

**PERMIT AGREEMENT FOR PUBLIC USE  
HANOVER PARK BOYS FOOTBALL ASSOCIATION, INC.**

THIS PERMIT AGREEMENT FOR PUBLIC USE, made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Hanover Park Football Association, Inc., an Illinois not-for-profit corporation, Permittee, and the Village of Hanover Park, a municipal corporation of the State of Illinois, with principal offices at 2121 West Lake Street, Hanover Park, Illinois, Permitter.

**WITNESSETH THAT:**

**ARTICLE ONE**

**1.01 PREMISES**

The Permitter for and in consideration of the continuing responsibility for the ongoing and continuous maintenance at Permittee's sole expense, of all Football Association recreational facilities and other Football Association improvements located on the Premises (collectively referred to herein as the "Permit Premises", and of the hereinafter covenants and agreements, does hereby grant a non-exclusive Permit to the Permittee, and its teams, managers, members, coaches, umpires, players, players' families, volunteers, invitees, guests and agents (collectively, "Permittee Agents") for use of the Premises described and depicted in the drawing marked Exhibit "A" which is attached hereto and made a part hereof, located in the Village of Hanover Park, Illinois, in the County of Cook, for public recreation purposes, as more specifically described in Article Two, Paragraph 2.01 hereof, which permit is subordinate to a lease agreement entered into between Permitter and the Metropolitan Water Reclamation District of Greater Chicago (MWRD) which lease was entered into pursuant to authority granted the District by 70 ILCS 2605/8 and 8c. The Permitter also grants Permittee and Permittee's Agents a non-exclusive permit for ingress and egress to and from the Permit Premises.

**1.02 TERM OF PERMIT**

The term of this Permit is 2 years, beginning on the 1st day of July, 2013, and ending on the 30th day of November, 2015, unless said permit shall be sooner ended under the provisions hereof.

**ANYTHING CONTAINED IN THIS PERMIT TO THE CONTRARY NOTWITHSTANDING, THIS PERMIT IS TERMINABLE BY PERMITOR IN ACCORDANCE WITH SERVICE UPON PERMITEE OF A TWO HUNDRED SEVENTY (270) DAY NOTICE TO TERMINATE AFTER DETERMINATION BY THE PRESIDENT AND BOARD OF TRUSTEES OF PERMITOR THAT THE PREMISES (OR PART THEREOF) SHALL NO LONGER BE SUBJECT TO THIS PERMIT.**

**ARTICLE TWO**

**2.01 USE OF PERMITTED PREMISES**

- A. It is understood that the the Premises are to be used by said Permittee for the sole and exclusive purpose of Public Recreational Purposes and specifically for the promotion and support of community recreational programs and other incidental purposes as are reasonable related thereto and for no other purpose whatsoever. The Permitter shall also permit the Premises to be used by others for Public Recreational Purposes when not scheduled by Permittee with Permitter for Permittee's use.

- B. The Permittee shall have the primary responsibility for the maintenance of order and the enforcement of the provisions of this Article Two as it related to the used Premises by Permittee except when the Permittee is not scheduled for use of the Premises.
- C. Facility Scheduling. The Permitter's Public Works Department shall have the primary responsibility in scheduling the use of the Premises. Should there be a dispute as to the scheduled use or type of program or activity to be conducted on the Premises, the decision of Permitter's Public Works Director shall be final. The Village will endeavour to notify the permittee prior to this decision.
- D. Improvements. The Permittee shall also have the right, at its sole cost, to erect or permit to be erected on said Premises such improvements or modifications as are reasonably necessary for furthering the permitted uses of said Premises for Permittee's use, providing that such improvements or modifications conform to the construction standards and land use regulations of the Permitter and are first approved by the Permitter.

Permittee and Permitter shall each continue autonomously their respective entities and organizations to serve the youth of the Village of Hanover Park with healthy and affordable recreational and fitness activities for all abilities. Permittee and Permitter shall endeavor to incrementally improve the appearance and functionality of the Premises to enhance the programs as well as the appearance within the Village of Hanover Park.

- E. Use of the Football Athletic Fields shall be limited to the period of July through November of each year during the Term of this Permit (the "Football Season").
- F. Hours of use of the Athletic Fields shall be limited to 7:00 a.m. to sunset ("Hours of Use"), unless approved for a night game with lights or otherwise approved.

