

Village Board

President

Frank Soto

Trustees

Morris Bartlett

Susan Janowiak

Robert "Bob" Jarecki

Martin O'Connell III

JoEllen Ridder

Henry Wesseler

Village Clerk

Ilsa Rivera-Trujillo

Village Manager

Michael Cassidy



BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois
VILLAGE BOARD
RECREATION AND COMMUNITY BUILDING
COMMITTEE MEETING
AGENDA
7:30 PM November 25, 2014
Or Immediately Following the Technology Committee
Meeting

Call to Order

Roll Call

Approval of Minutes:

October 21, 2014 Recreation and Community Building Committee Minutes

ACTION ITEMS

1. Consider a Resolution Approving and Ice License and Facility Use Agreement with The Team Illinois Hockey Club

This Agreement would make the Edge Ice Arena home to the Team Illinois girls hockey club, a Tier I, AAA youth hockey organization. This agreement allows the Edge to support a girls hockey program, which is the fastest growing segment of youth hockey in the country. The Agreement is projected to produce license fees of \$141,700, \$145,600 and \$150,300 over the next three years. Staff recommends approval.

2. Consider a Resolution Approving a Ice License and Facility Use Agreement with The Chicago Steel Junior Hockey Team

The Village has shared a long relationship with the Chicago Steel Junior Hockey Team. This Agreement extends our commitment to the Steel for one year with automatic renewals for the next two years (total of three years). The Agreement requires the Steel to pay \$70,000 in ice rental fees, which is a \$20,000 increase over the previous contract. Staff believes the new Agreement more accurately reflects the value of the contract. In addition, the Village benefits from the concession commissions and the amusement tax collected. Staff recommends approval of the revised agreement.

INFORMATIONAL ITEMS

Adjournment

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**November 25, 2014**DESCRIPTION:**October 21, 2014 Recreation and Community Building Committee Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**

Approval of the minutes as presented.

ATTACHMENTS:

Description

DRAFT_141021_REC

Upload Date

11/19/2014

Type

Cover Memo

**Village of Bensenville
Village Board Room
12 South Center Street
Bensenville, Illinois 60106
Counties of DuPage and Cook**

**MINUTES OF THE RECREATION AND COMMUNITY BUILDING COMMITTEE
October 21, 2014**

CALL TO ORDER: Chairman O'Connell called the meeting to order at 7:38 p.m.

PRESENT: Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Chairman O'Connell, President Soto, Bartlett, Jarecki, Janowiak, Ridder, Wessler

Absent: None

A quorum was present.

Village Clerk, Ilsa Rivera-Trujillo, was also present.

Staff Present: Cassady, Caracci, DiSanto, Finner, Flood, Kosman, Patel, Rysavy, Sloth, Viger, Williamsen

Approval of Minutes:

The March 18, 2014 Recreation and Community Building Minutes were presented.

Motion:

Chairman O'Connell made a motion to approve the minutes as presented. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

Bella Vista Agreement:

Village Manager, Michael Cassady, presented to the Committee a resolution for an agreement with Bella Vista for leasing the Edge Ice Arena Concessions along with an Ordinance amending the Village of Bensenville Code regarding liquor licenses.

Mr. Cassady stated operating concessions at the Edge Ice Arenas has been burdensome and costly for the Village of Bensenville for years. Mr. Cassady stated between 2003 and 2011 the average loss per year was \$82,684. Mr. Cassady stated beginning in 2012 the Village began allowing local business Bella Vista Banquets and Catering to operate one of the concession stands at the Jefferson Edge with 25% of their gross profits going to the Village. Mr. Cassady stated the pilot program was so successful that the Village allowed Bella Vista to operate all of the Edge concessions in 2014. Mr. Cassady stated in less than eight months, the Village has made over \$55,000 in net profit from the commission. Mr. Cassady stated due to the success of Bella Vista at the Edge, and their commitment to quality customer and food service, this agenda item proposes a 3-year agreement with two option years to lease Edge concessions to Bella Vista. Mr. Cassady stated Staff estimates the 25% commission year round will net the Village \$80,000 to \$90,000 per year. Mr. Cassady stated this action would also require a text amendment creating a "Class I" Government-Owned Sports Complex liquor license. Mr. Cassady stated Staff recommends approval.

There were no questions from the Committee.

Motion: Chairman O'Connell made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

Informational Items: Trustee Ridder asked for a survey of surrounding communities time restrictions on lights and music at parks.

ADJOURNMENT: Chairman O'Connell made a motion to adjourn the meeting.
Trustee Ridder seconded the motion.

All were in favor. Motion carried.

Chairman O'Connell adjourned the meeting at 7:50 p.m.

