

AGREEMENT BETWEEN  
THE PARK DISTRICT OF OAK PARK  
AND OAK PARK ELEMENTARY SCHOOL DISTRICT 97  
REGARDING SHARED USE AND STORAGE  
OF BIKE TRAILER AND BIKE GEAR

THIS AGREEMENT ("*Agreement*") is entered into as of August \_\_, 2016, (the "*Effective Date*") between the Park District of Oak Park, an Illinois park district, (the "*Park District*") and Oak Park Elementary School District 97, an Illinois public school district ("*District 97*");

R E C I T A L S:

WHEREAS, District 97 owns bikes and bike equipment (the "*Bike Gear*") and a trailer for transporting the Bike Gear (the "*Bike Trailer*"), and District 97 receives assistance from the Park District from time to time with moving the Bike Trailer from place to place within District 97's system; and

WHEREAS, the Park District desires use the Bike Trailer and Bike Gear for its programs and activities at times when school is not in session, and the Park District is willing to continue helping District 97 move the Bike Trailer with the Bike Gear to and from school sites; and

WHEREAS, this Agreement facilitates the continuing convenient and efficient use of the Bike Trailer and Bike Gear for District 97's bike safety skills programs and for certain Park District programs and activities;

NOW, THEREFORE, District 97 and the Park District agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Agreement as substantive findings of District 97 and the Park District.

Section 2. Bike Trailer Storage and Maintenance. The District 97 will store the Bike Trailer over the winter and during other time periods when bike programs are not being held, as follows:

- A. Storage. District 97 will provide a storage location for the Bike Trailer.
- B. Bike Trailer Transport. The Park District will provide staff and a vehicle to move the Bike Trailer and its contents to designated locations designated by District 97.
- C. Routine Bike Trailer Maintenance. District 97 will maintain the Bike Trailer in good condition, including among other things exterior paint, tires, and interior rack replacement as necessary.

Section 3. Bike Trailer and Bike Gear Scheduling and Use. District 97 and the Park District each have time periods for which it has the use of, and the responsibility for scheduling, the Bike Trailer and Bike Gear, as follows.

- A. When school is in session. District 97 is responsible for the scheduling, use, and locations of the Bike Trailer and Bike Gear at its schools during the regular academic school year. District 97 will give the Park District a written notice (by confirmed e-mail message or otherwise) not less than one week before the date on which District 97 needs the Bike Trailer to be moved to a specific location. The notice will include the required date of delivery, the school site (and specific location on that site) to which the Bike Trailer is being moved, the time window for delivery of the Bike Trailer on that date, and any other pertinent information. District 97 also will advise the Park District of the length of time the Bike Trailer should remain at the stated location.
- B. When school is not in session. The Park District is responsible for the scheduling, use, and locations of the Bike Trailer and Bike Gear when District 97 schools are not in session. The Park District will advise District 97 of the Park District programs, activities, and locations for which the Bike Trailer and Bike Gear will be used, all of which locations will be within the Park District's system.

Section 4. Park District Care and Repair Responsibility. The Park District will take reasonable care to prevent damage to the Bike Trailer and Bike Gear. When the Bike Trailer or any Bike Gear is damaged (greater than routine wear and tear) while in the Park District's possession, then the Park District will promptly cause that damage to be repaired at the Park District's expense. Participants in the Park District's programs and activities will be required to comply with Park District Rules and Regulations.

Section 5. School District Care and Repair Responsibility. The School District will take reasonable care to prevent damage to the Bike Trailer and bike Gear. The School District will repair any damage to the Bike Trailer or any Bike Gear incurred at any time they are not in the Park District's possession. In addition, the School District will have the Bike Trailer and Bike Gear inspected annually and perform all appropriate routine repairs and general maintenance at the School District's expense.

Section 6. General Liability Insurance. The School District will cause the Bike Trailer and the Bike Gear to be insured at all times against casualty and loss, which insurance may be under District 97's standard commercial general liability insurance policy.

Section 7. Indemnity.

A. Indemnity by Park District. The Park District will indemnify and save, and hold harmless, District 97 from any and all liability, damages, causes of action, suits, claims, or judgments resulting from injury to person or property of others (“*Claims*”) that arise out of a negligent act or omission of the Park District in the use of the Bike Trailer or any Bike Gear. District 97 agrees that if a Claim is asserted, then District 97 will give immediate notice of the Claim in writing to the Park District. The written notice will include a copy of all pleadings, correspondence, exhibits, and other documents related to the Claim. District 97 will cooperate in the investigation and defense of the Claim.

B. Indemnity by District 97. District 97 will indemnify and save, and hold harmless, the Park District from any and all liability, damages, causes of action, suits, claims, or judgments resulting from injury to person or property of others (“*Claims*”) that arise out of a negligent act or omission of District 97 in the use of the Bike Trailer or any Bike Gear. The Park District agrees that if a Claim is asserted, then the Park District will give immediate notice of the Claim in writing to District 97. The written notice will include a copy of all pleadings, correspondence, exhibits, and other documents related to the Claim. The Park District will cooperate in the investigation and defense of the Claim.

Section 8. Term. This Agreement is for a term commencing on the Effective Date and expiring on July 31, 2025. The Park District may terminate this Agreement at any time for any reason by giving the School District a 60-day written notice of termination. The School District may terminate this Agreement for any reason by giving the Park District a notice of termination at any time between October 1 and January 31. The purposes of the October 1 to January 31 time period is (a) so that the Park District has notice in advance of its planning period for an upcoming summer camp season and (b) so that termination does not occur during the Park District’s summer camp season.

Section 9. Assignment Prohibited. Neither the Park District nor District 97 may assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the other party.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (i), personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (a) actual receipt, or (b) one business day after deposit with an overnight courier as evidenced by a receipt of

deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to District 97 must be addressed to, and delivered at, the following address: District 97, c/o Superintendent, Dr. Carol Kelley, Oak Park, Illinois 60302.

Notices and communications to the Park District must be addressed to, and delivered at, the following address: Park District of Oak Park, c/o Executive Director, 218 Madison Street, Oak Park, Illinois 60302.

B. Entire Agreement. This Agreement constitutes the entire agreement between District 97 and the Park District with respect to the Bike Trailer and Bike Gear.

C. Amendments and Modifications. This Agreement may be amended only in writing approved and executed by District 97 and the Park District.

D. No Waiver, Enforcement. The failure by District 97 or the Park District to insist on strict performance of a provision or right under this Agreement in any one or more instances will not, and may not, be construed as a waiver of the right, in any future circumstance, to insist on strict performance of any provision or right under this Agreement.

WHEREFORE, the Park District and District 97 have executed this Agreement by their duly authorized representatives as of the Effective Date.

PARK DISTRICT OF OAK PARK

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

OAK PARK ELEMENTARY SCHOOL DISTRICT 97

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_