

Oak Brook Park District
Request for Proposal

License and Use of Family Recreation Center Basketball Courts

The Oak Brook Park District is accepting proposals from organizations whose purpose is to provide high quality sports/recreational training and development, league play, and if applicable, tournament competition to license and use a portion of the real property known as The Family Recreation Center Basketball Courts (3 full size basketball courts), 1450 Forest Gate Road, Oak Brook, Illinois 60523 (the "Courts"). The Park District anticipates that the successful applicant will (i) make a capital contribution to the upkeep and improvements of the Courts; (ii) consult with the Park District on the program elements; (iii) utilize the Courts to deliver high quality sports/recreation instruction and coaching, league play and, if applicable, tournament play to and for Oak Brook area residents.

Information and proposal forms are available by contacting Dave Thommes at dthommes@obparks.org or via the Park District's website at <https://www.obparks.org/bids-rfps>.

Each proposal must be placed in a sealed, opaque envelope clearly marked "**Sealed Proposal: License and Use of Family Recreation Center Basketball Courts**" and addressed to the **Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, Illinois 60523 Attention: Laure Kosey**. Proposals will be received until 4:00 p.m., January 29th, 2021.

The Oak Brook Park District Board of Commissioners reserves the right to waive any technicalities or irregularities, to accept or reject any or all proposals, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Applicant against the Oak Brook Park District.

By order of the Oak Brook Park District Board of Park Commissioners, 1450 Forest Gate Road, Oak Brook, Illinois 60523

Published on January 14, 2021.

Laure Kosey
Executive Director

**REQUEST FOR PROPOSALS
INVITATION TO SUBMIT PROPOSALS**

**LICENSE AND USE OF FAMILY RECREATION CENTER
BASKETBALL COURTS**

The Oak Brook Park District is requesting interested organizations to submit proposals for the license and use of a portion of the property known as the Family Recreation Center Basketball Courts, 1450 Forest Gate Road, Oak Brook, Illinois 60523.

GENERAL SUBMISSION
REQUIREMENTS:

Interested qualified organizations must submit proposals in accordance with this RFP. Three (3) hard copies plus one digital copy of the complete proposal must be submitted. See "RFP Requirements" for the information required to be submitted in response to this RFP.

SUBMISSION LOCATION:

Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, Illinois 60523, Attn: Laure Kosey. The proposal must be placed in a sealed, opaque envelope and clearly labeled: **"Sealed Proposal: License and Use of Family Recreation Center Basketball Courts."** No proposal will be accepted by fax or email.

SUBMISSION DATE

Proposals received after the submittal time will be rejected and returned unopened to the sender. All proposals are due by 4:00 p.m., January 29th, 2021

CONTACT PERSONS:

Laure Kosey, Executive Director
Oak Brook Park District,
1450 Forest Gate Road
Oak Brook, Illinois 60435
(630) 645-9535

The District reserves the right to cancel this request for proposal at any time, to elect not to award the agreement, to reject any or all of the responses without disclosure for any reason, to waive any informality, irregularity, or technicality in any response received, to accept only portions of a proposal and reject the remainder, and to accept the proposal which is considered in the best interest of the District. Such decisions are final and not subject to recourse.

All proposals submitted must be guaranteed for not less than 120 days.

**OAK BROOK PARK DISTRICT
LICENSE AND USE OF FAMILY RECREATION CENTER BASKETBALL COURTS**

FACILITY INFORMATION AND HISTORY

The Family Recreation Center Basketball Courts (the "Courts") consist of 3 full-size basketball courts. Each full-size court can be broken down into half with a center divider curtain. Each full-size court has two main hoops at 10 feet height along with 4 side hoops that can all be lowered between 8 feet and as high as 10 feet. Courts 2 and 3 have the ability to run Badminton, Pickleball and Volleyball. Court 2 has the ability to have two batting cages.

The Park District's intent is to enter into a license agreement with an organization that will use and operate the courts in accordance with this RFP, upon payment of a capital contribution and a monthly license fee as described herein. The Courts are located within the Family Recreation Center. See **Exhibit A** for a picture of the space.

Tours of the Courts can be arranged by contacting Mike Contreras at (630) 716-0090.