DRAFT

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, November 2014

TYPE:
Resolution

SUBMITTED BY:
Todd Finner

DEPARTMENT:
Recreation and Community
Development

DATE:
November 25, 2014

DESCRIPTION:

Consider a Resolution Approving and Ice License and Facility Use Agreement with The Team Illinois Hockey Club

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	<i>Financially Sound Village</i>	X	<i>Enrich the lives of Residents</i>
	<i>Quality Customer Oriented Services</i>		<i>Major Business/Corporate Center</i>
	<i>Safe and Beautiful Village</i>		<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

Recreation and Community Building Committee

DATE:

November 25, 2014

BACKGROUND:

The Village has encouraged the Team Illinois Hockey Club to use the Edge Ice Arenas as its home facility for its girls hockey program. The intent is to fill a void in the programming mix currently offered at the Edge. Girls hockey is the fastest growing segment of youth hockey around the country. The Edge Ice Arena is strategically located to support a girls hockey program and in turn provides greater opportunity for girls hockey players in the area to be exposed to NCAA coaches and recruiters.

KEY ISSUES:

The Resolution presented approves an Ice License and Facility Use Agreement with Team Illinois. This agreement would be a 3 year agreement with an escape clause at the end of the first and second years. The agreement will require Team Illinois to purchase ice times from September to June of each year.

ALTERNATIVES:

- The Resolution required approval by the Village Board. Should the Board not approve the Resolution, Team Illinois would not be entitled to use the Arenas under the terms of the proposed Ice License and Facility Use agreement with Team Illinois.
- Discretion of the Committee

RECOMMENDATION:

Staff recommends that the Village Board approve the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total projected license fees are projected to be \$141,700, \$145,600 and \$150,300 over the next 3 years. These revenues are included in the 2015 budget.

ACTION REQUIRED:

Approve the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Ice Arena License Resolution	11/17/2014	Resolution Letter
Team Illinois Agreement 2014-2017	11/19/2014	Backup Material

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH TEAM ILLINOIS HOCKEY CLUB**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Team Illinois Hockey Club, an Illinois Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, Team Illinois Hockey Club has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Team Illinois Hockey Club.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 28th day of October 2014.

APPROVED:

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into on the date this License is fully executed, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and The Team Illinois Hockey Club, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to the Licensee and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on August 25, 2014 and shall continue for a period of three (3) years (the "Term") until August 24, 2017. Notwithstanding the foregoing, Team Illinois may terminate this License prior to either the second or third year of the Term by giving written notice on or before January 31 of the year before that Term year commences.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than sixty (60) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of three hundred fifty dollars (\$350.00) per hour for all times.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. A three (3%) percent increase shall apply to the hourly rate first established in paragraph 4 b. of this License upon each annual anniversary of this License (year 2 – \$360.50; year 3 - \$371.32).

- f. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- g. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Only the Team Illinois Girls Hockey program may use the Arena under this License. Facility usage by any other age level, division or classification shall be decided upon at the sole discretion of Licensor and shall be required to be requested with not less than fourteen (14) days written notice.
- c. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators.
- d. Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon written or verbal notice, to preempt Licensee's use of the Arena or Locker Rooms. Licensor shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensor, issue refunds or credits in lieu of said ice time.
- e. Licensor reserves the right to excuse any individual or group from the Premises for bringing any form of outside food, beverage or alcohol without receiving and presenting prior written approval from Edge Ice Arenas management.
- f. Licensor reserves the right to excuse any individual or group from the Premises for occupying any area of the facility that is not deemed a "common" area without prior written and presentable approval from Edge Ice Arenas management. These areas include but are not limited to the Olympia tunnel, compressor room, cleaning supplies room, food and beverage stock room, skyboxes, lower management offices, all supply and storage rooms, AHAI offices, ballet room, Steel locker room and Robert Morris University locker rooms.
- g. In the event that Licensee does not immediately clear the ice upon expiration of scheduled time slot, Licensor reserves the right to invoice Licensee a minimum ten

minute time charge every time that slot is delayed by a multiple of ten or less minutes. For example, if a practice or game is not halted immediately when driver opens the doors and if the following group starts one minute late, Licensee shall be charged for an additional ten minutes. If the following group takes the ice eleven minutes behind schedule, then Licensee shall be charged for 20 additional minutes.

- h. Licensor reserves the right to eject any individual person or group for bringing any kick ball, soccer ball, hackey sack, volleyball or any other similar ball or object into any common area of the rink for any purpose whatsoever, including team stretches, warm-ups, off-ice sessions and plyometrics.
- i. Licensor reserves the right to eject any individual or group for using hockey sticks to shoot, dribble, puck handle, or play games in any area of the facility whatsoever, other than the ice surface itself.
- j. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, coaches, and instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open. Failure to vacate the ice surface upon completion of the time slot shall result in additional charges imposed. Additional charges shall be calculated by multiplying the agreed upon ice rate by the additional time needed in multiples of ten minute increments to vacate the ice.

- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - USA Hockey
 - Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License, during which time Licensee may cure the default.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God,

force majeure, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.

- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Michael Cassady, Village Manager
12 S. Center Street
Bensenville, Illinois 60106

and

Mary E. Dickson
Bond, Dickson, & Associates, P.C.
400 S. Knoll Street Unit C
Wheaton, IL 60187
(630) 681 – 1020 (Fax)
marydickson@bond-dickson.com

ii. For Licensee:
The Team Illinois Hockey Club
Attn: Marc Kapsalis
P. O. Box 905
Elmhurst, IL 60126
mkapsalis@comcast.net
(630) 915 – 2885 (phone)
theides@sbcglobal.net

and

Scott M. Levin
Howard & Howard
200 S. Michigan Ave., #1100
Chicago, IL 60604
(312) 939-5617
slevin@HowardandHoward.com


IN WITNESS WHEREOF, the parties have executed this License as of the day and year indicated below.

VILLAGE OF BENSENVILLE

LESSEE

By: _____
Michael Cassady,
Village Manager

Date

By:  _____ 10-20-14
MARC KAPSALIS
President
Its _____
Date

Attest: _____
Corey Williamsen,
Deputy Village Clerk

Date

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT (“AGREEMENT”)

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and The Team Illinois Hockey Club,** (“ hereafter referred to as the “Licensee”). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena.** Further, I hereby release the **VILLAGE OF BENSENVILLE** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the **VILLAGE OF BENSENVILLE** and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the **VILLAGE OF BENSENVILLE**.
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- *All* tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots

In each Annual Operating Year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, from the start of the 3rd week in August through and including the end of the 1st week in March, specifically excluding:

- The 4th weekend in September
- The World Hockey Invite
- The ACHA Showcase
- Thanksgiving Day and the three days following
- December 24 – January 1
- MLK weekend
- The first weekend in February (2/7 – 2/8 Jeff West)
- President's Day weekend
- Miscellaneous Blackouts for ACHA collegiate games

Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the detailed schedule released by July 15.

Monday

7:40 – 8:40 pm Jefferson East

9:10 – 10:20 pm Jefferson West

Tuesday

8:40 – 9:50 pm John Street

Wednesday

8:45 – 10:35 pm John Street

Thursday

8:40 – 9:40 pm Jefferson East

9:20 – 10:20 pm Jefferson West

Friday

5:30 – 6:40 pm Jefferson West

Saturday

4:20 – 5:40 pm John Street

5:50 – 7:10 pm John Street

7:20 – 8:20 pm John Street

Sunday

9:10 – 10:30 pm John Street

10:40 – 12:00 pm John Street

12:10 – 1:10 pm John Street

B. Spring Ice Slots

In each Annual Operating Year, Licensee agrees to purchase from the ice arena all Girls spring and summer program ice time plus all Girls teams' spring and fall tryout ice.