## 2.02 PROHIBITED USES AND ACTIVITIES

Permittee specifically agrees not to use the said Premises or any part thereof, or suffer them to be used for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Permittee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, consumed, or brought upon the Premises by Permittee or Permittee's Agents. Hunting and the manufacture, sale, distribution, discharge and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited. No smoking will be allowed on the premises.

**2.03 PERMITEE TO YIELD UP PREMISES, ETC., UPON TERMINATION  
OF PERMIT AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY PERMITOR**

The Permittee agrees that upon termination of the Permit under the provisions hereof, to yield up said Premises, together with any buildings or improvements which may have been or may be constructed or placed upon the Premises of the Permitter. Within ninety (90) days of the termination of the Permit, Permitter will determine which, if any, improvements constructed by Permittee whether prior to or during the term of this Permit on the Premises shall be demolished. Permittee will, upon receipt of sixty (60) days advance written notice, demolish at Permittee's sole cost and expense, the improvements identified by Permitter. Should Permittee fail to demolish the improvements after notice, Permitter will have these improvements demolished and Permittee will be required to pay all costs therefor. This requirement survives expiration or termination of this Permit Agreement.

**2.04 NO NUISANCE PERMITTED**

The Permittee covenants and agrees not to maintain any nuisance on the Premises or permit any noxious odors to emanate from the Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Premises.

**2.05 PREMISES TO REMAIN CLEAN AND SANITARY**

The Permittee covenants and agrees to keep the Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the Village of Hanover Park, Illinois (wherein the Premises is located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

Permittee specifically agrees not to use or permit the Permit Premises to be used for any unlawful and/or immoral purpose and/or business.

**2.06 PERMITTEE SHALL ABIDE BY LAW**

The Permittee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the Village of Hanover Park, Illinois (wherein the Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Premises, the Permittee and/or Permittee's use of the Premises.

## **ARTICLE THREE**

### **3.01 INDEMNIFICATION**

The Permittee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and hold harmless the Permitter, its officers, officials, agents, servants, employees and volunteers against any claim (whether or not meritorious), loss, damage, cost or expense which the Permitter, its officers, agents, servants, employees and volunteers may suffer, incur or sustain or for which it may become liable, arising out of any injury to or death of persons or loss or damage to property which shall at any time during the Permit be caused by or in connection with the use, occupancy or possession of the Premises by the Permittee, and for any such loss, damage, cost or expense which shall at any time during the Permit be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Premises, whether the same be caused by the negligence of Permittee, or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Premises, or the use of the Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Permittee growing out of any such claim, loss, damage, cost or expense, the Permitter may give written notice of the same to the Permittee, and thereafter the Permittee shall attend to the defense of the same and save and hold harmless the Permitter from all expenses, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

### **3.02 INSURANCE**

The Permittee, prior to entering upon the Premises and using the same for the purpose for which this Permit is granted, shall procure, maintain and keep in force at Permittee's expense, commercial general liability insurance in which the Permitter, its officers, agents, and employees are a named insured and fire and extended property coverage on an all risk property insurance policy in which the Permitter is named as the Loss Payee. ("CLAIMS MADE" policies are unacceptable.) Said insurance shall be from a company to be approved by the Permitter, having policies with limits of not less than:

**COMMERCIAL GENERAL LIABILITY**  
**Combined Single Limit Bodily Injury Liability**  
**Property Damage Liability**  
**(Including Liability for Environmental Contamination of Adjacent Properties)**  
**in the amount of not less than \$3,000,000.00 per occurrence**

Prior to entering upon said Premises, the Permittee shall furnish to the Permitter certificates of such insurance and policy endorsements as evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Permitter's written request, Permittee shall provide Permitter with copies of the actual insurance policies within ten (10) days of Permitter's request for same. Such certificates and insurance policies shall clearly identify the Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Permitter. The provisions of this paragraph shall in no way limit the liability of the Permittee as set forth in the provisions of 3.01 above.

