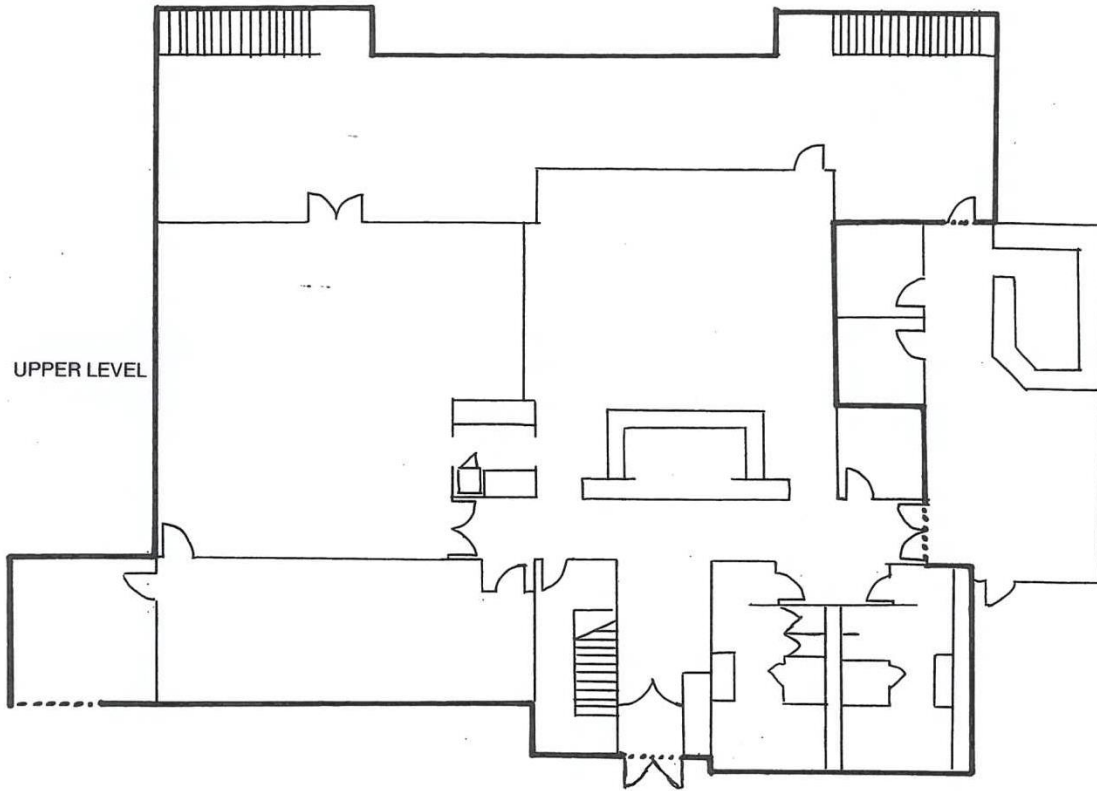
ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSE AGREEMENT EXHIBIT A

LICENSED SPACE



**LICENSE AGREEMENT EXHIBIT B**

**LICENSED EQUIPMENT LIST**

Kitchen Equipment	Model #	Serial #
True two door stand up refrigerator	T49	1-3418347
True one door stand up freezer	T-23F	7897153
True under counter two door cooler	T55u-48-18m-b	1-3455146
True under counter two door cooler	Tpp60	9487941
Delfield under counter two door cooler	18660ptb	1104150000608
True two door cooler	T-4949-HC	10239345
Pitco oil fryer	45c	g12dd017878
Pitco oil fryer	35c	g08ja034208
Pitco oil fryer	45c	g12dd017878
Wells steam table	mod3007dm	131d1216a0030
Hatco food heat lamp	grah-48	488982006
Hatco food heat lamp	grah-36	8430400425
Hatco food heat lamp	grah-36	8430380425
Halo heat two door stand up oven	1000-TH/I	213424-0203
Blodgett oven on wheels	sh0-100-g	051117cr018z
Royal Six Burner Oven	N/A	N/A
Gecilware Pro Flat Grill	N/A	N/A
Eight burner grill	N/A	N/A
True Two Door Cooler	T-RCB-48	7288844
Silver King Table Top Cooler	N/A	N/A

Bar Equipment

True one door stand up cooler	T-23	1-3453024
True two door cooler w/glass doors	Tbb-24-48G	10416788
True reach in cooler	TD-50-18	11969279
True two door cooler w/glass doors	Tbb-24-48G	101951189

Basement

True two door freezer	7-49-h2	9750908
True two door freezer	T-49-f	13518272
True two door freezer	T-49f-hc	9750904
Central two door freezer	69k-035	4002933
True two door side cooler	GDM-41	5065282

Walk in Coolers

Walk in Cooler Heatcraft	LCA672AB	T18F18324
Condenser Walk in cooler	703b01482	moh008d72cf
Condenser Beer Cooler	703b023226	moh010d73cf
Beer Cooler Evaporator Heatcraft	CEL0095A86A	T23M09504

Misc.

Hobart mixing bowl	N/A	N/A
Globe meat slicer	500	35189
Vollra74 food warmer	1001	z197-0038
Perlick beer line glycol cooler	4404	467244
Manitowac ice maker	1YT1200W261	1120956781
Miscellaneous quantities and sizes of plates, bowls, flatware, glassware, cups, linens, food storage containers, and food preparation items including pots, pans, kitchen utensils, etc.		

**LICENSE AGREEMENT EXHIBIT C**

**DAYS AND HOURS OF OPERATION**

Licensee shall operate the Restaurant during all days and hours listed below. Any changes to such days or hours of operation shall require advanced written agreement of Park District and Licensee.

Hours of Minimum Operation: Monday through Thursday: 11:00 am – 9:00 pm  
Saturday: 11:00 am – 10:00 pm  
Sunday: 11:00 am – 8:00 pm

## LICENSE AGREEMENT EXHIBIT D

### INSURANCE COVERAGE

#### LIQUOR – SALE/SERVING

Licensee shall procure and maintain for the duration of this Concession Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Licensee's operation and use of the Licensed Space. The cost of such insurance shall be borne by Licensee.

#### **A. Commercial General and Umbrella Liability Insurance**

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Liquor liability coverage and product liability coverage is also to be provided with a limit not less than \$3,000,000 per occurrence.

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District.

#### **B. Business Auto and Umbrella Liability Insurance**

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### **C. Workers Compensation Insurance**

If applicable, Licensee shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**D.** If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, Licensee waives all rights against Park District and its officers, officials,

employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

## **E. General Insurance Provisions**

### **1. Evidence of Insurance**

Prior to using premises, Licensee shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting Licensee from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this use agreement at Park District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

### **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, Park District has the right to reject insurance written by an insurer it deems unacceptable.

### **3. Cross-Liability Coverage**

If Licensee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to Park District. At the option of Park District, Licensee may be asked to eliminate such deductibles or self-insured retentions as respects Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.