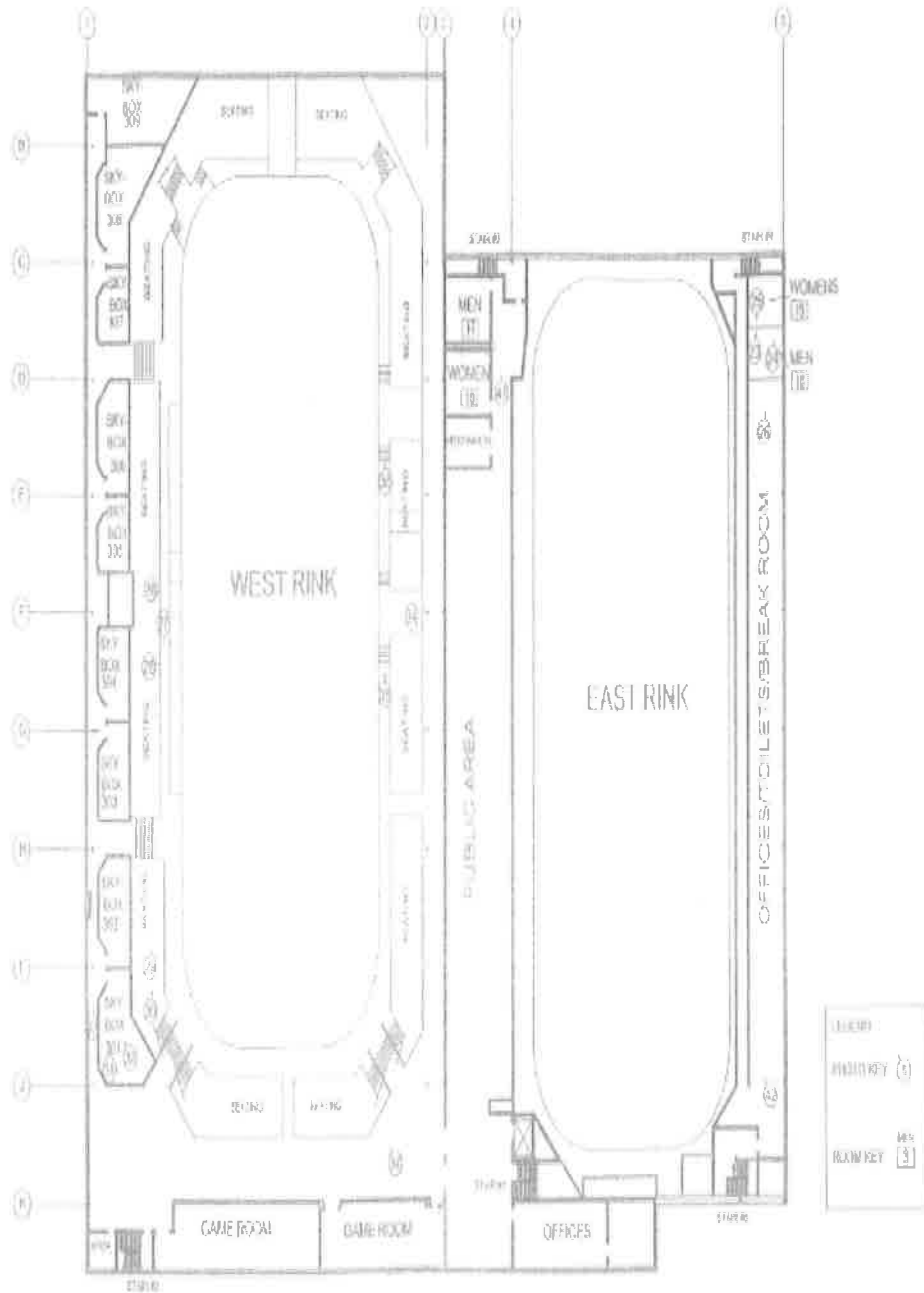
Exhibit D

Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge for one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

<u>Rental Facility</u>	<u>Cost</u>	<u>Please check if required</u>
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	<input type="checkbox"/>
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	<input type="checkbox"/>
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	<input type="checkbox"/>
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	<input type="checkbox"/>
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	<input type="checkbox"/>
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	<input type="checkbox"/>
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	<input type="checkbox"/>
Internet Needs Please specify all internet requirements.		<input type="checkbox"/>
Electrical Requirements Please specify all electrical requirements.		<input type="checkbox"/>
Microphone Please specify if you will require the use of a microphone.		<input type="checkbox"/>

**Please list each vendor name and products to be sold in space below:



UPPER LEVEL PLAN



THIS PLAN SHOWS LOCATIONS FOR THE PURPOSE OF ILLUSTRATING GENERAL REQUIREMENTS AND DOES NOT SHOW INTERFERENCES AS SHOWN IN OTHER PLANS



THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

Draft 3/25/04

X-2

TYPE:
Resolution

SUBMITTED BY:
Todd Finner

DEPARTMENT:
Recreation and Community
Development

DATE:
November 25, 2014

DESCRIPTION:

Consider a Resolution Approving a Ice License and Facility Use Agreement with The Chicago Steel Junior Hockey Team

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	<i>Financially Sound Village</i>	X	<i>Enrich the lives of Residents</i>
	<i>Quality Customer Oriented Services</i>		<i>Major Business/Corporate Center</i>
	<i>Safe and Beautiful Village</i>		<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

Recreation and Special Events

DATE:

11/25/2014

BACKGROUND:

The Village has had a long standing relationship with the Chicago Steel Junior Hockey team. This relationship has provided the opportunity for residents to enjoy small market hockey which features players aged from 17 - 20 on their quest to play NCAA division 1 hockey. Ticket prices to watch a Steel game are \$8.00 or \$180.00 for season tickets. With close proximity from the O'Hare airport, the Chicago Steel games have become a hotbed for scouts representing NCAA college hockey programs as well as NHL teams. These players are the best of the best at their age level.

KEY ISSUES:

Listed below are the fundamental terms of this proposed agreement:

- One year term with automatic renewal after each of the first two years unless either party provides written notice prior to April 1st of each year.
- \$70,000 pays for ice rental revenues for practice, 31 home games, hockey school ice time, tryout camp ice time, skybox usage, locker room and office space and marketing rights to the West Arena.
- 3% annual escalator.

This agreement conveys a \$20,000 revenue increase from the past agreement as well as Village staffing cost reductions. Staff feels that this agreement is more representative of the total value of this package. If we do not sign this agreement we are risk to lose \$310,000 in revenue over the next three hockey seasons.

ALTERNATIVES:

- Staff can seek potential interest from tier 2 junior hockey franchises for future seasons but will not have the opportunity to offer this venue to another tier 1 hockey franchise due to new location seating capacity requirements.
- Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the resolution executing an Agreement between The Chicago Steel hockey team and the Village of Bensenville.

BUDGET IMPACT:

Executing this agreement will provide \$70,000 in facility rental fees, approximately \$30,000 in concession commissions and \$3,500 in Village of Bensenville amusement tax. These amounts are reflected in the 2015 Village

of Bensenville annual budget.

