

**RESOLUTION NO. 04 – 24**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO AGREEMENTS GOVERNING THE OPERATION OF SPORTS LEAGUES AT VILLAGE PARKS**

**WHEREAS**, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the Village owns and operates a system of parks; and,

**WHEREAS**, Chatham Baseball & Softball, Inc., Chatham Soccer Association, Inc., Friends of Chatham Pickleball, (“FCP”), and Chatham Community Football League, Inc., (hereinafter collectively referred to as “Sports Leagues”) wish to utilize the Village’s parks for the purpose of conducting their respective sports; and,

**WHEREAS**, the Village wishes to enter into Agreements with the Sports Leagues to set forth in writing the terms of the use of the Village parks in conjunction with the sport activities as described in Agreements as attached hereto as **Exhibit A**; and,

**WHEREAS**, the Board of Trustees of the Village believe it is in the best interest of the Village to enter into these Agreements.

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

**Section 1. Recitals.** The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.







**Section 2. Approval of Agreements.** The Village Board of Trustees hereby authorizes the Village to enter the Agreements attached hereto as **Exhibit A**. The Village President and Clerk are hereby authorized to execute the Agreement on behalf of the Village.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

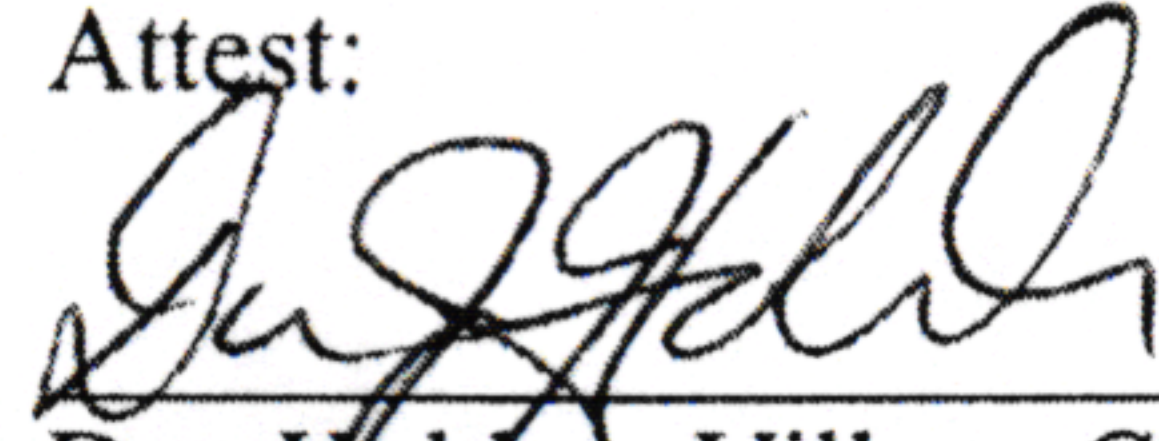
SO RESOLVED this 13th day of February, 2024, at Chatham, Sangamon County, Illinois.

|                   | YES | NO | ABSENT | PRESENT |
|-------------------|-----|----|--------|---------|
| KRISTEN CHIARO    | ✓   |    |        |         |
| MEREDITH FERGUSON | ✓   |    |        |         |
| JOHN FLETCHER     | ✓   |    |        |         |
| BRETT GERGER      | ✓   |    |        |         |
| TIM NICE          |     |    | ✓      |         |
| CARL TRY          | ✓   |    |        |         |
|                   |     |    |        |         |
| DAVE KIMSEY       |     |    |        |         |
|                   |     |    |        |         |
| TOTAL             | 5   |    | 1      |         |

**APPROVED** by the President of the Village of Chatham, Illinois this 13th day of February, 2024.

  
 \_\_\_\_\_  
 Dave Kimsey, Village President

Attest:

  
 \_\_\_\_\_  
 Dan Holden, Village Clerk







**EXHIBIT A  
CONTRACTS**







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**WHEREAS**, the Board of Trustees of the Village believe it is in the best interest of the Village to enter into these Agreements.

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**Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.







**Section 2. Approval of Agreements.** The Village Board of Trustees hereby authorizes the Village to enter the Agreements attached hereto as **Exhibit A**. The Village President and Clerk are hereby authorized to execute the Agreement on behalf of the Village.

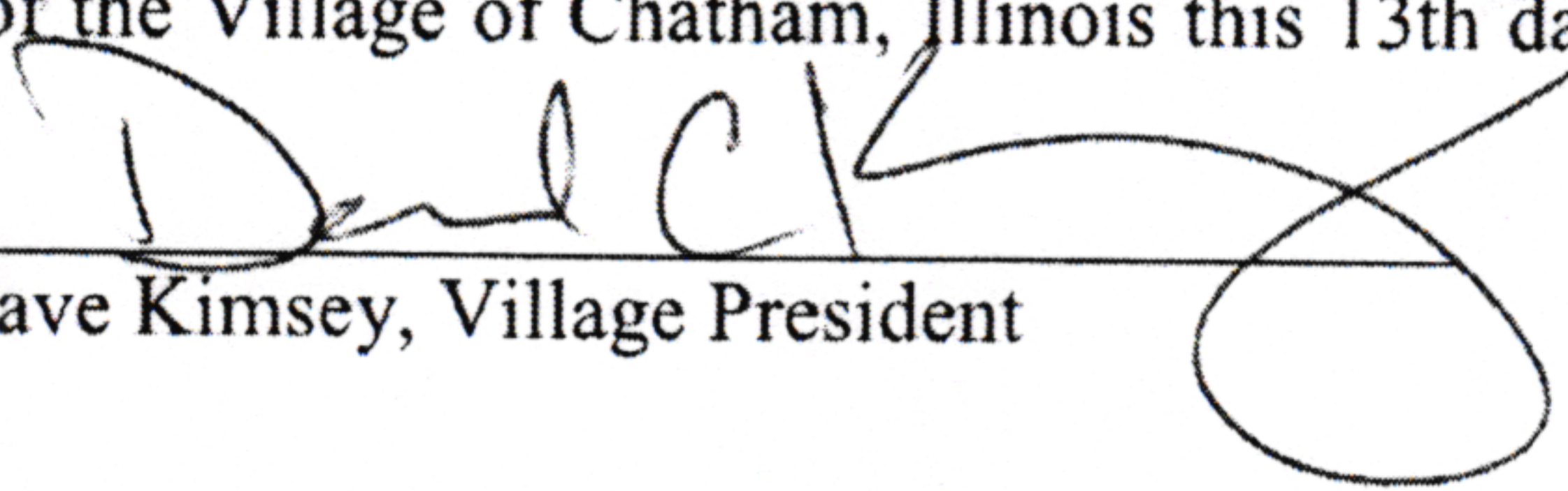
**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 13th day of February, 2024, at Chatham, Sangamon County, Illinois.

|                   | YES | NO | ABSENT | PRESENT |
|-------------------|-----|----|--------|---------|
| KRISTEN CHIARO    |     |    |        |         |
| MEREDITH FERGUSON |     |    |        |         |
| JOHN FLETCHER     |     |    |        |         |
| BRETT GERGER      |     |    |        |         |
| TIM NICE          |     |    |        | ✓       |
| CARL TRY          |     |    |        |         |
|                   |     |    |        |         |
| DAVE KIMSEY       |     |    |        |         |
|                   |     |    |        |         |
| TOTAL             |     |    |        |         |

*voice vote*

**APPROVED** by the President of the Village of Chatham, Illinois this 13th day of February, 2024.

  
 Dave Kimsey, Village President

Attest:  
  
 Dan Holden, Village Clerk







**EXHIBIT A  
CONTRACTS**







## AGREEMENT

This Agreement is between CHATHAM COMMUNITY FOOTBALL LEAGUE, INC., ("CCFL"), an Illinois not-for-profit corporation, and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipal corporation ("Chatham"), and is effective January 8th, 2024.

