

**AN AGREEMENT IN REGARD TO A SPECIAL EVENT
COMMEMORATING THE FOURTH OF JULY**

THIS AGREEMENT entered into this ____ day of _____, 2006 by and between the LOMBARD JAYCEES, Inc. (an Illinois not-for-profit corporation) and the VILLAGE OF LOMBARD, an Illinois Municipal corporation, (hereinafter the "VILLAGE").

WITNESSETH:

WHEREAS, the JAYCEES desire and have offered to provide certain services and materials necessary to promote and execute a special event within the community, and commonly known as the Taste of Lombard, (hereinafter "the EVENT") including, but not limited to, a fireworks display/show, on the date(s) and time(s) mutually determined by the VILLAGE and JAYCEES to locally celebrate the FOURTH OF JULY national holiday commemorating Independence Day; and

WHEREAS, as the EVENT is open to all members of the general public, explicit actions shall be taken by the VILLAGE and JAYCEES to mutually encourage non-resident attendance to the EVENT including, but not limited to, selectively advertise to attract tourists and non-residents into the municipal boundary; equally offer and provide hotel/motel operators within the municipal boundary promotional literature, material and/or display opportunities and otherwise promote and attract non-resident overnight visitors to the EVENT; and, offer and provide generally accepted public safety services to facilitate the EVENT; and,

WHEREAS, the JAYCEES, because of increased costs and limited public jurisdictional and law enforcement abilities, have requested that the VILLAGE assist the JAYCEES in hosting said EVENT by means of providing certain direct municipal services and a limited monetary contribution to offset certain costs of the EVENT; and

WHEREAS, residents, nonresidents, overnight tourists, and hotel/motel operators anticipate the activities of, and are attracted to attend the EVENT; the VILLAGE Board of Trustees has determined that it is in the best interests of the VILLAGE to participate in the EVENT; and

WHEREAS, the JAYCEES have successfully conducted the EVENT in the past, and have experience in properly conducting the EVENT; and

WHEREAS, it is in the best interests of the VILLAGE to contract with the JAYCEES for the conducting of the EVENT for a longer term than just a single year's EVENT; and

WHEREAS, the JAYCEES can provide for a better event, both in regard to entertainment and food/beverage services if they are assured of running the EVENT for more than a single year;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the parties hereto agree as follows:

1. That the JAYCEES agree to conduct and operate the EVENT therein accepting sole and total responsibility and liability for the financial, operational, agent participation, and overall obligations of the sponsorship and business of the EVENT, for calendar years 2007, 2008 and 2009.
2. That the JAYCEES shall determine its representative(s) regarding the EVENT, and shall thereafter forward to the VILLAGE the name(s) of said authorized individual(s).
3. That the JAYCEES, in conducting and operating the EVENT, shall fully comply with all applicable laws, ordinances, and regulations as provided for by federal government, the State of Illinois, the County of DuPage, and the Village of Lombard.
4. That the JAYCEES shall purchase and maintain liability insurance relative to said EVENT in the types and coverage amounts as set forth in Exhibit A attached hereto and made part hereof.
5. That the JAYCEES shall furnish to the VILLAGE satisfactory proof of coverage of the insurance requirements by a reliable company or companies before commencing the EVENT. Such proof shall consist of Certificates of Insurance executed by the respective insurance company(ies), which shall be filed with the VILLAGE. Said certificates shall contain a clause to the effect that the insurance policy(ies) shall be canceled, expired or changed as to the amount of coverage only after written notification thirty (30) days prior to the VILLAGE. In addition, said certificates shall list the VILLAGE, its officers, agents and employees as additional insured on all required insurance policies.
6. That the JAYCEES shall indemnify and save harmless the VILLAGE, its officers, agents and employees from any and all suits, actions, costs, attorney's fees, and/or claims of any kind or character brought because of any injuries and/or damages received and/or sustained by any person, persons, and/or property on account of and/or attributed to any act of omission, error, neglect, misconduct, and/or failure of the JAYCEES, and/or its officers, agents, members, and employees, arising out of, or in performance of any provision of this agreement or the EVENT.
7. That the JAYCEES shall provide at no cost to the VILLAGE such space at, and access to, the EVENT as solely determined necessary by the VILLAGE at least thirty (30) days prior to the EVENT, for use by the VILLAGE and other parties which shall be designated by the VILLAGE and/or JAYCEES as community based civic participants.
8. That the VILLAGE, for purposes of this Agreement, has determined its authorized representative to be the VILLAGE Manager, or person(s) thereafter designated by the VILLAGE Manager.
9. That the VILLAGE, contingent upon receipt of approved insurance as herein contained and the filing of appropriate permit and license applications, shall waive such bonds, fees and license payments, excluding Liquor license fees, as may be associated with the EVENT, but shall conduct all applicable inspections and enforcement applicable laws and regulations as shall be required relative to said permits and licenses.

10. That the VILLAGE shall, at its sole cost, determine and provide for the level of generally accepted public safety services required for the EVENT.

11. That the VILLAGE, upon receipt of a preliminary request from the JAYCEES, submitted no later than (60) days prior to the EVENT, for certain direct services and monetary contributions, using the form attached hereto as Exhibit B and made part hereof, as outlined in Exhibit B, shall, within thirty (30) days thereafter, subject to prior appropriation, approve, approve with modifications, or deny such preliminary requests for direct services and monetary contributions as the VILLAGE solely determines to be appropriate for its participation in the EVENT. The action of the VILLAGE contemplated by this Section 11 shall take place separately from the approval of this Agreement, on an annual basis during the life of this Agreement.

12. Each party to this Agreement shall cause its execution by person authorized to do so by Resolution of the parties' respective governing bodies.

13. Amendments, renewals, and addendum Exhibits to this Agreement shall be made only in writing with the approval of both parties by and through their respective authorized representative to this Agreement.

14. This Agreement shall be executed in two (2) counterparts so that each party shall have a copy containing original signatures. Each of these counterparts shall be regarded for all purposes as one original and shall constitute and be one and the same.

15. This Agreement and/or the obligations of each party hereunder, shall not be assigned by either party without the prior written consent of the other party.

By Resolution and approval from respective governing bodies, signatures are herein affixed.

VILLAGE OF LOMBARD

LOMBARD JAYCEES

William J. Mueller
Village President

Chapter President

ATTEST:

Brigitte O'Brien
Village Clerk

Chapter Secretary