ACTION REQUIRED:

Approve the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution for Chicago Steel	11/19/2014	Resolution Letter
Chicago Steel Agreement 2014	11/19/2014	Backup Material

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE AGREEMENT WITH CHICAGO STEEL DBA CHICAGO HOCKEY, LLC.

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Chicago Hockey, LLC., an Illinois Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, Chicago Hockey, LLC. has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Chicago Hockey, LLC..

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 25th day of November 2014.

APPROVED:

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

**VILLAGE OF BENSENVILLE
ICE ARENA AND FACILITY USAGE LICENSE AGREEMENT**

This Ice Arena and Facility Usage License Agreement (hereinafter the “Agreement”) is made and entered into by and between the Village of Bensenville, a municipal corporation (hereinafter the “LICENSOR”) and Chicago Hockey, LLC, an Illinois Limited Liability Company (hereinafter the “LICENSEE”) (collectively the “Parties”), on the date the Agreement is fully executed by the Parties.

WITNESSETH:

WHEREAS, the LICENSOR owns a public multi-use complex known as The Edge II Ice Arena (hereinafter the “Arena”); and

WHEREAS, the LICENSEE owns and operates a hockey team known as the Chicago Steel and desires to enter into this Agreement with the LICENSOR for a certain license to use the Arena and its facilities; and

WHEREAS, the Parties desire that this Agreement shall set fourth their full and complete understanding of the terms and conditions under which the LICENSEE will schedule and play home games, hold practices, conduct other LICENSEE-sponsored activities, and use certain portions of the Arena as provided for herein.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Parties, each intending to be legally bound, do hereby mutually agree as follows:

TERMS AND CONDITIONS

**ARTICLE I
(DEFINITIONS)**

1.1 Arena. The term “Arena” shall mean the ice surface and related facilities commonly known as The Edge on Jefferson Street Arena, located at 735 Jefferson Street, Bensenville, Illinois 60106.

1.2 Facilities. The term “Facilities” shall mean the Arena ice surface, Locker Rooms and the Weight Room located within the Premium Locker Room.

1.3 Hockey Game. The term “Hockey Game” shall mean a competitive sporting event conducted at the Arena that consists of a four-hour period and any necessary overtime play occurring in the pre-season, regular season and post season as scheduled by the League.

1.4 Hockey Season. The term “Hockey Season” shall mean and include at least thirty-one (31) regular season games, as scheduled by the League and any all-star, play-off or post-season games or tournaments, and in any case shall terminate no later than May 18th of any calendar year.

1.5 Ice Maker. The term “Ice Maker” shall mean a truck-like vehicle used to clean and smooth the surface of the ice rink.

1.6 Ice Make Time. The term “Ice Make Time” shall mean the time it takes for the Ice Maker to clean and smooth the surface of an ice rink.

1.7 League. The term “League” shall mean and include the United States Hockey League (hereinafter the “USHL”), or any successor or substitute association of hockey teams to which LICENSEE may hereafter belong or become affiliated. LICENSOR’S approval is necessary prior to any league modifications or transformations.

1.8 Locker Rooms. The term “Locker Rooms” shall mean the two (2) locker rooms dedicated for the use of visiting teams and the Premium Locker Room.

1.9 Premium Locker Room. The term “Premium Locker Room” shall mean the Locker Room formerly used by The Chicago Blackhawks and shall include the locker room, trainers room, shower area, washrooms, sauna and laundry room.

1.10 Team Merchandise & Novelties. The term Team “Merchandise & Novelties” shall mean any and all articles of clothing as well as any and all items such as pennants, posters, buttons, sticks, pens, mugs, etc., which bear the name and/or logo of the hockey club operated by LICENSEE, and the name and/or logo of the League.

1.11 Weight Room. The term “Weight Room” shall mean the weight training area located within the Premium Locker Room.

ARTICLE II (TERM)

2.1 The term of the Agreement shall be one (1) year beginning on September 1, 2014 and shall terminate on August 31, 2015. Thereafter, the License will automatically renew for two (2) successive twelve (12) month periods, unless either party provides written notice of termination. Such notice must be provided not less than one five (5) months before the expiration date of the initial term or not less than five (5) months before first anniversary date of the expiration date of the initial term. The Licensee shall be subject to a 3% rate increase in each subsequent year of the agreement.

ARTICLE III
(USE OF THE ARENA)

3.1 Scope of License. Subject to the terms and conditions of this Agreement, LICENSEE is authorized by LICENSOR to use the Arena Ice, Arena Locker Rooms with internal offices, and non-exclusive use of the weight Room located in the Premium Locker Room for the purpose of regularly scheduled hockey games, practice sessions, and try-out camps during the Hockey Season, and for no other purpose whatsoever, without the prior written consent of LICENSOR.