WHEREAS, Chatham owns and operates a system of parks, including a park known as Chatham Community Park ("the Park")

WHEREAS, CCFL was formed for the purpose of providing organized football for the youth of Chatham;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between CCFL and Chatham, and to agree on certain other matters pertaining to the relations between the parties;

WHEREAS, pursuant to the Intergovernmental Cooperation Article of the Illinois Constitution and statutes implementing it, Chatham has the power and authority to enter into contracts with private corporations pertaining to the provision of governmental services.

NOW, THEREFORE, the parties agree as follows:

1. CCFL conveys all right, title and interest, if any, in the football fields and related fixtures and equipment in the Park, including, but not limited to, fences, concession stands, and any other improvements of a permanent or semi-permanent nature, to the Village of Chatham, together with all similar improvements erected or placed by CCFL in the future in the Park. CCFL will provide all things necessary for operating a football league including, but not limited to goal posts.

2. Chatham hereby grants CCFL the right to use the permanent or semi-permanent improvements located in the Park and to schedule games and practice activities, which schedules shall have priority over all other users or prospective users, on the terms and conditions set forth herein, for a period of five years from January 8th, 2024 to January 8th, 2029.

3. CCFL will ask the Village each year what improvements are needed in the Park, during a meeting each year on or after July 31st. The two parties will plan the proper course of action to implement the improvement.

4. CCFL agrees to the following conditions:

a. CCFL shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by CCFL, including costs of defense, litigation expenses, attorney fees, and any judgments. CCFL shall procure a policy of liability insurance to protect CCFL from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by CCFL, and to name Chatham as an additional insured in such policy, if that can be accomplished at no additional cost to CCFL. Annually, before the start of the season, CCFL shall provide proof of such insurance to the Village of Chatham in the amount of \$1,000,000.00, or such other amount as may be required by any insurer of Chatham or any self-insurance pool of which Chatham is a member. CCFL shall require each participant in its league to sign a release absolving the Village of Chatham and CCFL from any liability for personal injury or property damage. CCFL shall provide proof of such releases to the Village of Chatham upon request.







b. CCFL shall have the right to schedule football games and practice activities in preference to other users of football fields in the Park. CCFL shall make its scheduled use of the football fields reasonably available to the public. CCFL shall not interfere in the right of any person, team or league to use the football fields at Community Park, during any period for which CCFL has not scheduled a game or practice activity. CCFL shall use best efforts to schedule all activities at least three business days in advance. CCFL shall make reasonable accommodations to other teams and leagues in their use of the Park, but Chatham's decisions in such matters shall be at Chatham's own discretion and shall be final.

c. After each game or practice activity, CCFL shall clean the area and shall insure that all trash and debris are placed in proper trash receptacles.

d. In the event lights or water fixtures are installed at the football fields in the Park, Chatham shall install a meter for the lights or water fixture. CCFL shall pay for all metered electric and water usage. CCFL may, at its discretion, install one or more soft drink vending machines and may enter into a contract with Chatham and with the soft drink company which will provide that in return for exclusive rights to sell its products at the football fields in the Park, the soft drink company may install signs or scoreboards. Any such contract with the soft drink company shall provide that Chatham shall in no event be responsible for any loss of or damage to the vending machines, boards, signs or boards or the contents or money in the vending machines.

5. Either party to this Agreement may terminate this Agreement for cause on thirty days written notice if one of the following occurs:

a. There is a material breach by the other party and the breaching party fails to correct the breach within ten days of receipt of written notice by the other party of the breach; or

b. The bankruptcy, insolvency or dissolution of CCFL.

6. In the event Chatham terminates this Agreement for cause, it shall have no duty to return, dismantle or pay for any of the property installed by CCFL, other than scoreboards, vending machines or other equipment belonging to third parties.

7. In the event CCFL terminates this Agreement for cause, Chatham may at its discretion (i) return to CCFL the personal property installed by CCFL at the Park, other than scoreboards, vending machines, and other property belonging to third parties; or (ii) it may keep such equipment and pay CCFL the depreciated value of such equipment. Such equipment shall be deemed to depreciate on a five year straight line basis, such that one year after its installation it shall have depreciated value of 80% of its original installation cost; two years after installations it shall have depreciated value of 60% of its original installation cost., etc., until five years after its installation, it shall be deemed to have no depreciated value.

8. This Agreement is the entire agreement between the parties. All prior and contemporaneous oral agreements regarding the subject matter hereof are expressly disclaimed. This Agreement shall be construed under Illinois law and shall be enforced only in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. It may be modified only in a writing signed by both parties and approved by ordinance of the Village Board of the Village of Chatham and by Resolution of the Board of Directors of CCFL.

