

**SHARED USE AGREEMENT BETWEEN
LINCOLNWOOD SCHOOL DISTRICT NO. 74 AND
IPROSKILLS ACADEMY CORPORATION / IPRO SOCCER COMMUNITY NFP**

THIS SHARED USE AGREEMENT (“Agreement”) is entered into by and between the BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, a body politic and corporate, (“District”), IPROSKILLS ACADEMY CORPORATION, an Illinois corporation (herein “iProSkills Academy”), and IPRO SOCCER COMMUNITY NFP, an Illinois not-for-profit corporation (herein “iPro Soccer”), (both collectively “the iPro Entities”) as of this 2nd day of November, 2023.

WHEREAS, the District owns the real property located at 3925 Lunt Avenue, Lincolnwood, Illinois 60712, also known as Todd Hall School (“Site”); and

WHEREAS, iProSkills Academy is a European-style soccer club for area youth; and

WHEREAS, iPro Soccer is an Illinois not-for-profit corporation with a 501(c)(3) designation as a charitable organization which provides need-based scholarships for youth to participate in iProSkills Academy programs; and

WHEREAS, the iPro Entities desire to utilize the gymnasium on the Site for soccer practices (the “Permitted Uses”); and

WHEREAS, the District has determined that the iPro Entities’ use of the Site as set forth herein for its programs and activities will not interfere with the District’s use of the Site and will enhance the delivery of the iPro Entities’ services to constituents of the District; and

WHEREAS, the iPro Entities desire to utilize the gymnasium on the Site and to enter into this Agreement defining the rights, duties, liabilities of the parties relating to the usage of that portion of the Site; and

WHEREAS, the Board of Education of the District has the authority to enter into agreements providing for the use of District facilities pursuant to Section 10-22.10 of the Illinois School Code and has delegated such authority to the Superintendent pursuant to Board Policy 8:20 and the administrative procedures thereto; and

WHEREAS, the Board of Education of the District has determined that it is in its best interests to enter into agreements such as this pursuant to the authority granted to it pursuant to the *School Code*, including, but not limited to, Section 10-22.10 thereof (105 ILCS 5/10-22.10).

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the District and the iPro Entities agree as follows:

1. **Grant of License**. The District hereby grants the iPro Entities a non-exclusive agreement to use the Site for the Permitted Uses during the term stated herein subject to the terms and conditions of this Agreement. Incident to the Permitted Uses, the iPro Entities shall

also be permitted reasonable ingress and egress to and from the Site, non-exclusive use of the parking lot and driveways, and non-exclusive use of common areas such as bathrooms and hallways. When utilizing the Site under this Agreement, the iPro Entities, their members, guests and invitees shall enter through the Door #18 entrance.

2. **Term.** The term of this Agreement shall commence on November 13, 2023 and shall end on March 29, 2024. During the Term, the iPro Entities shall only be entitled to use the Site on the days mutually agreed upon by the parties between the hours of 6:00 p.m. to 9:00 p.m. on weekdays when school is in session for the Permitted Uses, subject to the use restrictions set forth in this Agreement. The parties shall meet to set a schedule for use of the Site. The agreed upon schedule shall be signed by both parties and attached to this Agreement as Exhibit A.

3. **Permitted Uses and Conditions of Site.** The District is providing the Site on an “AS-IS” condition and makes no representations or warranties of any kind with respect to the condition of the Site or the fitness of the Site for any particular purpose or use. The iPro Entities shall not use the Site for any use other than the Permitted Uses without the express written consent of the District, which it may withhold in its sole discretion. The iPro Entities shall ensure that all of the programs they operate on the Site are properly supervised by individuals with the appropriate training to supervise such programs. Additionally, all coaches, staff and employees of the iPro Entities who will be present on District property pursuant to this Agreement shall, prior to the commencement of this Agreement, submit to a fingerprint-based criminal background check as detailed in Section 10-21.9 of the *School Code* (105 ILCS 5/10-21.9) to ensure that any coaches, staff and employees of the iPro Entities have not been convicted of any of the prohibited offenses in such Section. No coach, staff member or employee of the iPro Entities shall participate in any program under this Agreement, provide any services related thereto or be present on the District property if said person has been convicted of a prohibited offense.