3.2 LICENSEE Payment. LICENSEE shall make an annual payment to LICENSOR in the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) with an annual 3% escalator for the following:

- (a) Use of the Premium Locker Room; and
- (b) Game Ice Time for thirty-one (31) games starting at 6:50 p.m. and ending at 10:50 p.m. at the West Arena on Fridays and Saturdays; and
- (c) Practice Ice Time for the period defined as the season in accordance with USHL bylaws on weekdays from 1:20 p.m. to 3:20 p.m.; and
- (d) Game day practice time for visiting teams depending on availability; and
- (e) Try-out camp for skaters and goalies lasting one week in June; and
- (f) Youth Hockey School lasting one week in July; and
- (g) After Game Ice Time for four (4) Hockey Games scheduled on a Friday or Saturday evening; and
- (h) Use of former Acceleration room as office space.

3.3 Payment Schedule. LICENSEE shall make payments to LICENSOR on the following payment schedule:

- (a) Upon execution of this Agreement, Thirty Five Thousand Dollars (\$35,000.00).
- (b) December 1, 2014, Twenty-five Thousand (\$35,000.00).

3.4 Additional Payment. Any additional ice time beyond that contemplated in paragraph 3.2 shall be purchased by LICENSEE at a rate of Two Hundred Dollars (\$200.00) per hour plus the applicable 5% Village Amusement Tax.

3.5 Practice Ice Time.

(a) LICENSEE practice ice time shall be subject to availability and shall include an intermission ice make and a 10-minute ice make upon the conclusion of the practices. Practice time reservations shall be made through LICENSOR.

(b) Any and all practice ice time fees paid prior to the execution of this Agreement are not refundable and shall be considered separate and apart from and deemed paid over and above any fees to be paid pursuant to this Agreement.

3.6 Ice Time After Hockey Games. Ice time shall be made available to LICENSEE up to four (4) times during the hockey season for thirty (30) minutes after a hockey game, not including ice make time, at no additional charge provided that LICENSEE deliver ninety (90) days advance notice to LICENSOR for approval.

3.7 LICENSEE Sponsored Try-out and Youth Hockey Camps. LICENSEE is entitled to host a one-week try-out camp in June and a one-week youth hockey school in July. Any additional ice for camps, clinics, tryouts, evaluations, seminars, or practices outside of the hockey season are subject to an ice user rate of Two Hundred Dollars (\$200.00) per hour, plus a 5% Village Amusement Tax.

3.8 LICENSEE'S Use of the Premium Locker Room. LICENSEE shall use the Premium Locker Room for hockey games. LICENSOR shall provide cleaning services for the Premium Locker Room.

3.9 Repairs and Modifications of Arena Facilities. LICENSEE agrees that it shall pay and be liable for all repairs, renovations and replacements to any portions of the Arena Facilities, including but not limited to fixtures and equipment made necessary as the result of any LICENSEE-sponsored events. Further, LICENSEE shall be responsible for any and all modifications to Arena Facilities performed by LICENSEE without the prior written consent of the LICENSOR. In the event of any such modifications, LICENSEE shall, at its expense, return modified Arena Facilities to their condition existing prior to LICENSEE'S use.

3.10 Off-Ice Training.

(a) Off-Ice training, including but not limited to stretching or calisthenics, is prohibited from any common area within the Arena.

(b) The Weight Room shall to be used exclusively for all off-ice training exercises. LICENSEE shall be given priority scheduling to use the off-ice training room and must submit requested schedule to LICENSOR's facility scheduler. LICENSEE recognizes that LICENSOR has existing License Agreements with other organizations which also schedule off-ice training in the weight room. LICENSEE acknowledges that advance notification of such schedule requests is required to allow other organizations sufficient time to plan their annual season training schedule accordingly. LICENSOR shall provide regular cleaning of the Weight Room.

3.10 LICENSEE practice times shall be from 1:20 pm to 3:20 p.m. during the USHL season, and game dates/times shall be in accordance with the USHL schedule. LICENSEE recognizes that LICENSOR has existing License Agreements with other organizations which also schedule practice and game times in the Arena, thus available ice times provided for herein are subject to existing License Agreements.

ARTICLE IV
(STAFFING & SERVICES)

4.1 LICENSEE shall be responsible for appropriate security for each and every LICENSEE hockey game.

4.2 For each LICENSEE Hockey Game, LICENSEE shall be responsible for any additional game operations staff above and beyond the normal requirements of operating an ice arena.

4.3 LICENSEE shall be responsible for appropriate medical/training personnel at each and every LICENSEE hockey game.

ARTICLE V
(PARKING)

5.1 LICENSOR shall make available a minimum of five hundred (500) and a maximum of nine hundred (900) parking spaces to accommodate fans attending LICENSEE hockey games.

ARTICLE VI
(SCHEDULING)

6.1 LICENSOR shall attempt to meet the USHL scheduling requirements, subject to the limitations provided in Section 3.9 of this Agreement. LICENSEE shall provide the scheduling requirements to LICENSOR as soon as they are available.

6.2 LICENSEE understands and agrees that any additional dates, times, and/or rates concerning the use of the Arena must be negotiated with LICENSOR.