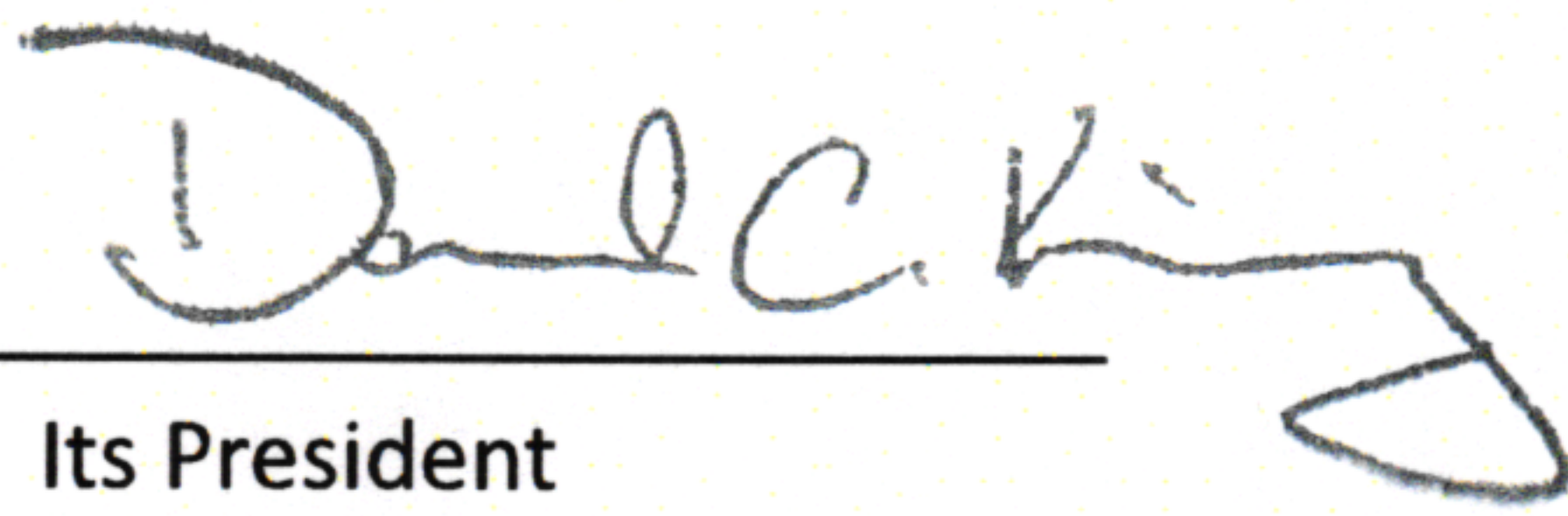




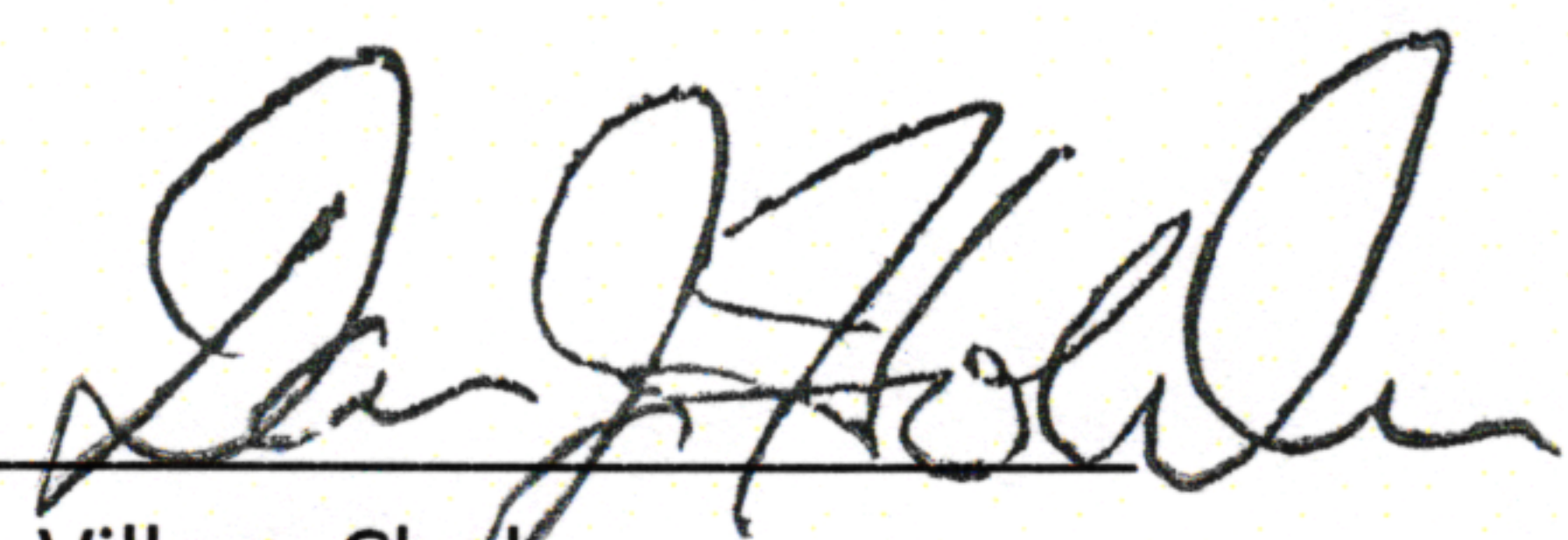


AGREED this 27th day of February, 2024.

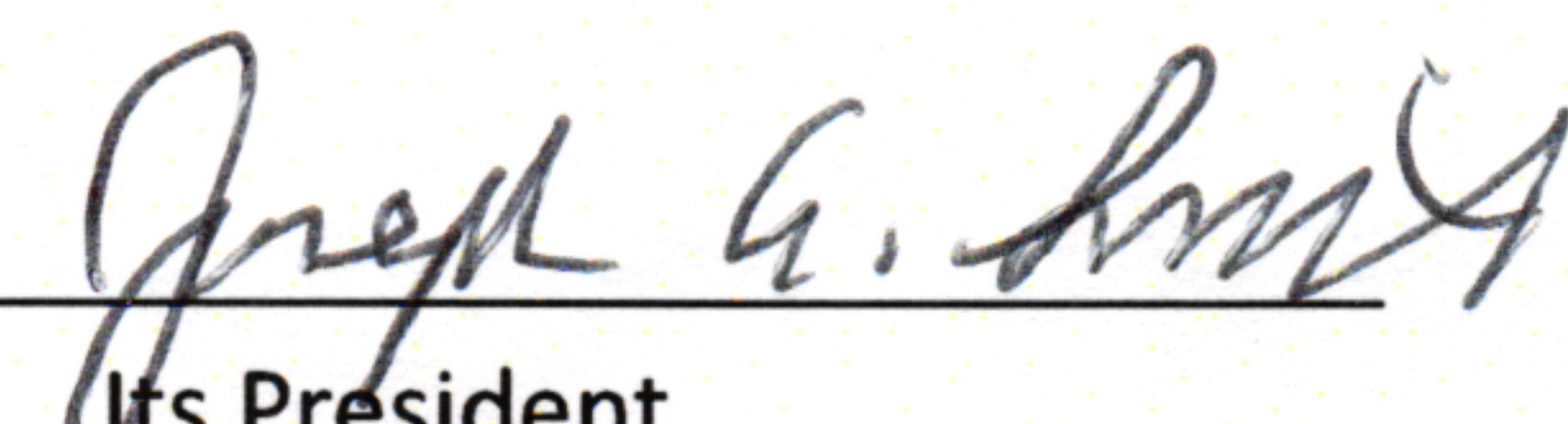
VILLAGE OF CHATHAM, ILLINOIS  
An Illinois Municipal Corporation

By   
Its President

Attest:

  
Village Clerk

CHATHAM COMMUNITY FOOTBALL LEAGUE, INC.,  
an Illinois not-for-profit corporation

By   
Its President

Attest:

\_\_\_\_\_  
Secretary







## AGREEMENT

This Agreement is between Chatham Baseball & Softball Inc, "CBSI", an Illinois Not-For-Profit Corporation, and THE VILLAGE OF CHATHAM, ILLINOIS, and Illinois Municipal Corporation ("Chatham"), and is effective January 8<sup>th</sup>, 2024.