Permittee and Permittee's Contractors will cause the Village, the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), and their respective Commissioners, officials, officers, employees, volunteers, servants, agents, successors and assigns to be named as Additional Insured under the CGL coverage and umbrella coverage(s) (the "Additional Insured")

Prior to commencing any Sports Activity and/or other use of the Permitted Premises, the Permittee shall furnish the Permittor with the above described Certificates of Insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above

The Permittee and Permittee's Contractors shall be insured by insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A;VII using the most recent edition of the A.M. Best's Key Rating Guide. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

Permittee represents and warrants to the Village that the following Permittee's Agents are insured under Permittee's above described Insurance coverages and policies: umpires, referees, officials, and schedulers (collectively, "Permittee Game Officials"). Accordingly, the Permittee Game Officials shall not be required to procure and/or maintain the above mentioned types and amounts of insurance coverages, provided that said Permittee Game Official is insured under Permittee's above mentioned insurance coverages and policies.

### **3.03 INSURANCE ON IMPROVEMENTS**

The Permittee shall keep any buildings and improvements erected, constructed or placed on the Premises by Permittee fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Permittee's own expense at all times by an insurance company or companies approved by the Permittor.

### **3.04 PERMITOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS**

It is covenanted and agreed that the Permittor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings, structures or other improvements. Neither the Permittor nor the Permittee shall be responsible, liable to, or have any obligation to any third party user for loss of property by reason of theft, fire, storm, hail, or flood.

### **3.05 LIENS**

Permittee shall not make any contract or agreement for construction, alteration, repair or maintenance on said Premises of any improvement now or hereafter erected thereon unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for payment, mechanic's or materialmen's liens against the Premises or any public fund or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any buildings or improvements, alterations or repairs or maintenance or operation of the facility, at any time shall be or may become entitled to any lien thereon whatsoever.

**ARTICLE FOUR**

**4.01 NOTICES**

All notices herein provided for from the Permitter to the Permittee or Permittee to Permitter shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to

the Permittee at:

Hanover Park Boys Football Association  
P.O. Box 396  
Streamwood, IL 60107  
Attn: President

or to Permitter at:

Village of Hanover Park  
2121 West Lake Street  
Hanover Park, IL 60133  
Attn: Village Manager

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Permit and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

**4.02 NO ASSIGNMENT OR SUBLEASE**

It is agreed by and between the parties that the Permit shall not be assigned by the Permittee nor any part of this Permit to any other individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the Permitter.

It is agreed that this Permit shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Permittee.

**ARTICLE FIVE**

**5.01 PERMITTEE WILL NOT ALLOW WASTE TO IMPROVEMENTS**

The Permittee will keep its improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Permittee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

## 5.02 CONDITION OF PREMISES AND IMPROVEMENTS NOT WARRANTED

Permittee expressly acknowledges that the Permitter has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Premises or the improvements upon the Premises for the purpose set forth in this Permit, or for any other purpose or use express or implied by the Permit. Permittee accepts the Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Permittee acknowledges that it has inspected the Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

## ARTICLE SIX

### GENERAL ENVIRONMENTAL PROVISIONS

#### 6.01 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Permittee shall use the Premises only for purposes expressly authorized by this Permit. Permittee will not do or permit any act that may impair the value of the Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Premises.

#### 6.02 CONDITION OF PREMISES (ENVIRONMENTAL)

Permittee has been the prior user of the Premises. Permittee warrants and represents that to the best of Permittee's actual knowledge, during the period of such prior occupancy/use the Premises and improvements thereon including all personal property, are free from contamination by any Hazardous Materials, that here has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Premises as defined by any Environmental Laws, and that the Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps.

#### 6.03 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Permit Agreement for Public Use, the Permittee indemnifies, exonerates, and holds the Permitter and its officers, officials, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Permittee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter in connection with Permittee's use of the Premises relating to the protection of the environment, or (iii) the release or threatened release by Permittee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Premises, or any property to which the Permittee, its parent company or any of its subsidiaries has sent Hazardous Materials,

(including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), provided that, to the extent Permitter is strictly liable under any Environmental Laws, Permittee's obligation to Permitter under this indemnity shall be without regard to fault on the part of the Permittee with respect to the violation of law which results in liability to Permitter to the extent of Permittees contribution to the violation.

