AGREEMENT BETWEEN LISLE BASEBALL SOFTBALL, INC. AND LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202 REGARDING THE USE OF DISTRICT BASEBALL FACILITIES

THIS AGREEMENT is made and entered into as of this 24th day of August, 2026 by and between LISLE BASEBALL SOFTBALL, INC. (hereinafter referred to as "LISLE BASEBALL") and the BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202, DUPAGE COUNTY, ILLINOIS (hereinafter "BOARD").

RECITALS

WHEREAS, the BOARD owns and operates certain baseball facilities located on property of Lisle Community Unit School District No. 202 (the "Facilities"); and

WHEREAS, LISLE BASEBALL is an Illinois not-for-profit corporation that provides youth baseball and softball programs serving residents of the District and surrounding communities; and

WHEREAS, the BOARD and LISLE BASEBALL have maintained a cooperative relationship under which the BOARD has permitted LISLE BASEBALL to use certain District Facilities for youth baseball activities; and

WHEREAS, the parties desire to formally document the terms and conditions governing Lisle Baseball's continued use of the Facilities, including their respective rights, responsibilities, insurance requirements, and other obligations; and

WHEREAS, the BOARD has determined that permitting LISLE BASEBALL to use the Facilities without charge serves a public purpose, provided that at least fifty percent (50%) of LISLE BASEBALL's participants either reside within the geographic boundaries of the District or attend a District 202 school.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LISLE BASEBALL and the BOARD agree as follows:

Section 1-Incorporation of Recitals: The Recitals set forth above are hereby incorporated by this reference into the Agreement as though they were restated in their entirety in this paragraph one.

Section 2-Grant of License and Use of Facilities: Subject to the terms and conditions of this Agreement, the BOARD grants LISLE BASEBALL a non-exclusive, revocable license to use the Facilities solely for the purpose of conducting youth baseball practices and games. For purposes of this Agreement, the Facilities shall consist of:

1. Field No. 7 located within Community Park on property owned by the BOARD;
2. The two (2) baseball fields located on the campus of Lisle Junior High School; and

3. The baseball field located on the campus of Schiesher Elementary School.

The BOARD shall determine which of the Facilities, if any, are made available to LISLE BASEBALL from time to time based upon the District's operational needs.

The license granted under this Agreement includes use of the playing fields and associated player areas only. Except as otherwise expressly authorized in writing by the BOARD, this Agreement does not grant LISLE BASEBALL the right to use the press box, scoreboards, storage areas, or any other District buildings, structures, or equipment. This Agreement grants LISLE BASEBALL only a revocable license to use the Facilities. Nothing contained herein shall be construed as creating a lease, tenancy, easement, or any other legal or equitable interest in District property.

The BOARD reserves the right to modify, substitute, add to, remove, suspend, or otherwise restrict the Facilities made available under this Agreement whenever the BOARD determines such action is necessary for educational, operational, maintenance, construction, safety, or other District purposes.

Nothing contained in this Agreement shall obligate the BOARD to make any particular Facility available at any specific time or for any specific purpose.

Section 3-Term: This Agreement shall become effective on the date it is fully executed by both parties and shall remain in full force and effect unless terminated pursuant to Section 14 of this Agreement.

Section 4-Scheduling and Priority of Use: The Facilities shall be used by LISLE BASEBALL only in a manner that does not interfere with the BOARD'S instructional programs, athletic programs, extracurricular activities, maintenance activities, construction projects, or other District-sponsored events. The BOARD shall have priority use of the Facilities at all times.

All requests for use of the Facilities shall be coordinated through the District's Athletic Director or designee, who shall serve as the BOARD'S primary contact for scheduling and coordinating use of the Facilities. LISLE BASEBALL shall submit its proposed annual practice and game schedules to the Athletic Director or designee sufficiently in advance of the requested use to allow the BOARD to coordinate scheduling, field preparation, maintenance activities, and other operational needs. No use of the Facilities shall occur until the schedule has been reviewed and approved by the Athletic Director or designee.

The BOARD reserves the right to modify, relocate, suspend, or cancel any scheduled use of the Facilities whenever necessary due to District activities, maintenance or construction activities, weather or field conditions, safety concerns, emergencies, or for any other reason determined by the BOARD to be in the best interest of the District.