4. **License Fee.** In exchange for the shared use granted herein, the iPro Entities’ shall pay the District \$50 per hour, which shall be invoiced by the District monthly and shall be due within fourteen (14) days of receipt of the invoice. A minimum of one hour will be charged. If the District does not receive the amount of the invoice when due, said invoice shall be considered late and the iPro Entities shall pay a late fee of \$100.

5. **Alterations to Site.** The iPro Entities shall make no alterations or improvements to the Site without the prior written approval of the District, which approval may be withheld in the District’s sole discretion. Furthermore, the iPro Entities shall not take any action on the Site that may result in a lien thereon. To the extent any lien is filed, recorded or asserted against the property due to any act or omission of the iPro Entities, or their use of the Site, the iPro Entities shall promptly discharge such lien; if the iPro Entities fail to promptly discharge such lien, the District may take such steps as it deems necessary to discharge the lien and the iPro Entities shall be responsible for all costs and expenses incurred by the District in discharging the lien, including reasonable attorneys fees.

6. **Priority Use of the Site.** The District shall retain priority use of the Site in the event it is needed for school-related activities. In such an event, the District shall provide the

iPro Entities with at least fourteen (14) days advanced written notice of such conflict and the District shall be entitled to use of the Site. The iPro Entities shall be entitled to a refund of any prepaid fees related to the District's use of the Site under this Paragraph. In addition, the iPro Entities are advised that the District has already entered into a separate agreement for the operation of an early childhood program on portions of the Site between the hours of 6:00 a.m. and 6:00 p.m., on weekdays when school is in session, including access to the gymnasium and common areas referenced herein. The iPro Entities shall ensure cooperation between their users and the early childhood program's users during crossover periods. A failure to ensure cooperation may result in the termination of this agreement by the District in its sole discretion.

7. **Maintenance.** During their use of the Site, the iPro Entities shall be responsible to maintain the Site in good and safe condition for the uses and purposes for which it is authorized to use the Site hereunder and shall leave the Site in a neat and clean condition. The iPro Entities shall remove all personal property from the Site at the end of the use thereof. Any personal property left on the Site shall become the property of the District and it may dispose of it as it deems appropriate. The iPro Entities shall be responsible for all costs and expenses incurred by the District in disposing any personal property left at the Site. Further, the iPro Entities shall indemnify and hold harmless the Indemnitees (defined in Paragraph 10 below) from any claim by any third party related to the District's disposal of any personal property pursuant to the terms of this Paragraph.

8. **Equipment.** The District shall not provide the iPro Entities with any soccer equipment under this Agreement. The iPro Entities shall be responsible for all other equipment necessary to operate its programs.

9. **Insurance.** iProSkills Academy shall maintain at all times while this Agreement is in effect, the following insurance: (i) commercial general liability insurance, on an occurrence basis, in the amount of at least \$1,000,000 per occurrence and \$5,000,000 in the aggregate; (ii) automobile liability insurance with a limit of not less than \$1,000,000 each accident and such insurance shall cover liability arising out of any auto (including hired and non-owned autos); and (iii) workers' compensation insurance in at least the minimums required by law. iProSkills Academy shall name the Indemnitees (as defined in Paragraph 10 below) as additional insureds on all insurance required hereunder with the sole exception of the workers' compensation insurance. iProSkills Academy shall provide the District with a certificate of insurance, in a form acceptable to District, evidencing the insurance required hereunder. Upon demand, iProSkills Academy shall provide copies of all insurance policies required hereunder, and endorsements thereto, to the District. All insurance of iProSkills Academy shall be primary. Further, to the fullest extent permitted by such policy, iProSkills Academy waives any and all rights of subrogation it or any of its insurers may have against any Indemnitee.