6.3 The following persons shall be authorized to schedule ice time with LICENSOR, and make any cancellations binding upon LICENSEE: Director of Hockey Operations or his designee, Head Coach/General Manager or his designee. All such changes must be made in writing by the LICENSEE and approved in writing by the LICENSOR.

ARTICLE VII
(SALES AND ADVERTISING)

7.1 Skyboxes.

(a) LICENSEE shall have the right to market, promote, license and retain fees associated with the license of eight (8) skyboxes located within the Arena to third-party users for LICENSEE hockey games, provided that any third-party skybox license shall be subject to a written license agreement between LICENSEE and a third-party user requiring that:

(1) The third-party user shall purchase a minimum Twenty Five and 00/100 Dollars (\$25.00) food/beverage order per skybox per game from the Licensor's official food and beverage vendor; and

(2) The food/beverage order shall be paid only by credit only. Cash payment will be accepted only upon written request; and

(3) The third-party user shall remit to LICENSOR credit card information as security for payment of any food/beverage order, in advance of skybox use, and that said user shall be charged on such security for any food/beverage orders remaining unpaid fourteen (14) calendar days after the date of invoice; and

(4) The third-party user shall place order within a forty eight (48) hour window of the game. Failure to do so within the specified time frame will result in an automatic package order totaling the value of the minimum food order requirement; and

(5) Ten (10) exemptions from the minimum food order will be granted at LICENSEE'S sole discretion but based upon goodwill for any charitable organization; and

(6) The required food/beverage order shall be non-refundable.

(b) LICENSOR shall have the exclusive right to market, promote, license and retain any such fees concerning one (1) skybox located within the Arena to third-party users for LICENSEE hockey games.

7.2 Ticket Sales. LICENSEE shall have the right to retain all walk-up and advance ticket sales for LICENSEE Hockey Games.

7.3 Advertising and Promotions.

(a) LICENSEE shall have the right to license advertising space on the West Rink dasher boards, the West Rink restroom, the West Rink Stair kick plates, the skybox fronts and the Ice Maker to be used during LICENSEE Hockey Games upon LICENSOR'S right of first refusal. LICENSEE is aware that all advertisements and building modifications must be cleaned and repaired at LICENSEE'S expense, upon conclusion of each operating year, to the condition existing prior to LICENSEE'S use.

(b) LICENSOR shall have the exclusive right to advertise and promote in and around the Arena during LICENSEE Hockey Games other than areas specified pursuant to this Section.

(c) The Party that advertises and promotes pursuant to the terms of this Section shall retain all proceeds from such advertising or promotion.

(d) LICENSEE shall provide the LICENSOR monthly reconciliation reports of gross advertising revenues, commissions, and retainers, with the Parties agreeing to maintain the confidentiality of such reconciliation reports.

7.4 Food and Beverage Sales. LICENSOR shall collect and retain all gross proceeds from any food or beverage sales conducted within the Arena.

ARTICLE VIII
(CHICAGO STEEL PROGRAMS)

8.1 Sale and Revenue. LICENSEE shall have the exclusive rights to produce and sell team and event related publications including but not limited to programs, yearbooks and score books and to retain any and all revenues generated from any such sales.

8.2 Space. LICENSOR shall provide space for LICENSEE to sell such publications at each game throughout the building to include the public stands.

ARTICLE IX
(CHICAGO STEEL MERCHANDISE & NOVELTIES)

9.1 Sale and Revenue. LICENSEE has the exclusive right to sell team merchandise and novelties, and to retain any and all profits from the sale of such team merchandise and novelties.

9.2 Space. LICENSOR shall provide space in the *Edge Starts Here* Pro Shop for LICENSEE to sell team merchandise and novelties.

ARTICLE X
(INSURANCE)

10.1 LICENSEE shall secure at its own expense and provide LICENSOR a Certificate of Insurance naming LICENSOR as Additional Named Insured and shall be in such form and amounts (not less than \$3,000,000.00) as are acceptable to the LICENSOR.

ARTICLE XI
(INDEMNIFICATION GENERAL)

11.1 Assumption of Risk. LICENSEE accepts and clearly understands that there are inherent and other risks involved in the activities of hockey and/or ice-skating and that injuries are a common and ordinary occurrence of these activities. LICENSEE freely assumes any and all risks to itself, its members, competitors, and/or affiliates while these parties are participating in these activities on the Arenas premises.

11.2 LICENSEE shall defend, and indemnify and hold harmless LICENSOR and its assigns, and its officers, officials, members, agents, from and against all claims, damages liabilities, and expenses, including costs and attorneys fees, arising from bodily injury, and personal injury expenses, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of the use

thereof, arising out of or in consequence of LICENSEE'S performance of this agreement, provided such injuries to persons or damage to property is due to the negligent or intentional acts or omissions of LICENSEE, its officers, members, employees or agents. The provisions under this paragraph, however, shall only apply in proportion to and to the extent of such negligent or intentions acts or omissions.