WHEREAS, The Village of Chatham owns and operates a system of parks, including a park known as Chatham Community Park, Jaycees Park, and West Side Park;

WHEREAS, CBSI was formed for the purpose of providing organized Baseball and Softball for the youth of Chatham;

WHEREAS, CBSI is committed to improving the parks including, but is not limited to, installing batting cages, safety netting on fields, concessions stand remodel, handicap accessible improvements in Chatham Community Park based on a verbal understanding with Chatham that CBSI could operate its Baseball and Softball league and have priority for the use of such Community Park, Jaycees Park, and West Side Park;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between CBSI and Chatham, and to agree on certain other matters pertaining to the relations between the parties;

WHEREAS, pursuant to the Intergovernmental Agreement Article of the Illinois Constitution and statues implementing it, Chatham has the power and authority to enter into contracts with private corporations pertaining to the provision of governmental services.

NOW, THEREFORE, the parties agree as follows:

1. CBSI conveys all right, title and interest, if any, in the baseball fields and related fixtures and equipment, including, but not limited to, fences, concession stands, and any other improvements of a permanent or semi-permanent nature, to the Village of Chatham, together with all similar improvements erected or placed by CBSI in the future in the Chatham Community Park, Jaycees Park, or West Side Park. CBSI will financially pay or all necessities in operating a league including, but not limited to, bases, pitching rubbers, chalk, field turface.
2. Chatham hereby grants CBSI the right to use the permanent or semi-permanent improvements located in Chatham Community Park, Jaycees Park, and West Side Park and to schedule games and practice activities, which schedules shall have priority over all other users or prospective users, on the terms and conditions set forth herein, for a period of Five years from January 8th, 2024 to and including January 8th, 2029.
3. CBSI will ask the Village each year what improvements are needed in the park, during an meeting each year on or after July 31st. The two parties will plan the proper course of action to implement the improvement.
4. Chatham Baseball & Softball Inc., CBSI agrees to the following conditions:
  - a. CBSI shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by CBSI, including costs of defense, litigation expenses, attorney fees, and any judgments. CBSI shall procure a policy of liability insurance to protect CBSI from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by CBSI, and to name Chatham as an additional insured in such policy, if that can be accomplished at no additional cost to CBSI. Annually, before the start of the season, CBSI shall provide proof of such insurance to the Village of Chatham in the amount of \$1,000,000.00, or such other amount as may be required by any insurer of Chatham or any self-insurance pool of which

Chatham is a member. CBSI shall require each participant in its league to sign a release absolving the Village of Chatham and CBSI from any liability for personal injury or property damage. CBSI shall provide proof of such release, upon request of the Village of Chatham.







b. CBSI shall have the right to schedule games and practice activities in preference to other users from January 1st to November 1st of each year with no rental fee. CBSI shall make its scheduled use of the Baseball and Softball fields reasonably available to the public. CBSI shall not interfere in the right of any person, team or league to use the Baseball and Softball fields at Community Park, Jaycees Park, or West Side Park during any period for which CBSI has not scheduled a game or practice activity. CBSI shall use best efforts to schedule all activities at least three business days in advance. CBSI shall make reasonable accommodations to other teams and leagues in their use of Chatham Community Park, Jaycees Park, and West Side Park but the Village of Chatham decisions in such matters shall be at Chatham's own discretion and shall be final.

c. After each game or practice activity, CBSI shall clean the area and shall insure that all trash and debris are placed in proper trash receptacles.

d. In the event lights or new water fixtures used by CBSI are installed, Chatham shall install an electric or water meter for the lights and water fixtures. CBSI shall pay for all metered electric and water usage during the months of April 1st to November 1st of each year and shall have control over the use of the lights. CBSI may, at its discretion, install one or more soft drink vending machines and may enter into a contract with Chatham and with the soft drink company which will provide that in return for exclusive rights to sell its products at Chatham Community Park, the soft drink company may install signs or scoreboards. Any such contract with the soft drink company shall provide that Chatham shall in no event be responsible for any loss of or damage to the vending machines, boards, signs or boards or the contents or money in the vending machines.

e. CBSI, with agreement of dates from the Village of Chatham, can host baseball and softball tournaments at Community Park, Jaycee Park, and West Side park. CBSI has the right to use water and agreed upon Village equipment during the tournament. These resources are needed for CBSI to host the tournaments.

5. Either party to this Agreement may terminate this Agreement for cause on thirty days written notice if one of the following occurs:

a. There is a material breach by the other party and the breaching party fails to correct the breach within ten days of receipt of written notice by the other party of the breach; or

b. The bankruptcy, insolvency or dissolution of CBSI.

6. In the event Chatham terminates this Agreement for cause, it shall have no duty to return, dismantle or pay for any of the property installed by CBSI, other than scoreboards, vending machines or other equipment belonging to third parties.

7. In the event CBSI terminates this Agreement for cause, Chatham may at its discretion return to CBSI the personal property installed at Chatham Community Park, Jaycees Park, or West Side Park other than scoreboards, vending machines, and other property belonging to third parties; or it may keep such equipment and pay CBSI the depreciated value of such equipment. Such equipment shall be deemed to depreciate on a five year straight line basis, such that one year after its installation it shall have depreciated value of 80% of its original installation cost; two years after installations it shall have depreciated value of 60% of its original installation cost., etc., until five years after its installation it shall be deemed to have no depreciated value.

8. This Agreement is the entire agreement between the parties. All prior and contemporaneous oral agreements regarding the subject matter hereof are expressly disclaimed. This Agreement shall be construed under Illinois law and shall be enforced only in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. It may be modified only in a writing signed by both parties and approved by ordinance of the Village Board of the Village of Chatham and by Resolution of the Board of Directors of CBSI).