**OAK BROOK PARK DISTRICT
LICENSE AND USE OF
FAMILY RECREATION CENTER BASKETBALL COURTS**

RFP REQUIREMENTS

A. GENERALLY

A.1 Proposals are due as set forth in the Legal Notice and Invitation to Submit Proposals. Proposals received after the proposal submission date shall be deemed non-responsive and rejected by the Park District. Proposals will be opened and evaluated by an Evaluation Committee designated by the Park District, which shall comprise of District staff and Board members. The Evaluation Committee will evaluate the proposals based on the criteria set forth herein. Award of the contract will be made by the Oak Brook Park District Board of Park Commissioners taking into account the Evaluation Committee's recommendation.

A.2 Addenda:

A.2.1 Addenda are written instruments issued by the District prior to the proposal deadline which modify or interpret the RFP by additions, deletions, clarifications or corrections.

A.2.2 Prior to the receipt of proposals, any issued addenda will be posted to the District's website at <https://www.obparks.org/bids-rfps>. Organizations shall periodically check the website for any addenda issued. Organizations in receipt of the addenda shall be permitted to submit new proposals or amend a submitted proposal, provided the proposal deadline has not passed.

A.2.3 Applicant shall acknowledge receipt of all addenda received on its proposal. Such acknowledgement shall represent that Applicant has reviewed and fully understands the contents of all addenda received.

B. EVALUATION OF PROPOSALS:

B.1 The proposals submitted shall be evaluated solely in accordance with the criteria set forth in this RFP.

B.1.1 The Evaluation Committee may interview any Applicant who submits a proposal. Organizations shall be accorded fair and equal treatment with respect to any opportunity for an interview.

B.1.2 In the event the Evaluation Committee requests an interview, each Applicant shall be prepared to give an oral presentation covering the following topics:

- (a) Description of the Applicant including nature of the organization (e.g., not-for-profit/ 501(c)(3), for-profit, LLC, corporation, partnership, etc.) and history of the organization;
- (b) Qualifications of the Applicant, including work on similar projects, experience of personnel, etc.;
- (c) Names, addresses, emails and phone numbers for key contacts;
- (d) The specific uses, services and benefits to be provided;

- (e) Description of the court needs including equipment needs and court requirements;
- (f) Times and dates of Courts usage;
- (g) Courts layout for proposed use;
- (h) Number of parking spaces required for proposed use;
- (i) Important dates and deadlines for operation of proposed use;
- (j) Proposed usage times and dates;
- (k) Tournament details if included in proposal;
- (l) Number of Oak Brook residents projected as participants;
- (m) The working relationship to be established between the District and the Applicant, including, but not limited to, what each party should expect from the other.
- (n) All relevant details in support of the usage of the Courts, including any descriptive brochures, notebooks, and/or other visual aids for the Evaluation Committee's use.
- (o) Consideration will be given to those organizations using "green" products and recycling.

B.2 Criteria for Selection:

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

B.2.1 Compliance with RFP. This refers to the adherence to all conditions and requirements of this RFP.

B.2.2 Understanding of the Services. This refers to the Applicant's understanding of the engagement, the District's objectives, and the nature and scope of the services involved and the ability to execute in accordance therewith.

B.2.3 Uses, Services and Benefits to be Provided. This refers to the exact type and nature of the Applicant's proposed uses, services and benefits, including but not limited to amount of capital contribution, monthly fee, and the role of Applicant in support of project objectives.

B.3. Qualifications of the Applicant. Applicant's ability to perform the contract requirements based on the following criteria:

B.3.1 The experience of the Applicant and its record providing similar recreational services. Applicant shall provide at least three (3) references pertaining to Applicant's provision of similar services, complete with a contact person, contact phone number and address, and the dates the services were provided;

B.3.2 Qualifications and experience of personnel to be assigned by Applicant to provide the services;

B.3.3 The availability of personnel and other resources to successfully complete the services on a timely basis;

B.3.4 Ability to provide effective operation, management and maintenance of the uses, services and benefits and status reporting to the District; and

B.3.5 Quality of merchandise and services in meeting District standards.

B.3.6. Financial Considerations.

B.3.6.1 License Fee. The District will assess each submission with respect to the monthly license fee proposed and the value to the District of potential revenues. (Please note that the license fee is one of several factors the Park District will take into in consideration of the of award.)

B.3.6.2 Capital Contribution. The District will assess each submission with respect to the value of the capital contribution proposed.

B.3.6.3 Financial soundness and stability of the Applicant.

B.4 Negotiations:

The Oak Brook Park District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The District may incorporate the successful Applicant's entire proposal as part of the final contract. In such case, all responses and submissions provided by an Applicant during discussions or negotiations, may be held by the Oak Brook Park District as contractually binding on the successful Applicant.

