



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: November 8, 2018
MEMO TO: S. Michael Rummel, Chair
Finance Committee
FROM: James E. Ballowe
Director of Facilities

RECOMMENDATION: Approve Equestrian Riding Lesson License Agreements with the following independent contractors of Townline Stables, LLC at the equestrian facility in Mettawa, Illinois:

- 1. Beth Contos
- 2. Claire Yates

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: There is no financial impact to the District as these instructors are independent contractors of Townline Stables, LLC.

BACKGROUND: The District recently amended the License Agreement with Townline Stables, LLC, pursuant to which Townline operates and manages the District-owned stable facilities at Grainger Woods Forest Preserve. As part of that agreement, Townline may allow equestrian riding instructors (who are independent contractors) to offer equestrian riding lessons at Townline Stables if the instructors enter into a License Agreement with the District, that is approved by the District's Finance Committee. As part of these agreements, the independent contractors must provide insurance as required by the District, which names the District as an additional insured. The attached license agreements would allow the licensees to provide equestrian lessons at Townline Stables.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Corporate Counsel.

APPROVAL:

Motion to approve License Agreements with Equestrian Riding Instructors at Townline Stables, LLC in the forms attached hereto.

Date: _____ **Roll Call Vote: Ayes:** ____ **Nays:** ____

Voice Vote Majority Ayes; Nays: ____

Lake County Forest Preserve District

License Agreement for Equestrian Riding Lessons

This License Agreement (this "Agreement") is dated and executed as of November 8, 2018 (the "Effective Date"), and is between the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq. (the "District"), and Beth Contos (the "Licensee"). In consideration of the provisions below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Licensee agree as follows:

1. Background. The District has entered into that certain "License Agreement Granting a Concession with Townline Stables, LLC" with an effective date of March 1, 2012, as amended (the "Townline License Agreement"). Pursuant to the Townline License Agreement, Townline Stables, LLC ("Townline Stables") may develop, manage and operate the "Equestrian Facility" (as defined in the License Agreement) at Grainger Woods Conservation Preserve (the "Licensed Premises") and may provide, through third parties, equestrian riding lessons on the Licensed Premises. Licensee desires to provide equestrian riding lessons on the Licensed Premises, and the District is willing to allow Licensee to do so, pursuant to the terms of this Agreement.
2. Grant of License; Term. Subject to this Agreement, the District hereby grants to the Licensee a non-exclusive revocable license (the "License") to enter upon and across the Licensed Premises for the sole purpose of providing equestrian riding lessons (the "Lessons"). The License is a contractual right only, and the Licensee does not and will not have any legal, beneficial, or equitable interest in the Licensed Premises. The License term will end on March 31, 2027 unless sooner terminated as provided in this Agreement (the "Term").
3. Right to Inspect. The District may inspect and evaluate the Licensed Premises and Licensee's operations on the Licensed Premises at any time to ensure compliance with this Agreement.
4. Lessons. Licensee shall provide the Lessons on the Licensed Premises, in a professional manner, at no cost and expense to the District, and in accordance with this Agreement and all applicable laws. Licensee shall not damage District property in any manner, or leave or discard any trash, rubbish, paper, articles or object of any kind whatsoever on District property. Licensee shall repair any damage caused by Licensee and maintain any portion of the Licensed Premises used by Licensee in a safe, good and clean condition without hazard to public use.
5. Insurance. During the Term, Licensee shall maintain in force the insurance coverages and limits identified in the certificate of insurance attached to this Agreement (the "Required Insurance"). On each anniversary of the Effective Date, and within ten (10) days after obtaining coverage from a different insurer, Licensee shall provide to the District certificates of insurance acceptable to the District and, if requested by the District, applicable policies and policy endorsements executed by a duly-authorized representative of each insurer, evidencing compliance with the insurance requirements of this Section.
6. Indemnification. Except to the extent attributable to the negligence or intentional acts or omissions of the District, or its commissioners, officers, agents, or employees, Licensee, to the full extent

permitted by law, shall protect, indemnify, and hold harmless, and defend the District and its commissioners, officers, agents, attorneys, volunteers, and employees from any and all losses, expenses, claims, costs, causes, and damages including, without limitation, litigation costs and attorneys' fees that may arise or relate to, or be alleged to have arisen or relate to, Licensee's acts or omissions related to the License. The obligations of Licensee pursuant to this Section 6 shall not be limited by the amounts of any insurance provided by Licensee.

7. Termination. The District may terminate this Agreement (i) immediately (a) upon written notice to Licensee that Licensee has failed to comply with its obligations under this Agreement, (b) upon termination of the Townline License Agreement, or (c) if the Required Insurance, naming the District as an additional insured, is no longer in full force and effect or (ii) within thirty (30) days after written notice to Licensee, if the District determines in its absolute discretion that it is in its best interests to do so. In addition, Licensee's obligations to indemnify the District and any liabilities of Licensee that have accrued as of such termination will survive. Townline Stables may terminate this Agreement immediately upon notice to Licensee, if Townline Stables determines in its absolute discretion that it is in its best interests to do so.

8. General Provisions.

A. This Agreement is the entire agreement between the parties and supersedes all of their prior agreements and negotiations, written or oral, relating to the subject matter of this Agreement.

B. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. Neither this Agreement nor the License may be assigned by the Licensee. An "assignment" includes any merger, consolidation, sale or purchase of any or all of Licensee's assets, or any change in control of Licensee.

[Signature Page Follows]

Licensee:

Beth Contos

Beth Contos

District:

Name: Alex Ty Kovach

Its: Executive Director

Lake County Forest Preserve District

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- Lessons. Licensee shall provide the Lessons on the Licensed Premises, in a professional manner, at no cost and expense to the District, and in accordance with this Agreement and all applicable laws. Licensee shall not damage District property in any manner, or leave or discard any trash, rubbish, paper, articles or object of any kind whatsoever on District property. Licensee shall repair any damage caused by Licensee and maintain any portion of the Licensed Premises used by Licensee in a safe, good and clean condition without hazard to public use.
- Insurance. During the Term, Licensee shall maintain in force the insurance coverages and limits identified in the certificate of insurance attached to this Agreement (the "Required Insurance"). On each anniversary of the Effective Date, and within ten (10) days after obtaining coverage from a different insurer, Licensee shall provide to the District certificates of insurance acceptable to the District and, if requested by the District, applicable policies and policy endorsements executed by a duly-authorized representative of each insurer, evidencing compliance with the insurance requirements of this Section.
- Indemnification. Except to the extent attributable to the negligence or intentional acts or omissions of the District, or its commissioners, officers, agents, or employees, Licensee, to the full extent permitted by law, shall protect, indemnify, and hold harmless, and defend the District and its commissioners, officers, agents, attorneys, volunteers, and employees from any and all losses, expenses, claims, costs, causes, and damages including, without limitation, litigation costs and attorneys' fees that may arise or relate to, or be

alleged to have arisen or relate to, Licensee's acts or omissions related to the License. The obligations of Licensee pursuant to this Section 6 shall not be limited by the amounts of any insurance provided by Licensee.

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8. General Provisions.

A. This Agreement is the entire agreement between the parties and supersedes all of their prior agreements and negotiations, written or oral, relating to the subject matter of this Agreement.

B. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. Neither this Agreement nor the License may be assigned by the Licensee. An "assignment" includes any merger, consolidation, sale or purchase of any or all of Licensee's assets, or any change in control of Licensee.

[Signature Page Follows]

Licensee:

Claire Yates
Claire Yates

District:

Name: Alex Ty Kovach
Its: Executive Director