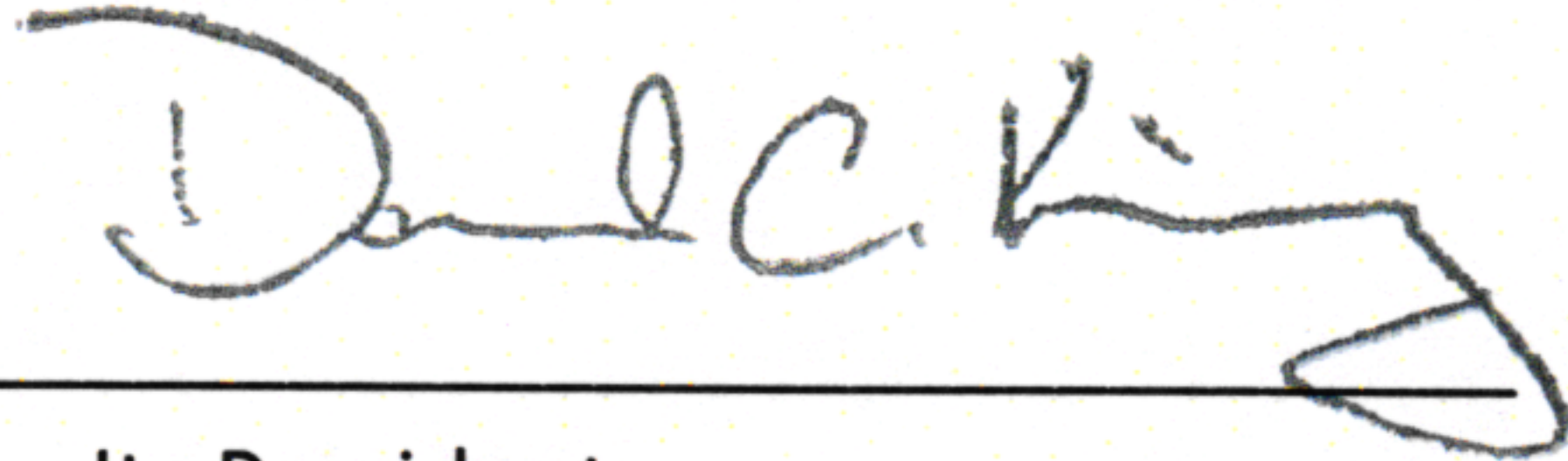







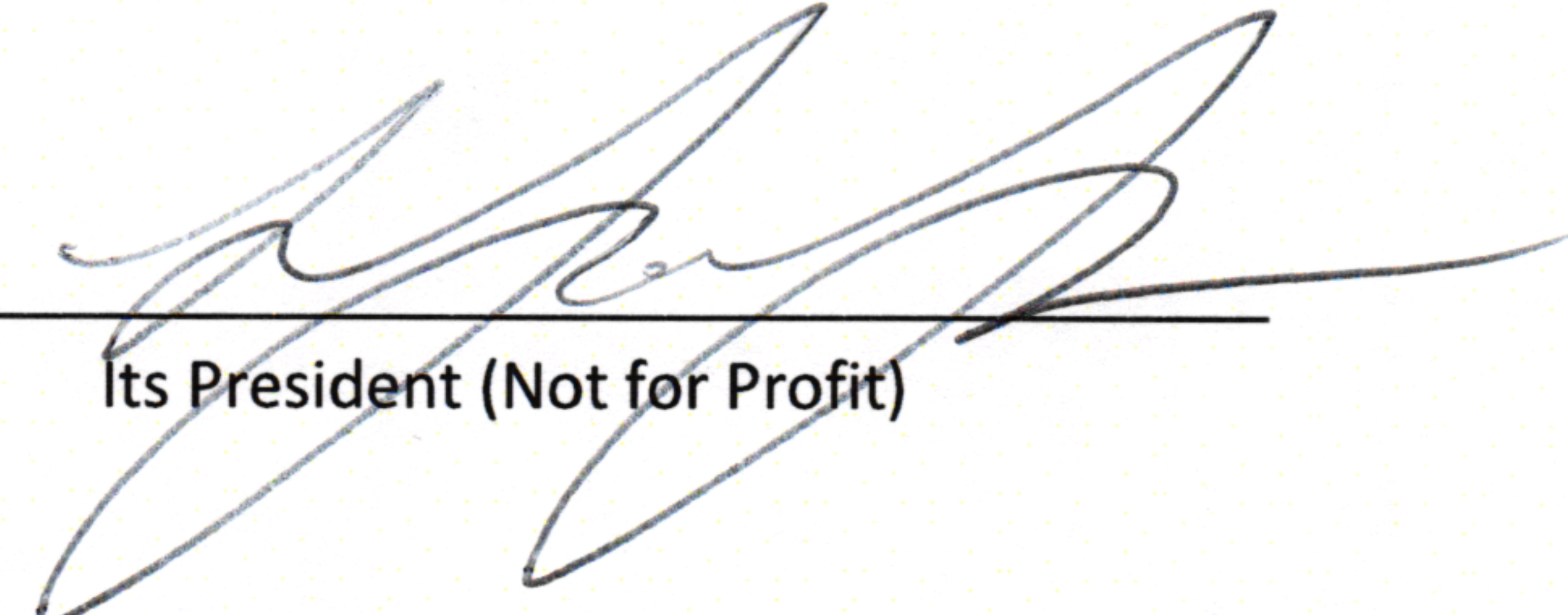
7  
AGREED this 27th day of February, 2024.

VILLAGE OF CHATHAM, ILLINOIS  
an Illinois Municipal Corporation

By   
Its President

Attest:   
Village Clerk

Chatham Baseball & Softball Inc., CBSI

By   
Its President (Not for Profit)

Attest:

\_\_\_\_\_  
Vice President (Not for Profit)







## AGREEMENT

This Agreement is between CHATHAM SOCCER ASSOCIATION, INC., ("CSAI"), an Illinois not-for-profit corporation, and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipal corporation ("Chatham"), and is effective January 8th, 2024.

WHEREAS, Chatham owns and operates a system of parks, including a park known as Chatham Community Park ("the Park")

WHEREAS, CSAI was formed for the purpose of providing organized soccer for the youth of Chatham;

WHEREAS, its own expense, CSAI has installed soccer fields in the Park based on a verbal understanding with Chatham that CSAI could operate its soccer leagues and have priority for the use of such soccer fields;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between CSAI and Chatham, and to agree on certain other matters pertaining to the relations between the parties;

WHEREAS, pursuant to the Intergovernmental Cooperation Article of the Illinois Constitution and statues implementing it, Chatham has the power and authority to enter into contracts with private corporations pertaining to the provision of governmental services.

NOW, THEREFORE, the parties agree as follows:

1. CSAI conveys all right, title and interest, if any, in the soccer fields and related fixtures and equipment in the Park, including, but not limited to, irrigation, fences, concession stands, and any other improvements of a permanent or semi-permanent nature, to the Village of Chatham, together with all similar improvements erected or placed by CSAI in the future in the Park. CSAI will provide all things necessary for operating a soccer league including, but not limited to goals.

2. Chatham hereby grants CSAI the right to use the permanent or semi-permanent improvements located in the Park and to schedule games and practice activities, which schedules shall have priority over all other users or prospective users, on the terms and conditions set forth herein, for a period of five years from January 8th, 2024 to and including January 8th, 2029.

3. CSAI will ask the Village each year what improvements are needed in the Park during a meeting each year on or after July 31st. The two parties will plan the proper course of action to implement the improvement.