B.5 Award:

Proposals will be evaluated and negotiated by the Evaluation Committee. The Evaluation Committee shall select an Applicant based on the criteria set forth above and make a final recommendation to the Oak Brook Park District Board of Commissioners for consideration of award of the contract. The Oak Brook Park District Board of Commissioner's decision shall be final.

C. TERMS AND CONDITIONS OF RFP

C.1 Errors in Proposals:

Organizations are cautioned to verify their proposals prior to submission. Mistakes and errors made on the part of the Applicant in preparing the proposal confers no right for withdrawal or modification of the proposal by Applicant.

C.2 Reserved Rights:

The Oak Brook Park District reserves the right at any time and for any reason to cancel this RFP, to reject any or all proposals, to accept only portions of a proposal and reject the remainder, or to accept a proposal which is considered in the District's best interest. The District reserves the right to award one or more contracts for the uses, services and benefits specified herein and to waive any informality, irregularity or technicality in any response received. The District may seek clarification from an Applicant at any time and failure to respond promptly may be cause for rejection.

C.3 Incurred Costs:

The Oak Brook Park District will not be liable in any way for any costs incurred by respondents in replying to this RFP. All documentation submitted in response to this RFP shall become the property of the Oak Brook Park District.

C.4 Interpretation or Correction of RFP:

C.4.1 Organizations shall promptly notify the Park District of any ambiguity, inconsistency or error which they may discover upon examination of the RFP prior to the proposal deadline.

C.4.2 Interpretations, corrections and changes to this RFP will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

C.5 Law Governing:

This contract shall be governed by and construed according to the laws of the State of Illinois.

C.6 Notice of Freedom of Information Act

After award of the contract, all responses, documents, and materials submitted by organizations pertaining to this RFP will be considered public information, subject to inspection.

By submitting a proposal or otherwise responding in any way to this RFP, each Applicant acknowledges the following:

1. The Park District is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Applicant to the Oak Brook Park District is subject to disclosure to third parties in accordance with FOIA.

2. If an Applicant intends for the Park District to withhold the Applicant's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Applicant must include with its proposal submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the Applicant, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Applicant at the time of bid submittal will be presumed to be open to public inspection. The Applicant may be required to substantiate the basis for its claims at a later time.

3. Notwithstanding timely notice received from an Applicant in accordance with Section 7(1)(g), the Park District reserves the right, in its sole discretion and subject to applicable law, to withhold or release the subject information in response to a FOIA request.

D. PROPOSAL FORM AND CONTENT

D.1 Submission of Proposals:

D.1.1 To be considered, proposals are due on or before the date and time specified in the Legal Notice and Invitation to Submit Proposals. No proposal will be accepted by fax or email.

D.1.2 Each respondent shall submit three (3) hard copies and one (1) digital copy of the proposal.

D.1.3 Proposals are to be submitted in a sealed, opaque envelope, addressed as follows:

Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois 60523
Attn: Laure Kosey

The proposal must be placed in a sealed, opaque envelope and clearly labeled:
“Sealed Proposal: License and Use of Family Recreation Center Basketball Courts.”

Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender.

D.2 Form of Application and Proposal:

The proposal form and application included with this RFP must be completed in full and signed by an officer with authority to execute contracts on behalf of the respondent. By his/her signature, the officer executing the proposal form warrants that s/he is authorized to do so by the organization s/he represents.

D.3 References and Other Information:

D.3.1 Complete the enclosed "References" form. References should be businesses or other organizations for whom the Applicant has performed similar activities/services or entered into a similar engagement or comparable agreement. A minimum of three references are requested; however, organizations may list more than three.

D.3.2 Organizations may, but are not required to provide, on a separate sheet, any other background information that may help the Evaluation Committee in its evaluation of the proposals.

D.4 Checklist of Items to be Submitted:

D.4.1 Application

D.4.2 Form of Proposal

D.4.3 References and Qualifications

D.4.4 Additional Information and Comments: Include any other information you believe to be pertinent, but not specifically mentioned elsewhere.