- B. Permittee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Premises to adjacent properties caused by Permittee. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Permittee shall give immediate written notice of the same to the Permitter, and Permittee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.
- C. Permittee shall be responsible for all costs for remediation of the Premises for contamination caused by Permittee that migrates from adjacent property during the term of the Permit but Permitter may seek recovery from any other responsible third party.

#### 6.04 ADDITIONAL ENVIRONMENTAL COVENANTS

Permittee shall cause each of its contractors, subcontractors, employees and agents to:

- A.
  - (1) Use and operate all of the Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;
  - (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused by Permittee or any person permitted to use the Premises by Permittee or any third party during the term of the Permit except Permitter;
  - (3) provide notice to the Permitter of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

- B. Notify Permitter by telephone within two hours of Permittee's actual knowledge the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Permitter within 72 hours of the event, with copies of all written notices by Permittee that are reported to government regulators or received from the government regulators.

## ARTICLE SEVEN

### 7.01 OTHER PROVISIONS

- A. All materials, records, data, and other information acquired, developed, or documented by Permittee shall remain its respective properties.
- B. Permittee shall continue to use its best efforts to continue their programs on the Premises and continue to serve the youth of the Village of Hanover Park.
- C. Permitter shall select a member of its corporate authorities to be a liaison between Permitter and Permittee. Permittee shall select one of its members to be a liaison between Permittee and Permitter.
- D. This agreement does not create any third party beneficiary, principal, agent, partnership, of joint venture, or any other association or relationship.
- E. All parties shall use their best efforts to advance the objects of this Permit Agreement for Public Use.
- F. Permittee shall promptly notify Permitter of any accident or injury to any player, coach, umpire or spectator that results in an ambulance being called to assist the injured party. Permittee shall call 630-823-5656 immediately (within 24 hours) following such accident and/or injury. Permittee shall keep a file of all such injuries, which shall be furnished to the Permitter upon the Permitter's request.
- G. Cancellation of Use of Athletic Fields. The Permitter reserves the right to cancel use of any Athletic Field at any time due to weather conditions, field conditions and/or in the event the Permitter otherwise determines that such cancellation is necessary.
- H. Parking. All parking for Sports Activities shall be within established and posted guidelines on adjacent streets and/or parking lots, subject to applicable state and local rules, regulations and ordinances. At no time shall vehicles and/or heavy equipment be operated or parked on the Permitted Premises.
- I. No Lease. The Parties agree that this Agreement confers upon the Permittee only a non-exclusive Permit and right to use the Permit Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Permittee a leasehold interest in the Permit Premises or any portion thereof. In the event of default by the Permittee, the Permitter shall

not be obligated to bring a forcible entry and detainer action to terminate Permittee's rights hereunder.

- J. In the event of the failure of a Party to perform any or all of its duties and obligations under the terms and conditions of this Agreement, the other Party shall notify the defaulting Party of such default in writing, and the defaulting Party shall have thirty (30) days from receipt of notice to cure the default (the "Cure Period"). In the event said default is not cured within Cure Period, or in the event of repeated defaults, the non-defaulting Party shall be entitled to terminate this Permit Agreement and shall be entitled to all remedies available at law and/or equity to enforce its rights under this Agreement, and shall be entitled to recover its costs in bringing such suit, including its reasonable attorney's fees. Notwithstanding the foregoing, however; in the event Permittee fails to maintain the described types and minimum amounts of insurance coverages and requirements, (collectively, "Insurance Requirements"), the permits granted herein shall be immediately suspended until Permittee complies with the Insurance Requirements and furnishes documentation to the Permitter evidencing such compliance.
- K. Termination of this Agreement with or without cause shall not relieve the Parties from any obligation, duty, and/or obligation required of said Parties accruing prior to the effective date of such withdrawal and/or termination.
- L. Security. The Permittee assumes and exercises full responsibility for the security of the Permit Premises during all activities contemplated by this Agreement. The Permittee shall provide such security for the Permit Premises at its own cost. In no event shall the Village, MWRD and/or any of their respective Commissioners, officers, officials, employees, servants, volunteers, and/or agents be responsible for providing security for any Sports Activities and/or use of the Permit Premises by Permittee and/or Permittee's Agents. Licensee shall immediately pay the Village of Hanover Park for any charges attributable to responding to any alarms relative to Permittee's use of the Permit Premises, by Permittee, Permittee's Agents, and/or Permittee's Contractors
- M. Permittee will budget sufficient funds to ensure that lawn is mowed once per week during growing season, weather permitting; regular litter pickup as needed; general maintenance and repairs necessitated by normal wear and tear; and weed control/monitoring, weather permitted; and pre-season maintenance and such other maintenance and preparation as reasonably necessary for Permittee and Permittee's Agents to participate in the sports activities.
- N. Concession Stands. Permittee agrees to abide by all applicable Village of Hanover Park and other applicable Building and Health Department Codes ordinances, regulations and laws, and to obtain all necessary permits and licenses from the proper authorities with respect to Permittee's use of all concession stands operated by or on behalf of Permittee hereunder and shall provide copies of all such permits, licenses, and inspection reports to the Permitter. Permittee shall furnish the Permitter with a list of all equipment owned and/or leased by Permittee within the Concession Stands to the