4. CSAI agrees to the following conditions:

a. CSAI shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by CSAI, including costs of defense, litigation expenses,







attorney fees, and any judgments. BSAI shall procure a policy of liability insurance to protect BSAI from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by CSAI, and to name Chatham as an additional insured in such policy. Annually, before the start of the season, CSAI shall provide proof of such insurance to the Village of Chatham in the amount of \$1,000,000.00, or such other amount as may be required by any insurer of Chatham or any self-insurance pool of which Chatham is a member. CSAI shall require each participant in its league to sign a release absolving the Village of Chatham and CSAI from any liability for personal injury or property damage. CSAI shall provide proof of such releases to the Village of Chatham upon request.

b. CSAI shall have the right to schedule soccer games and practice activities on the soccer fields in preference to other users of the Park at all times, except for a period beginning 4 days before the Chatham Sweet Corn Festival to 2 days after the Chatham Sweet Corn Festival, or other times designated by resolution of the Village Board. CSAI shall make its scheduled use of the soccer fields reasonably available to the public. CSAI shall not interfere in the right of any person, team or league to use the soccer fields at Community Park, during any period for which CSAI has not scheduled a game or practice activity. CSAI shall use best efforts to schedule all activities at least three business days in advance. CSAI shall make reasonable accommodations to other teams and leagues in their use of the Park, but Chatham's decisions in such matters shall be at Chatham's own discretion and shall be final.

c. After each game or practice activity, CSAI shall clean the area and shall insure that all trash and debris are placed in proper trash receptacles.

d. In the event lights or water fixtures are installed at the soccer fields in the Park, Chatham shall install a meter for the lights or water fixture. CSAI shall pay for all metered electric and water usage and shall have control over the use of the lights or water fixtures. CSAI may, at its discretion, install one or more soft drink vending machines and may enter into a contract with Chatham and with the soft drink company which will provide that in return for exclusive rights to sell its products at the soccer fields in the Park, the soft drink company may install signs or scoreboards. Any such contract with the soft drink company shall provide that Chatham shall in no event be responsible for any loss of or damage to the vending machines, boards, signs or boards or the contents or money in the vending machines.

5. Either party to this Agreement may terminate this Agreement for cause on thirty days written notice if one of the following occurs:

a. There is a material breach by the other party and the breaching party fails to correct the breach within ten days of receipt of written notice by the other party of the breach; or

b. The bankruptcy, insolvency or dissolution of CSAI.

6. In the event Chatham terminates this Agreement for cause, it shall have no duty to return, dismantle or pay for any of the property installed by CSAI, other than scoreboards, vending machines or other equipment belonging to third parties.

7. In the event CSAI terminates this Agreement for cause, Chatham may at its discretion (i) return to CSAI the personal property installed by CSAI at the Park, other than scoreboards, vending





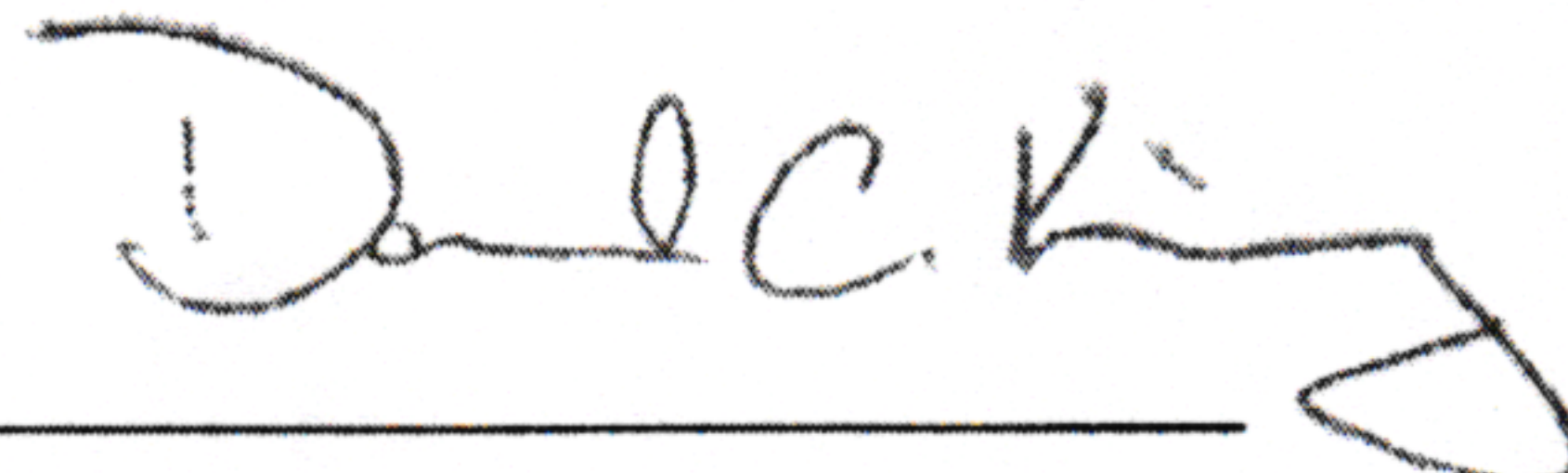


machines, and other property belonging to third parties; or (ii) it may keep such equipment and pay CSAI the depreciated value of such equipment. Such equipment shall be deemed to depreciate on a five-year straight-line basis, such that one year after its installation it shall have depreciated value of 80% of its original installation cost; two years after installations it shall have depreciated value of 60% of its original installation cost., etc., until five years after its installation, it shall be deemed to have no depreciated value.

8. This Agreement is the entire agreement between the parties. All prior and contemporaneous oral agreements regarding the subject matter hereof are expressly disclaimed. This Agreement shall be construed under Illinois law and shall be enforced only in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. It may be modified only in a writing signed by both parties and approved by ordinance of the Village Board of the Village of Chatham and by Resolution of the Board of Directors of CSAI.

AGREED this 27th day of February, 2024.

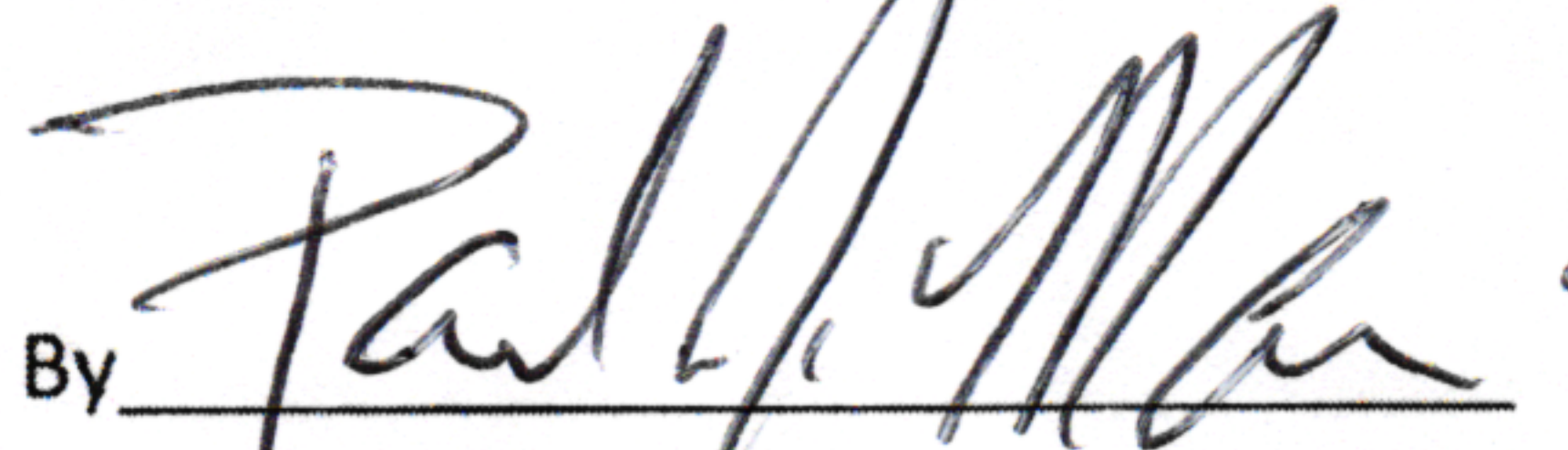
VILLAGE OF CHATHAM, ILLINOIS  
An Illinois Municipal Corporation