**OAK BROOK PARK DISTRICT
LICENSE AND USE OF FAMILY RECREATION CENTER BASKETBALL COURTS**

SPECIFICATIONS AND GENERAL CONDITIONS

License

The Park District's intent is to enter into a non-exclusive license agreement with an Applicant under which the Applicant will assist financially in the upkeep and improvement of courts, pay a License Fee, and utilize the Courts to provide high quality youth sports/recreational training and development, league play, and tournament competition if determined to be applicable by the Park District, all in accordance with this RFP. The location of the of the property that will be the subject of the license is approximately 28,000 square feet and is located within the Family Recreation Center where indicated on the plat of survey attached hereto as **Exhibit A** ("Licensed Space").

Operations

The successful Applicant will operate a family-friendly sports/recreational programs with the elements identified above on the Licensed Space during the Hours of Operations as agreed by the Applicant and the Park District. Extra hours and services will be provided by the successful Applicant during special events as designated by the District on a stipulated schedule. The successful Applicant shall also work with the District's existing recreational programs and Park District staff to provide a quality training and development experience to a wide range of participants.

The Park District reserves the right to: 1) sell merchandise as it deems appropriate; and 2) authorize other third-party organizations to sell merchandise on the Courts during special events such as sports/recreational tournaments, exhibition events and other Park District-sponsored or sanctioned events held at the Courts.

Services

The successful Applicant will provide an inventory of the programs, services, uses and benefits to be provided on a quarterly basis (along with prices itemizing and including tax if applicable). The final inventory will be based on the approval of the Park District. The inventory should include specific league information, coaching clinics, exhibitions, tournaments, merchandising, concessions if applicable among other uses, services and benefits.

Term

It is the intent of the Park District to execute a contract with the successful Applicant for a period of five (5) years, with the Park District's option to renew for a maximum of two (2) successive five (5) year terms.

Payment Terms

As compensation for the rights granted under this proposal, the successful Applicant shall agree to pay the Oak Brook Park District a guaranteed fee in an amount agreed to by the parties, triple net, which shall be paid in equal monthly installments not later than the 10th day of each and every calendar month through the term of this agreement.

Facility Supervision and Staff

The successful Applicant shall provide qualified and sufficient staffing for all operations. Applicant shall provide additional staff during large events held at the Courts such as tournaments, exhibitions, special events, and other Courts events. Applicant agrees that

Applicant's personnel shall provide services in a courteous, business-like and efficient manner. Designated Park District employees may require individual Applicant personnel to modify behavior if such behavior is determined to be in violation of the agreement, District policies or applicable law.

Applicant's staff should appear clean, neat, orderly and otherwise appropriate for the services being provided. The District expects Applicant's staff to wear nametags.

Hours of Operations

The successful Applicant shall provide services during regular operating hours at the Courts. The Park District and applicant must mutually agree on any services provided outside of regular operating hours.

Holiday hours must be approved and posted in advance. Seasonal hours will be required as directed by the Park District

In the event that the Park District, in its sole discretion, finds it necessary or desirable to close any or all portions of the Courts, the Park District shall not be liable to the Applicant for lost profits or otherwise. The successful Applicant shall have access to the Courts only at such time as agreed to and authorized by the Park District.

Applicant Site Clean-up

At all times during the license term, Applicant shall maintain the Licensed Space and all surrounding area in a clean, neat, orderly and safe condition. Applicant shall collect and properly dispose of trash in receptacles.

Applicant shall comply with all laws governing the safe storage and use of all equipment.

Park District Maintenance

The Park District will perform or cause to be performed all cleaning and maintenance to the Courts area.

The Park District shall have the right to enter the Courts and to operate programming and recreation and leisure activities that do not interfere with the Applicant's use. The Park District shall conduct inspections of the Licensed Space as it sees fit.

Legal Requirements

Applicant shall comply with all applicable federal, state and local laws, rules, regulations and requirements ("Legal Requirements") in the operation of the Courts, including but not limited to all applicable sanitation, business licensing, safety, and employment Legal Requirements and any other Legal Requirements necessary for the Applicant to provide the uses, services and benefits at the Courts as provided in the RFP. Applicant is responsible for obtaining and maintaining all necessary licenses and permits, at its sole cost and expense, during the term of its services with the District.

Marketing

It is understood that the names "Family Recreation Center," "Courts" and any associated names, logos, trademarks or copyrights are property of the Oak Brook Park District. The successful Applicant will have a non-exclusive right to use this name and associated logos in conjunction with providing the uses, services and benefits upon prior written approval of the District. Any Applicant use of such name and logos shall cease upon termination or

expiration of the parties' agreement for any reason. The District will provide normal promotion and mention of Applicant's services in the Park District's publications. Any additional advertising of Applicant's services by the Park District may be done for a fee.