LISLE BASEBALL shall promptly notify the Athletic Director or designee of any requested changes to approved schedules. Any changes shall be subject to the prior approval of the Athletic Director or designee.

The BOARD shall have the sole authority to determine whether the Facilities are available for use due to weather, maintenance, safety, or other conditions. LISLE BASEBALL shall immediately comply with any determination by the BOARD that the Facilities are closed or otherwise unavailable for use.

Section 5-Participation Requirement: As a condition of the BOARD'S granting LISLE BASEBALL the right to use the Facilities without charge pursuant to this Agreement, at least fifty percent (50%) of LISLE BASEBALL'S total registered participants shall either:

1. Reside within the geographic boundaries of Lisle Community Unit School District No. 202; or
2. Attend a District 202 school.

Compliance with this requirement shall be determined on an organization-wide basis.

On or before February 1 of each year, LISLE BASEBALL shall certify its compliance with this Section by providing the BOARD with participant residency and school attendance information sufficient to demonstrate compliance with the participation requirement set forth herein. The BOARD may request such additional supporting documentation as it reasonably determines is necessary to verify compliance, including information organized by age division or team.

Failure to satisfy the participation requirement set forth in this Section shall constitute a material breach of this Agreement, subject to the provisions of Section 13.

Section 6-Responsibilities of LISLE BASEBALL: LISLE BASEBALL shall use the Facilities solely for the purposes authorized under this Agreement and in a safe, orderly, and responsible manner. LISLE BASEBALL shall not use the Facilities for any unlawful purpose or in any manner that constitutes a nuisance, and shall not obligate the BOARD in any manner except as expressly provided in this Agreement.

LISLE BASEBALL shall comply with all applicable federal, state, and local laws, regulations, ordinances, rules, and orders, all applicable BOARD policies and administrative procedures, and the terms and conditions of this Agreement. LISLE BASEBALL shall comply with all applicable federal and state laws prohibiting discrimination, including the Americans with Disabilities Act, in the conduct of its activities under this Agreement.

LISLE BASEBALL shall provide adequate adult supervision for all activities conducted pursuant to this Agreement and shall be responsible for the conduct of its players, coaches, volunteers, officials, spectators, and other participants while using the Facilities. LISLE BASEBALL shall not permit the use of alcoholic beverages, cannabis, tobacco products, electronic smoking devices, or illegal drugs on the Facilities and shall ensure compliance with all applicable BOARD policies and state and federal laws regarding weapons.

LISLE BASEBALL shall conduct its activities in such a manner as to minimize disturbances to the surrounding neighborhoods and shall ensure that participants and spectators comply with all applicable parking requirements and restrictions.

Upon completion of each use, LISLE BASEBALL shall leave the Facilities in a clean and orderly condition and shall remove all litter, debris, equipment, and other personal property brought onto the Facilities by LISLE BASEBALL.

LISLE BASEBALL shall promptly notify the Athletic Director or designee of any property damage or unsafe condition on the Facilities that is known to LISLE BASEBALL. LISLE BASEBALL shall not undertake repairs to District property without the prior written approval of the BOARD or its authorized designee, except as may be reasonably necessary to address an immediate safety hazard.

LISLE BASEBALL shall not assign, transfer, sublicense, or otherwise permit another organization or individual to use the Facilities under this Agreement without the prior written consent of the BOARD.

LISLE BASEBALL shall be responsible for obtaining and maintaining any permits, licenses, or approvals required by law in connection with its activities conducted pursuant to this Agreement.

LISLE BASEBALL shall promptly return all keys, access devices, and other District property provided for its use upon completion of the season or upon request by the Athletic Director or designee, or the BOARD

Section 7-Responsibilities of the BOARD: Subject to the terms and conditions of this Agreement, the BOARD shall make the Facilities, or portions thereof as determined by the BOARD, available to LISLE BASEBALL for the purposes authorized by this Agreement.

The BOARD shall maintain the Facilities in a manner consistent with its operational needs, available resources, and standard maintenance practices.

The BOARD shall have the sole authority to determine when the Facilities are available for use and to establish reasonable rules governing the use of the Facilities.

Nothing contained in this Agreement shall obligate the BOARD to make capital improvements to the Facilities or to provide additional facilities, equipment, or services beyond those the BOARD determines to be appropriate.