By   
It's President

Attest:

  
Village Clerk

CHATHAM SOCCER ASSOCIATION, INC.,  
An Illinois not-for-profit corporation

By   
It's President

Attest:

\_\_\_\_\_  
Secretary







## AGREEMENT

This Agreement is between Friends of Chatham Pickleball, ("FCP"), and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipal corporation ("Chatham"), and is effective August 12, 2024.

WHEREAS, Chatham owns and operates a system of parks, including a park known as Chatham Community Park ("the Park")

WHEREAS, FCP was formed for the purpose of providing organized pickleball for the residents of Chatham;

WHEREAS, FCP has contributed to the expense of converting tennis courts to pickleball courts in the Park based on a verbal understanding with Chatham that FCP could operate its pickleball leagues and have priority for the use of such pickleball courts;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between FCP and Chatham, and to agree on certain other matters pertaining to the relations between the parties;

WHEREAS, pursuant to the Intergovernmental Cooperation Article of the Illinois Constitution and statues implementing it, Chatham has the power and authority to enter into contracts with private corporations pertaining to the provision of governmental services.

NOW, THEREFORE, the parties agree as follows:

1. FCP conveys all right, title and interest, if any, in the pickleball courts and related fixtures and equipment in the Park, including, but not limited to, fences, court nets, and any other improvements of a permanent or semi-permanent nature, to the Village of Chatham, together with all similar improvements erected or placed by FCP in the future in the Park.
2. Chatham hereby grants FCP the right to use the permanent or semi-permanent improvements located in the Park and to schedule games and practice activities, which schedules shall have priority over all other users or prospective users, on the terms and conditions set forth herein, for a period of five years from August 12<sup>th</sup>, 2024 to and including August 12<sup>th</sup>, 2029.
3. FCP will ask the Village each year what improvements are needed in the Park during a meeting each year on or after March 30. The two parties will plan the proper course of action to implement the improvement.
4. FCP agrees to the following conditions:
  - a. FCP shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by FCP, including costs of defense, litigation expenses, attorney fees, and any judgments. FCP shall procure a policy of liability insurance to protect FCP from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by FCP,







and to name Chatham as an additional insured in such policy. Annually, before the start of the season, FCP shall provide proof of such insurance to the Village of Chatham in the amount of \$1,000,000.00, or such other amount as may be required by any insurer of Chatham or any self-insurance pool of which Chatham is a member. FCP shall require each participant in its league or tournament to sign a release absolving the Village of Chatham and FCP from any liability for personal injury or property damage. FCP shall provide proof of such releases to the Village of Chatham upon request.

b. FCP shall have the right to schedule pickleball games and practice activities on the pickleball courts in preference to other users of the Park at all times, except for a period beginning 4 days before the Chatham Sweet Corn Festival to 2 days after the Chatham Sweet Corn Festival, or other times designated by resolution of the Village Board. FCP shall make its scheduled use of the Pickleball courts reasonably available to the public. FCP shall not interfere in the right of any person, team or league to use the pickleball courts at Community Park, during any period for which FCP has not scheduled a game or practice activity. FCP shall use best efforts to schedule all activities at least three business days in advance. FCP shall make reasonable accommodations to other teams and leagues in their use of the Park, but Chatham's decisions in such matters shall be at Chatham's own discretion and shall be final.

c. After each game or practice activity, FCP shall clean the area and shall insure that all trash and debris are placed in proper trash receptacles.

d. In the event lights or water fixtures are installed at the pickleball courts in the Park, Chatham shall install a meter for the lights or water fixture. FCP shall pay for all metered electric and water usage and shall have control over the use of the lights or water fixtures. FCP may, at its discretion, install one or more soft drink vending machines and may enter into a contract with Chatham and with the soft drink company which will provide that in return for exclusive rights to sell its products at the soccer fields in the Park, the soft drink company may install signs or scoreboards. Any such contract with the soft drink company shall provide that Chatham shall in no event be responsible for any loss of or damage to the vending machines, boards, signs or boards or the contents or money in the vending machines.

5. Either party to this Agreement may terminate this Agreement for cause on thirty days written notice if one of the following occurs:

a. There is a material breach by the other party and the breaching party fails to correct the breach within ten days of receipt of written notice by the other party of the breach; or

b. The bankruptcy, insolvency or dissolution of FCP.

6. In the event Chatham terminates this Agreement for cause, it shall have no duty to return, dismantle or pay for any of the property installed by FCP, other than scoreboards, vending machines or other equipment belonging to third parties.

7. This Agreement is the entire agreement between the parties. All prior and contemporaneous oral agreements regarding the subject matter hereof are expressly disclaimed. This Agreement shall be construed under Illinois law and shall be enforced only in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. It may be modified only in a writing signed by both parties and approved by







ordinance of the Village Board of the Village of Chatham and by Resolution of the Board of Directors of FCP.

AGREED this 27th day of February, 2024.

VILLAGE OF CHATHAM, ILLINOIS  
An Illinois Municipal Corporation

By \_\_\_\_\_  
It's President

Attest:

\_\_\_\_\_  
Village Clerk

Friends of Chatham Pickleball,

By \_\_\_\_\_  
It's President

Attest:

\_\_\_\_\_  
Secretary







## AGREEMENT

This Agreement is between Friends of Chatham Pickleball, ("FCP"), and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipal corporation ("Chatham"), and is effective August 12, 2024.

WHEREAS, Chatham owns and operates a system of parks, including a park known as Chatham Community Park ("the Park")

WHEREAS, FCP was formed for the purpose of providing organized pickleball for the residents of Chatham;

WHEREAS, FCP has contributed to the expense of converting tennis courts to pickleball courts in the Park based on a verbal understanding with Chatham that FCP could operate its pickleball leagues and have priority for the use of such pickleball courts;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between FCP and Chatham, and to agree on certain other matters pertaining to the relations between the parties;

WHEREAS, pursuant to the Intergovernmental Cooperation Article of the Illinois Constitution and statues implementing it, Chatham has the power and authority to enter into contracts with private corporations pertaining to the provision of governmental services.

NOW, THEREFORE, the parties agree as follows:

1. FCP conveys all right, title and interest, if any, in the pickleball courts and related fixtures and equipment in the Park, including, but not limited to, fences, court nets, and any other improvements of a permanent or semi-permanent nature, to the Village of Chatham, together with all similar improvements erected or placed by FCP in the future in the Park.