11.3 LICENSOR shall defend, indemnify and hold harmless LICENSEE, its officers, agents, and employees from and against all claims, damages, liabilities, and expenses, including costs and attorneys fees, arising from bodily injury, personal injury including death at any time resulting there from, sustained by any person or persons or on account of damage to property including loss of use thereof, arising out of or in consequence of LICENSOR'S performance of this Agreement, provided such injuries to persons or damage to property is due top the negligent or intentional acts or omissions of the LICENSOR, its officers, officials, members, employees, or agents. The provisions under this paragraph, however, shall only apply in proportion to and the extent of such negligent or intentional acts or omissions.

ARTICLE XII (TERMINATION/DEFAULT)

12.1 Termination Date. This Agreement shall terminate on August 31, 2015 provided that written notification of termination has been executed prior to March 30, 2015.

12.2 Failure to Pay Fees, Costs, Reimbursements and Expenses. LICENSOR shall serve written notice upon LICENSEE of LICENSEE'S failure to pay any fees, costs, reimbursements and expenses as required under this Agreement. LICENSEE'S failure to pay, in full, any fees, costs, reimbursements and expenses as required under this Agreement, within five (5) calendar days of receipt of such notice, shall be cause for termination of this Agreement without further notice, provided that this remedy of termination shall be in addition to any other remedies provided by law or under this Agreement.

12.3 Other Default. The non-defaulting Party shall serve written notice upon the defaulting Party of a default of any term or condition of this Agreement. Failure to cure such default within thirty (30) calendar days of receipt of such notice shall be cause for termination of this Agreement by the non-defaulting Party without further notice, provided that this remedy of termination shall be in addition to any other remedies provided by law or under this Agreement.

12.4 Attorneys Fees. If any Party institutes any suit or action to enforce its rights hereunder, the prevailing Party in such suit or action shall be entitled to recover from the non-prevailing Party whatever sum the court may award as reasonable attorneys fees and court costs in such suit or action and in any appeals therefrom.

12.5 Jurisdiction and Venue. Any dispute arising from this Agreement shall be resolved in the 18th Judicial Circuit Court, DuPage County, Illinois.

ARTICLE XIII
(ASSIGNMENT)

13.1 Neither this Agreement, nor the rights, privileges, duties, nor obligations of the parties hereunder may be assigned or delegated without the prior written consent of all other parties.

ARTICLE XIV
(ENTIRE AGREEMENT)

14.1 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter herein contained. There are no other agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

14.2 No rights, benefits, proceeds, revenues, reimbursements or other entitlements of any kind or type, whether arising or existing at the time of or after the execution of this Agreement, other than those specifically granted in this Agreement, shall in any way accrue to the benefit of LICENSEE unless upon the prior written consent of LICENSOR, which consent the LICENSOR may grant or withhold in LICENSOR'S sole discretion for any or no reason.

ARTICLE XV
(SEVERABILITY)

15.1 If any provision of this Agreement shall be waived or be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain binding and in full force and effect.

ARTICLE XVI
(NOTICE)

16.1 Any and all notices required or permitted to be given hereunder may be given by personal delivery, or by facsimile followed by express mail delivery, or by mailing. If personally delivered, notice shall be deemed given when actually received; if by facsimile, notice shall be deemed given when actually received; if by mail, notice shall be deemed given when deposited with the U.S. Postal Service, first class postage prepaid, certified or registered mail return receipt requested, and addressed as follows:

If to LICENSEE:

Chicago Hockey, LLC
Bruce C. Liimatainen, Managing Member
735 E. Jefferson Street
Bensenville, Illinois 60106

If to LICENSOR:

Village of Bensenville
Michael Cassady, Village Manager
12 South Center Street
Bensenville, IL 60106

With a Copy To:

Patrick K. Bond, Village Attorney
Bond, Dickson & Associates P.C.
400 S. Knoll Street, Unit C
Wheaton, Illinois 60187

ARTICLE XVII
(FURTHER REPRESENTATIONS)

17.1 Authority. The Parties and each of them, by their signatures below, represent and warrant that they each have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder; and this Agreement is valid and binding upon and enforceable against them, their heirs, successors and assigns in accordance with its terms. At the time of execution hereof, the parties and each of them shall provide to the others certified copies of corporate resolutions or other enabling resolutions authorizing execution of this Agreement.

17.2 Contract Interpretation. Each Party represents that they have mutually drafted this Agreement and that the rule of contract interpretation construing a contract against the drafter shall not apply.

17.3 No Third-Party Beneficiaries. The Parties agree that no third-party shall have any rights or benefits under this Agreement.

17.4 Counterparts. The terms of this Agreement are contractual and not a mere recital. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

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VILLAGE OF BENSENVILLE

Attest:

By: Michael Cassady, Village Manager

Ilsa Rivera-Trujillo, Village Clerk

Date: _____

Date: _____

CHICAGO HOCKEY, LLC

Attest:

By: Bruce C. Liimatainen, Managing
Member

Secretary

Date: _____

Date: _____