

WEST CHICAGO PARK DISTRICT

INDEMNIFICATION AND REIMBURSEMENT AGREEMENT

This Agreement is made this _____ Day of _____, 20____, by and between the West Chicago Park District, an Illinois unit of local government and owner of the property described below (the "District"), and _____, the sponsor and organizer of the activity described below (the "Sponsor").

IN CONSIDERATION OF THE covenants and obligations herein described, the District and the Sponsor agree as follows:

1. **GENERAL INFORMATION.**

A. Location and Time of Activity:

B. Description of Activity:

C. Estimated Number of Participants:

Activity, weather permitting, the Sponsor and/or their contractors shall repair any damage to the Location of the Activity related to the conduct of the Activity; the areas to be repaired shall be designated by the District's Superintendent of Parks.

In the event the Sponsor fails to perform all of the obligations described in this paragraph, the District shall have the option, but not the duty, to perform such obligations and the Sponsor shall reimburse the District for 103% of the cost for performing such obligations to account for the actual cost thereof and the administrative expense of managing such work. Reimbursement shall be due within 10 days of receipt of an invoice from the District.

4. **COMPLIANCE WITH LAWS, MUNICIPAL ORDINANCES, PERMITS, POLICIES, RULES AND REGULATIONS.**

The Sponsor agrees it shall comply at all times with all State and Federal laws, municipal ordinances, codes, permits, policies, rules and regulations applicable to the Activity and the planning thereof. The Sponsor shall also require all contractors involved in the supervision, planning, administration, or participation in the Activity to agree to comply with all such laws, ordinances, codes, permits, policies, rules and regulations.

2. **PERMIT.** The District agrees to grant a permit for the Activity to take place at the Location and Time of Activity, subject to the terms and conditions of this Agreement and the District's First Amendment Activity Policy.

5. **INDEMNIFICATION.** To the fullest extent permitted by law, the Sponsor, individually and collectively, hereby indemnify and hold harmless the District, its elected officials, employees, officers, volunteers, agents, and contractors, from all claims, losses, judgments, injuries, and damages that may occur or accrue due to the operation of the Activity and/or the permit granted by the District. This duty to indemnify and hold harmless the District shall survive the expiration or termination of this Agreement.

3. **NOT A JOINT VENTURE-NO THIRD PARTY BENEFICIARIES.** The activity described in this Agreement for which the Sponsor is applying for a permit is not intended to, and does not, create a joint venture between the District and the Sponsor. This Agreement is between the named parties only and does not create any duties or benefits to any individuals or entities not named as parties hereto.

6. **DURATION.** This Agreement shall be in effect from the date the last of the undersigned parties signs it and shall remain in effect for six months, save for the duties which shall survive the expiration or termination hereof.

3. **ADMINISTRATION AND SUPERVISION OF EVENT.** The District is not responsible for the supervising, planning, conduct, operation, or management of the Activity. The Sponsor is responsible for supervising, planning and conducting the Activity, including but not limited to set-up, parking, supervision, traffic control, public safety, waste removal, and take down. Within twenty-one (21) days following the completion of the

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SPONSOR

Date: _____

Date: _____