Utilities, Alterations

Applicant shall pay the District for all utility costs. Any alteration of improvements to the facilities to accommodate Applicant's services shall be the sole financial responsibility of the Applicant upon prior written approval of the Park District.

Signage

The District retains the right to approve all signage and sign location prior to installation. Applicant must clearly display its company name and logo at each location to distinguish itself from the Park District. Park District's signage (including but not limited to its name and logo) shall be primary on all signage.

Signage should be professionally done and in good taste. Handwritten signs will not be considered acceptable. All signage shall comply with applicable law.

Insurance and Indemnification

Selected Applicant must comply with the insurance and indemnification requirements as described in **Exhibit B**.

Miscellaneous Applicant Requirements

Other requirements of the selected Applicant include the following:

- Applicant shall provide equipment sufficient to provide the Applicant's proposed programming.
- Applicant will be responsible for the proper disposal of all refuse into containers provided by the District. Boxes must be broken down and placed in the appropriate containers. The garbage area must be kept clean.
- Audited annual Financial Statements shall be provided annually to the District.
- Applicant may not install or place any equipment, outside of the Licensed Space, without Park District approval.

Execution of License Agreement

Upon selection of the Applicant(s), a final License Agreement, will be negotiated and executed between the selected Applicant(s) and the District.

FORM OF PROPOSAL

License and Use of Family Recreation Center Basketball Courts

OAK BROOK PARK DISTRICT
1450 Forest Gate Road
Oak Brook, Illinois 60523

TO: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois 60523

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Email: _____

In compliance with the Park District's RFP, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the uses, services and benefits as outlined herein for the Oak Brook Park District, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the RFP.

ACCEPTANCE: This proposal is valid for 120 calendar days from the date of submittal.

Name: _____
Printed

Name: _____
Signed

Title: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated. _____, 2021.

Addendum No. _____, Dated. _____, 2021.

In submitting this proposal, it is understood that the Oak Brook Park District reserves the right to reject any or all proposals, and to waive any informalities in any proposal.

(Corporate Seal)

Business Name

Signature

Print or Type Name

Title

Date

**OAK BROOK PARK DISTRICT
LICENSE AND USE OF FAMILY RECREATION CENTER BASKETBALL COURTS
COURTS APPLICATION**

Answers must be provided with supporting information as necessary.

1. Please describe your organization (Corporation, LLC, sole proprietor, etc.): _____

2. How long has this organization been in existence under your control and/or ownership?

3. How many employees does your organization currently employ? _____

4. Identify all other locations your organization currently uses or operates.

5. Identify the person(s) in your organization that will be directly responsible for providing uses, services and benefits at the Courts and list their abilities, qualifications, licenses and experiences relative to this work. _____

6. Have you or any other principal in your organization been involved in a legal dispute related to your business operations? YES__ NO__

If yes, please describe the outcome of any legal proceedings or indicate if proceedings are ongoing.

7. Provide on a separate page a summary of the specific uses, services and benefits to be provided. **This inventory list will be used by the District as a component of the decision-making process.** Changes in the inventory for good cause will be allowed at the sole discretion of the Park District.

8. Describe the number, characteristics and sizes of Courts required to deliver the uses, services and benefits described in question 7 above.

9. Specify the capital contribution for upkeep and improvements for the Courts.

10. Set forth the proposed annual fee to the District. It is the intent of the District to enter into a five-year agreement with the chosen Applicant.

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

**OAK BROOK PARK DISTRICT
LICENSE AND USE OF FAMILY RECREATION CENTER BASKETBALL COURTS
REFERENCES**

Please provide a description of and contact information from at least three organizations for which your organization has provided previous/similar uses or services or with which your organization has collaborated with to provide the similar uses or services:

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and Description of Services: _____

Complete this form and submit it with Form of Proposal.