Permitor, and use of all such equipment shall be subject to Permitor approval and shall be immediately removed upon request by the Permitor. The Permitor and its designees shall have access at all times to inspect the Concession Stands.

- O. **Inspection.** Permittee shall be solely responsible for inspecting the Permit Premises immediately prior to each Sports Activity or other use of the Permit Premises in order to identify any unsafe condition and to determine whether the Permit Premises are adequate for Permittee and Permittee's Agents use of said Permit Premises. Permittee shall immediately report any unsafe or dangerous condition to the Permitor and Permittee and Permittee's Agents shall not be permitted to use said Permit Premises until said unsafe and/or dangerous condition is repaired and/or removed.
- P. **Alterations.** Permittee shall obtain Permitor's approval prior to performing any alterations of any Athletic Field and/or other permit premises. All Permittee's Contractors performing any repairs, alterations, restoration, or other work upon any Athletic Field and/or other Permit Premises must be approved by the Permitor and must furnish documentation evidencing compliance with the insurance requirements herein prior to performing any such work.

#### 7.02 MISCELLANEOUS

- A. This Agreement sets forth the entire understanding of the Parties. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.
- B. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for purposes of enforcing this Agreement shall be the Circuit Court of Cook County, Illinois.
- C. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.
- D. Licensee shall not assign any rights granted hereunder without the prior written approval of Permitor which Permitor may withhold in its sole and absolute discretion. Any such non-permitor assignment shall be null and void.
- E. The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section which they appear.
- F. This Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

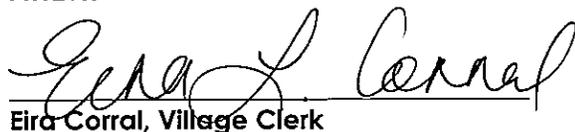
- G. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.
- H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and the he or she does so voluntarily and in his or her official capacity.
- I. Facsimile signatures shall be sufficient for purposes of negotiating, executing, and finalizing this Agreement.
- J. The Village of Hanover Park will allow Permittee to advertise their registration dates and homecoming on the Village's Barrington Road marquee sign. Village to approve all content.
- K. Permittee may be on up to four Village cable slides to promote registration activities.
- N. All Permittee banners and advertising must have prior approval by Permitter before being installed. Signs and banners must be removed from the premises after the season has been completed.

IN WITNESS WHEREOF, the Village of Hanover Park, Illinois, has caused this instrument to be executed in triplicate by its Village President and attested by its Village Clerk, and its corporate seal to be hereunto affixed; and Hanover Park Football Association, Inc., an Illinois not-for-profit corporation has caused this instrument to be executed in triplicate by its President and Secretary all on the day and year first above written.

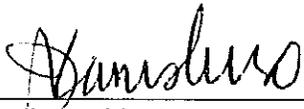
VILLAGE OF HANOVER PARK, ILLINOIS

By:   
Rodney S. Craig  
its Village President

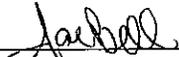
ATTEST:

  
Eira Corral, Village Clerk

HANOVER PARK FOOTBALL ASSOCIATION, an Illinois not-for-profit corporation

By:   
its President

ATTEST:

  
its Secretary