

**LEASE AGREEMENT
BETWEEN THE CITY OF COLLINSVILLE AND
COLLINSVILLE COMMUNITY UNIT SCHOOL DISTRICT 10
WITH REGARD TO THE USE OF FIELDS 4 AND 5 AT THE JAYCEE
SPORTS COMPLEX**

This Lease Agreement is made effective the ____ day of March, 2018, by and between the City of Collinsville, Illinois, a home rule municipal corporation (“City”) and the Collinsville Community Unit School District 10 (“Unit 10”) concerning the lease, use, and maintenance of softball fields located on real estate owned by the City of Collinsville;

WHEREAS the City owns certain real property in Collinsville, Illinois, commonly known as Fields #4 and #5 in the Jaycee Sports Complex and located at 198 Complex Drive in Collinsville, Illinois;

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution authorizes the City and Unit 10 to contract with or otherwise associate among themselves, individuals, associations, and corporations in any manner not prohibited by law or ordinance.

NOW, THEREFORE, in consideration of the mutual premises contained in this Agreement, the City and Unit 10 agree as follows:

1. Lease and Term. The City agrees to lease Fields #4 and #5 to Unit 10 from March 1, 2018 through May 31, 2018. This end date may be extended into the first week of June if there is an IHSA post event at the facility.
2. Cost. In consideration hereof, Unit 10 agrees to pay the City the sum of \$3,500.00, to be delivered to the City within ten (10) days of the last party’s approval of this Lease Agreement
3. Use. Unit 10 shall have the right to use and operate Fields #4 and #5 for any softball event that it sponsors, provided that it operates Fields #4 and #5 in a sound and professional manner. Unit 10 may not use Fields #4 and #5, or permit any other person or entity to use Fields #4 and #5, for any improper, immoral or unlawful purpose, for a use or purpose inconsistent with applicable zoning, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to Fields #4 and #5. Fields #4 and #5 shall be a public facility, and the seating, parking, concession stands,

restroom facilities and other specified areas thereof shall be open to the public, subject to reasonable admission fees and other reasonable restrictions as further provided for herein.

4. Contact. The City Manager and the School Superintendent are designated as the points of contact for facility issues.

5. Maintenance. The City shall provide all materials and supplies necessary, and be responsible for all maintenance and preparation of Fields #4 and #5 and associated facilities including: dugouts, backstop, bleachers, concession stand, restrooms, outfield wooden fencing, field playing field lighting, and storage and maintenance facility during their respective seasons. The City will also be responsible for all expenses during their seasons including field marking material, paint for the outfield foul lines, diamond dry, repair clay for mound and plate areas, and any other miscellaneous items used for the everyday care of Fields #4 and #5.

6. Cleanup. The City will maintain and clean the concession stands, perform the general cleanup and disposal of any trash in the areas in and about Fields #4 and #5.

7. Admissions and Concessions. Except for Illinois High School Association post season tournament games, Unit 10 shall not charge admission or parking fees for events at Fields #4 and #5 that it sponsors during their respective seasons. Unit 10 shall supply, at its own expense, all equipment, fixtures, supplies, and staff or other persons required or necessary to sell admissions at Fields #4 and #5.

8. Scheduling. The scheduling of Fields will be done by Unit 10 and copies of the schedules shall be provided to the City.

9. Advertisement. Temporary banners, outfield and sideline fence advertising may be instituted with the City's permission and the lease thereof shall not exceed the terms of this lease. Any revenues generated by advertising will be used by Unit 10 for the sole purpose of the maintenance and continued renovation of Fields.

10. Assignment. Unit 10 shall not have the right to assign this Lease or let or sublet the whole or part of Fields #4 and #5 without the express written consent of the City, which shall be exercised at its sole and arbitrary discretion.

11. Insurance. Unit 10 agree to carry all necessary and appropriate property and liability insurance for Fields #4 and #5, at its sole expense, and shall arrange for the City to be named as an additional insured on its liability policy. Certificates of insurance shall be delivered by Unit 10 to the City.

12. Indemnification. Unit 10 agree to and shall indemnify, defend and hold the City, and its successors and assigns, and the officers, employees, agents and contractors, harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, and costs that arise directly or indirectly from or in connection with Unit 10's use of Fletcher Field, breach of this Lease, and/or any violation of governmental or insurance requirements of Unit 10.

13. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois with venue of any litigation between the parties stipulated to being in the Madison County Circuit Court.

IN WITNESS WHEREOF, the City and Unit 10 have executed this Lease Agreement on the days written below.

CITY OF COLLINSVILLE

By: _____
Mayor

Dated: _____, 2018

COLLINSVILLE COMMUNITY SCHOOL DISTRICT 10

By: _____
President

Dated: _____, 2018