Except where this Agreement expressly requires action by the BOARD, the BOARD may act through the Superintendent or other authorized designee in administering this Agreement.

Section 8-Maintenance, Alterations, and Improvements: Except as otherwise provided in this Agreement or approved in writing by the BOARD, the BOARD shall be responsible for routine maintenance of the Facilities.

LISLE BASEBALL shall not alter, modify, construct, install, remove, or improve any portion of the Facilities without the prior written approval of the BOARD or its authorized designee. Any alteration, modification, or improvement approved by the BOARD and made by LISLE BASEBALL shall become the property of the BOARD upon installation unless otherwise provided in a separate written agreement executed by both parties.

LISLE BASEBALL shall be responsible for ensuring that the Facilities are prepared for practices and games, including routine field preparation activities such as dragging the infield, lining the playing field, installing and removing bases, and similar activities customarily associated with the conduct of youth baseball practices and games, provided such activities do not damage the Facilities or conflict with instructions issued by the BOARD.

LISLE BASEBALL shall use only field preparation materials approved or provided by the BOARD and shall reimburse the BOARD for the reasonable cost of consumable field preparation materials furnished by the BOARD and used by LISLE BASEBALL in connection with its activities under this Agreement.

LISLE BASEBALL shall promptly reimburse the BOARD for the cost of repairing any damage to the Facilities caused by the negligent or wrongful acts or omissions of LISLE BASEBALL, its officers, directors, employees, coaches, volunteers, participants, spectators, invitees, or contractors, ordinary wear and tear excepted.

Section 9-Insurance: Throughout the term of this Agreement, LISLE BASEBALL shall procure, maintain, and pay for insurance meeting the minimum requirements set forth in Exhibit A – Facility Use Insurance Requirements, which is attached hereto and incorporated into this Agreement by this reference.

Prior to the commencement of activities under this Agreement, and thereafter upon renewal of any required policy, LISLE BASEBALL shall provide the BOARD with certificates of insurance and any endorsements required by Exhibit A demonstrating compliance with the insurance requirements set forth therein.

Failure of LISLE BASEBALL to obtain or maintain the insurance required by this Section shall constitute a material breach of this Agreement and shall entitle the BOARD to immediately suspend LISLE BASEBALL'S use of the Facilities and to exercise any other rights or remedies available under this Agreement.

Section 10-Indemnification: To the fullest extent permitted by law, LISLE BASEBALL agrees to defend, indemnify, and hold harmless the BOARD, its members, officers, employees, agents, volunteers, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from LISLE BASEBALL'S use of the Facilities or the performance of its obligations under this Agreement, but only to the extent caused by the negligent or wrongful acts or omissions of LISLE

BASEBALL, its officers, directors, employees, coaches, volunteers, participants, spectators, invitees, contractors, or anyone acting on its behalf.

The obligations of LISLE BASEBALL under this Section shall not be limited by the insurance requirements set forth in this Agreement or by the amount of insurance maintained by LISLE BASEBALL. The obligations contained in this Section shall survive the expiration or termination of this Agreement.

Section 11-Equipment and Storage: LISLE BASEBALL shall furnish, maintain, and be solely responsible for all equipment, materials, supplies, and other personal property used in connection with its activities under this Agreement. Any equipment, materials, supplies, or storage facilities owned by LISLE BASEBALL and located within the Facilities with the approval of the BOARD shall remain the property of LISLE BASEBALL unless otherwise agreed in writing. All equipment, materials, supplies, and storage facilities owned by LISLE BASEBALL and located within the Facilities shall be maintained at the sole risk of LISLE BASEBALL. The BOARD shall have no responsibility or liability for any loss, theft, vandalism, or damage to such property.

Upon the expiration or termination of this Agreement, or upon written request of the BOARD, LISLE BASEBALL shall promptly remove all of its equipment, materials, supplies, and storage facilities from the Facilities and restore the affected area to a condition reasonably satisfactory to the BOARD, ordinary wear and tear excepted.

Section 12-Safety and Supervision: LISLE BASEBALL shall be solely responsible for the safety and supervision of all participants, coaches, volunteers, officials, spectators, and other persons attending or participating in activities conducted pursuant to this Agreement.