2. Chatham hereby grants FCP the right to use the permanent or semi-permanent improvements located in the Park and to schedule games and practice activities, which schedules shall have priority over all other users or prospective users, on the terms and conditions set forth herein, for a period of five years from August 12<sup>th</sup>, 2024 to and including August 12<sup>th</sup>, 2029.

3. FCP will ask the Village each year what improvements are needed in the Park during a meeting each year on or after March 30. The two parties will plan the proper course of action to implement the improvement.

4. FCP agrees to the following conditions:

a. FCP shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by FCP, including costs of defense, litigation expenses, attorney fees, and any judgments. FCP shall procure a policy of liability insurance to protect FCP from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by FCP,



and to name Chatham as an additional insured in such policy. Annually, before the start of the season, FCP shall provide proof of such insurance to the Village of Chatham in the amount of \$1,000,000.00, or such other amount as may be required by any insurer of Chatham or any self-insurance pool of which Chatham is a member. FCP shall require each participant in its league or tournament to sign a release absolving the Village of Chatham and FCP from any liability for personal injury or property damage. FCP shall provide proof of such releases to the Village of Chatham upon request.

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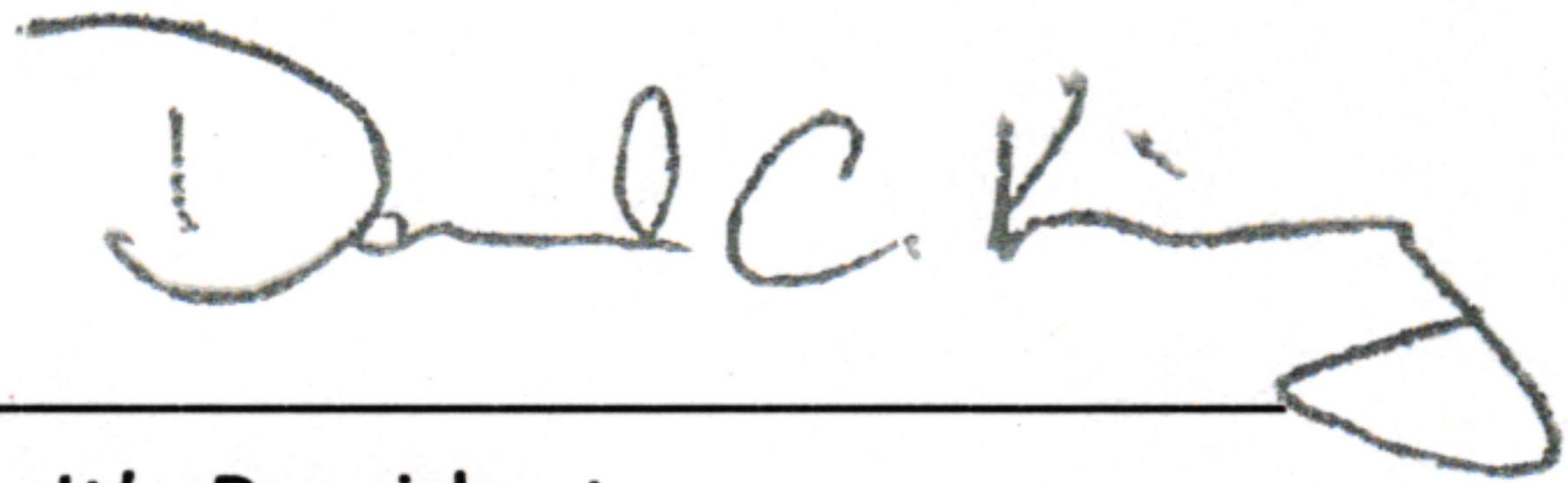
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ordinance of the Village Board of the Village of Chatham and by Resolution of the Board of Directors of FCP.

AGREED this 27th day of February, 2024.

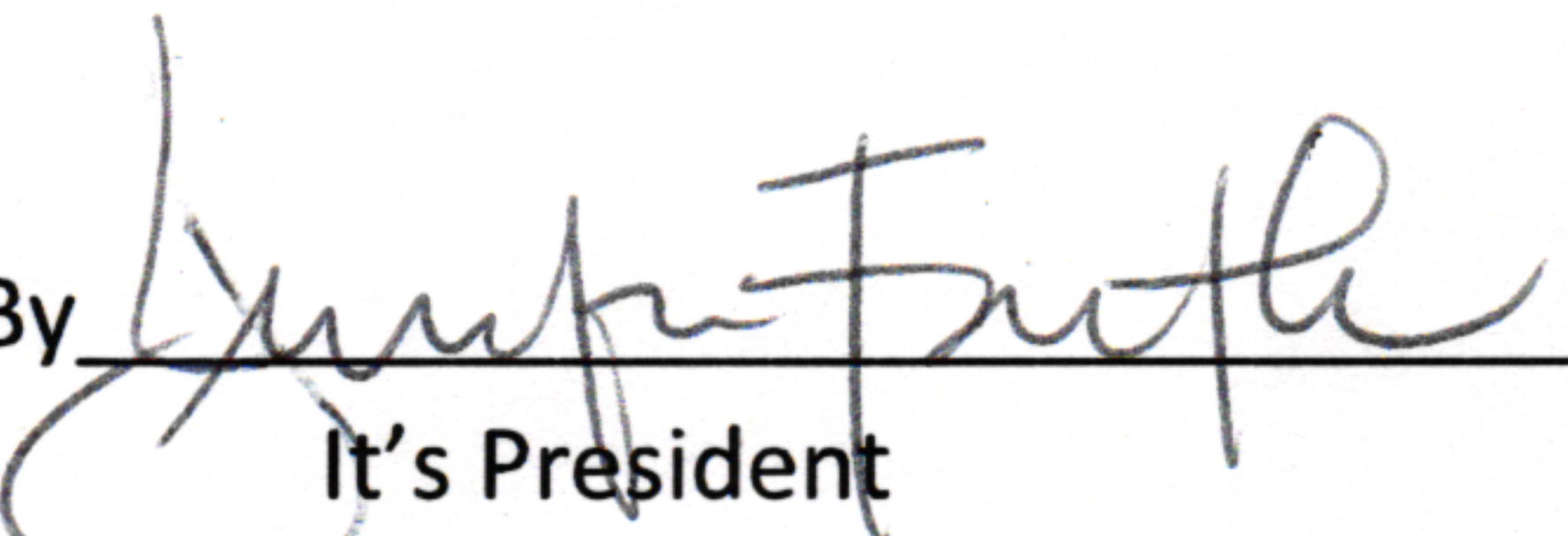
VILLAGE OF CHATHAM, ILLINOIS  
An Illinois Municipal Corporation

By   
It's President

Attest:

  
Village Clerk

Friends of Chatham Pickleball,

By   
It's President

Attest:

\_\_\_\_\_  
Secretary