Applicant's Name: _____

Signature: _____

EXHIBIT A – PICTURES OF LICENSED SPACE

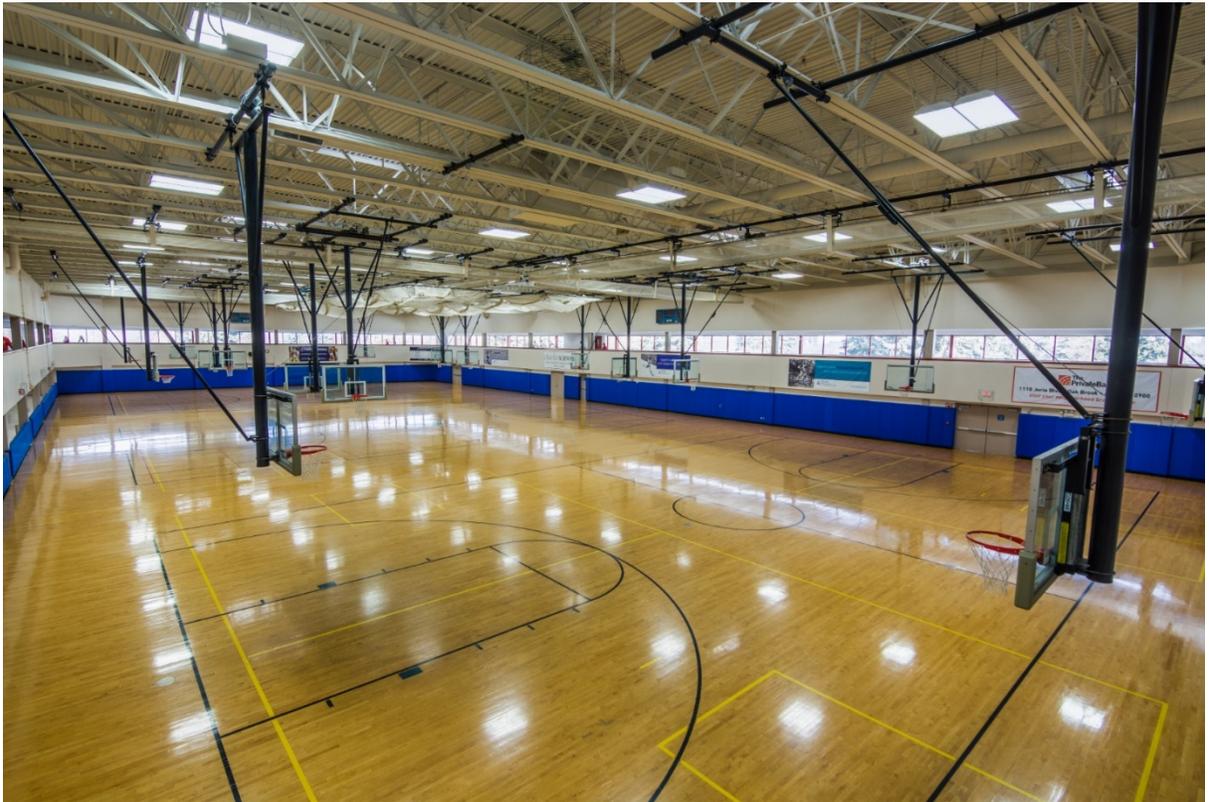


EXHIBIT B- INSURANCE AND INDEMNITY REQUIREMENTS

INSURANCE REQUIREMENTS

Applicant shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Applicant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 4 13, 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).

District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 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 District. Any insurance or self-insurance maintained by the District shall be excess of the Applicant's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Applicant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 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, Applicant 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.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Applicant waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Applicant's use of the premises. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all activities of the Applicant, its employees, agents and subcontractors.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to taking occupancy, Applicant shall furnish 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 District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

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

District shall have the right, but not the obligation, of prohibiting Applicant 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 District.

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

Applicant shall provide certified copies of all insurance policies required above within 10 days of 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, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Applicant's liability policies do not contain the standard ISO separation of insured's 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 the District. At the option of the District, the Applicant may be asked to eliminate such deductibles or self-insured retentions as respects the 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.

INDEMNIFICATION

To the fullest extent permitted by law, Applicant shall indemnify, defend and hold harmless the District, its park commissioners, officers, employees, agents and volunteers from and against any and all liability, loss, damage, cost or expense, including court costs and reasonable attorney's 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 approval of Applicant's proposal, granting of the License or the operation of the Courts, any act or omission of Applicant, its employees, agents, contractors, licensees, or invitees, or any of the activities contemplated by this Agreement, except that the Applicant shall have no liability for damages or the costs incident thereof caused solely by the negligent or intentional wrongful act of the District. Applicant shall similarly protect, indemnify and save harmless the District, its park commissioners, officers, employees, agents and volunteers from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Applicant's breach of any of its obligations under, or Applicant's default of, any provision of this Agreement. Nothing contained herein shall be construed as, nor shall operate as, a limitation or waiver by the District, its agents, of the immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.