LISLE BASEBALL is aware that the IL Department of Public Health encourages the presence of trained automated external defibrillator ("AED") users and devices when the District's physical fitness facilities are being used and supervised by third parties such as LISLE BASEBALL. LISLE BASEBALL acknowledges and agrees that it will, in its sole discretion and judgment, determine whether or not to provide trained AED users and/or AED devices while using the District's physical fitness facilities under this Agreement and will be solely responsible for determining and implementing its own medical emergency response procedures.

LISLE BASEBALL shall promptly notify the Athletic Director or designee of any accident, injury, or other significant incident occurring on the Facilities during its use. LISLE BASEBALL shall cooperate with the BOARD in the investigation of any accident, injury, or other incident occurring on the Facilities during activities conducted under this Agreement.

LISLE BASEBALL shall ensure that its coaches, volunteers, and other personnel comply with all applicable federal, state, and local laws and regulations governing youth sports organizations and the activities conducted pursuant to this Agreement. LISLE BASEBALL shall comply with all applicable federal, state, and local laws governing criminal background checks and child safety applicable to its coaches, volunteers, and other personnel.

Section 13-Breach and Default: If either party materially defaults in the performance of any of the terms, conditions, warranties, or representations contained in this Agreement, the non-defaulting party shall provide the defaulting party with written notice stating with specificity the nature of the alleged default. The defaulting party shall have thirty (30) days after receipt of such notice (the "Cure Period") to cure the alleged default. If the default is not cured within the Cure Period, the non-defaulting party may terminate this Agreement pursuant to Section 14 and shall be entitled to pursue any other rights or remedies available at law or in equity. If the non-defaulting party terminates this Agreement due to the uncured material default of the other party, the non-defaulting party shall be entitled to recover its damages, costs, and reasonable attorneys' fees.

Notwithstanding the foregoing, the BOARD may immediately suspend LISLE BASEBALL'S use of the Facilities whenever the BOARD determines that continued use presents an immediate threat to the health or safety of any person, to District property, or when LISLE BASEBALL fails to maintain the insurance required by Section 9. Such suspension shall remain in effect until the BOARD determines that the condition giving rise to the suspension has been satisfactorily resolved.

Section 14-Termination: This Agreement may be terminated by either party, with or without cause, upon ninety (90) days' prior written notice to the other party.

Notwithstanding the foregoing, the BOARD may terminate this Agreement immediately upon written notice if the BOARD determines, in its sole discretion, that continued use of the Facilities by LISLE BASEBALL is no longer in the best interests of the District.

Termination of this Agreement shall not affect any rights or obligations of either party that accrued prior to the effective date of termination.

Section 15-No Legal Interest: No legal title, leasehold interest, easement, or other property interest in the Facilities or any portion thereof shall be deemed or construed to have been created or vested in LISLE BASEBALL by anything contained in this Agreement.

Section 16-No Other Relationship: Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, joint venture, agency, employment or other legal relationship between LISLE BASEBALL and the BOARD, except as expressly provided herein. Neither party shall have the authority to bind or obligate the other party in any manner or to make any representation or warranty on behalf of the other party. LISLE BASEBALL shall be solely responsible for the supervision and direction of its officers, directors, coaches, volunteers, participants, and other persons acting on its behalf.

Section 17-Representations and Warranties: Neither party makes any representations or warranties, except as specifically set forth in this Agreement.

Section 18-Time is of the Essence: Time is of the essence of this Agreement.

Section 19-Time for Performance: Whenever under the terms and provisions of this Agreement the time for performance falls on a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

Section 20-Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 21-Governing Law, Interpretation, Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 22-Captions: The captions and headings contained in this Agreement are for convenience of reference only and shall not define, limit, expand, or otherwise affect the meaning or interpretation of any provision of this Agreement.

Section 23-Severability: If any provision of this Agreement is determined to be illegal, invalid, unenforceable, or inoperative by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected thereby.

Section 24-Entire Agreement: This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by a written instrument executed by duly authorized representatives of both parties.

Section 25-No Waiver: The failure of either party to insist upon the strict performance of any term or condition of this Agreement, or the waiver of any breach of this Agreement, shall not be construed as a waiver of any subsequent breach or of any other term or condition of this Agreement. No waiver shall be effective unless made in writing and signed by the party against whom the waiver is asserted.