10. **Indemnity and Waiver.** The iPro Entities hereby agree to indemnify and hold harmless the District, its individual Board members, officers, officials, employees, volunteers and agents (collectively "Indemnitees"), harmless from and against any and all liabilities, obligations, claims, demands, damages, causes of action, costs, fees and expenses whatsoever, including, but not limited to reasonable attorney's fees, that arise out of, relating to or are connected with the iPro Entities' use of the Site, or any breach of this Agreement. Further, to the

fullest extent permitted by law, the iPro Entities waive any and all claims, demands and causes of action it may have now or in the future against the Indemnitees arising out of, related to or connected with the iPro Entities' use of the Site or any breach of this Agreement. The iPro Entities shall ensure that they obtain insurance to cover the indemnification obligation stated in this Paragraph.

11. **Compliance with Laws.** In utilizing the Site, the iPro Entities shall comply fully with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act, as well as all other applicable laws, rules and regulations. The iPro Entities further agree to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 *et seq.*), and their rules and regulations.

12. **Property Taxes.** The iPro Entities shall be responsible for any taxes and fees assessed against the Site or District property as a result of the iPro Entities' use thereof. The iPro Entities shall promptly pay such taxes and fees upon demand. If the iPro Entities fail to make such payment, the District may make such payment and the iPro Entities shall be responsible for such payment and all other costs and fees, including attorneys' fees incurred by the District related to making such payment and obtaining reimbursement thereof from the iPro Entities.

13. **Default.** If any party fails to comply with any of the terms hereof, the other party shall provide the breaching party with written notice describing in reasonable detail the nature of the breach. Upon receipt of the notice, the breaching party shall have fourteen (14) days to either remedy such breach, or, if such breach cannot be reasonably remedied within fourteen (14) days, take action to remedy such breach within said fourteen (14) days as quickly as is reasonably possible. If the breaching party fails to take action as required within the fourteen (14) day period, then the breaching party shall be in default of this Agreement and the non-defaulting party may suspend its obligations hereunder until such default is remedied, terminate this Agreement or take such other action as the non-defaulting party may have in equity or law. The District's maximum liability hereunder shall not exceed the amount of any prepaid fee made by the iPro Entities. THE IPRO ENTITIES AGREE TO WAIVE THEIR RIGHTS TO A JURY TRIAL.

14. **Notice.** Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted the parties at the following addresses:

IPROSKILLS ACADEMY CORPORATION **District**
& IPRO SOCCER COMMUNITY NFP

Costel Serban
6450 N Central Park Ave
Lincolnwood, Illinois 60712-4043

Dr. David Russo, Superintendent
Lincolnwood School District No. 74
6950 N. East Prairie Road
Lincolnwood, Illinois 60712

15. **Incorporation.** The recitals set forth above are incorporated into and made a part of this Agreement. In addition, the application form completed by the iPro Entities is also hereby incorporated into and made a part of this Agreement and may be attached as an exhibit hereto.

16. **Governing Law and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Illinois. Venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the iPro Entities hereby submit to the jurisdiction of that court.

17. **Complete Understanding.** This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.

18. **Amendment.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

19. **Waiver.** The failure of either party to demand strict performance of this Agreement on any one occasion shall not prohibit such party from demanding strict performance hereof on any future occasion.

20. **Authority to Execute.** Each signatory hereto represents and warrants that they have the proper corporate authority to execute this Agreement and bind their respective entity to the terms and conditions hereof.

21. **No Third Party Beneficiaries.** This Agreement is by and between the signatories hereto and does not convey any benefits or rights to any third parties and no third party may rely upon the terms and conditions hereof.

22. **Assignment.** The iPro Entities may not assign their interests in this Agreement to any third party without the prior written consent of the District, which it may withhold in its sole discretion.

23. **Counterparts & Facsimile Signatures.** This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Agreement as if the parties had signed a single document. Facsimile signatures shall constitute original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

I PROSKILLS ACADEMY CORPORATION, an Illinois corporation

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74

By: Costel Serban

By: _____
Kevin Daly, President

Name: COSTEL SERBAN

Title: PRESIDENT

I PRO SOCCER COMMUNITY NFP, an Illinois not-for-profit corporation

By: Costel Serban

Name: COSTEL SERBAN

Title: PRESIDENT