Section 26-Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Each individual executing this Agreement represents and warrants that he or she has full authority to execute this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms of this Agreement.

Section 27-Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, when sent by a nationally recognized overnight delivery service, or three (3) business days after being deposited in the

United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to the BOARD:
Superintendent
Lisle Community Unit School District No. 202
925 Burlington Avenue
Lisle, Illinois 60532

If to LISLE BASEBALL:
President
Lisle Baseball Softball, Inc.
2801 Tory Court
Lisle, Illinois 60532

Either party may change its notice address by providing written notice to the other party in accordance with this Section.

Section 28-Effective Date: This Agreement shall become effective on the date it is fully executed by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as set forth below:

LISLE BASEBALL SOFTBALL, INC.

By:_____

Its:_____

Date_____

BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202, DUPAGE COUNTY, ILLINOIS

By:_____
President

Date:_____

Attest:_____
Secretary

EXHIBIT A – FACILITY USE INSURANCE REQUIREMENTS

LISLE BASEBALL shall obtain, pay the premiums for and maintain the insurance coverage set forth below. By requiring such minimum insurance, the BOARD shall not be deemed or construed to have assessed the risk that may be applicable to LISLE BASEBALL under this Agreement. LISLE BASEBALL shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. LISLE BASEBALL is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

All coverages shall be written on an occurrence basis.

1. Commercial General Liability – ISO Form CG0001 or its equivalent. Coverage to include:
    A. Premises and Operations
    B. Personal Injury/Advertising Injury
    C. Products/Completed Operations
    D. Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
    E. Independent Contractors
    F. Sexual Misconduct/Molestation

2. Automobile Liability including all
    A. Owned Vehicles
    B. Non-Owned Vehicles
    C. Hired Vehicles

3. Workers' Compensation and Employers' Liability, if required by applicable law

    Workers' Compensation (Coverage A) and Employer's Liability (Coverage B)

LISLE BASEBALL shall carry the following minimum limits of liability and coverages:

Commercial General Liability

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Each Occurrence Limit	$1,000,000
Personal/Advertising Injury	$1,000,000
Damage to Rented Premises	$50,000
Medical Payments (Any One Person)	$5,000

Automobile Liability

Bodily Injury/Property Damage (Each Accident)	$1,000,000
Personal Injury Protection	Statutory
Uninsured/Underinsured Motorists	$1,000,000

Workers' Compensation

Coverage A (Workers' Compensation)		Statutory
Coverage B (Employers' Liability)	Each Employee	$1,000,000
	Each Accident	$1,000,000
	Policy Limit	$1,000,000

Umbrella or Excess Liability

Each Occurrence	$2,000,000
General Aggregate	$2,000,000

Additional Requirements

Commercial General Liability (CGL) and Automobile Liability
LISLE BASEBALL shall name Lisle Community Unit School District 202 and its Board of Education, Board members, officers, employees, agents, and volunteers (the "Additional Insureds") as Additional Insureds on ISO Endorsement CG 2026 or its equivalent. LISLE BASEBALL shall obtain all necessary policy amendments or endorsements to effect coverage for the Additional Insureds under LISLE BASEBALL'S CGL and Automobile Liability policies and shall provide copies of such amendments or endorsements to the BOARD.

All Policies
Policies may not be non-renewed, cancelled, or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to the BOARD. Failure of LISLE BASEBALL to obtain or maintain the required insurance shall constitute a material breach of this Agreement and shall entitle the BOARD to exercise its rights under Sections 9, 13, and 14. Proof of renewal must be provided to the BOARD at least 15 days prior to expiration of any policy.

All policies must be written and/or endorsed to provide coverage on a primary and non-contributory basis with any other insurance coverage and/or self-insurance available to the Additional Insureds.

Insurers providing the above coverages must be licensed to transact business in the State of Illinois and must have a current rating of “A VII” or better as provided by A.M. Best’s rating system.

No policy shall reserve or permit any right of subrogation against the School District, the Board of Education, or the Board’s individual members, employees, volunteers, agents, successors, or assigns. The insurance requirements above shall not serve to limit any indemnification or hold harmless obligation the Organization has toward any of the Additional Insureds.