

**LICENSE AGREEMENT FOR LIMITED USE OF GLENVIEW PARK DISTRICT'S
GLENVIEW COMMUNITY ICE CENTER FOR
FIGURE SKATING PROFESSIONALS**

1. **License Fee.** Licenser agrees to license to Licensee the premises for the term stated above, for the limited use and purpose as specified in paragraph 2, and subject to other terms and conditions of this License, for the sum of \$ 0 to be prepaid in full upon the execution of this License Agreement.
2. **Premises.** The premises referred to in this License Agreement shall consist of the Rink A, Rink B, the Studio Rink, and all rooms of the Glenview Community Ice Center.
3. **Limitations on Use of Premises.** Licensee warrants that he/she is an experienced and qualified figure skating professional who engages as an independent contractor in the business of teaching figure skating. Licensee warrants that he/she will use the premises solely for the purpose of giving private figure skating lessons to individual students and, at all times will act in a professional and courteous manner in keeping with the Code of Ethics and rules of the Ice Center. He/she will not use the premises for commercial clinics or camps, team practices or for any other purpose. Licensee will have access to the Studio and/or Main Rink of the Glenview Community Ice Center, 1851 Landwehr Rd., Glenview, IL 60026- 1241 during the term of the License Agreement during such times and periods as established by the Licenser and subject to Licenser's practices and policies regarding scheduling of activities on the premises. Licensee's access to the premises may or may not be exclusive, as determined at the sole discretion of the Licenser; that is, Licenser may have other activities taking place on the premises or on a portion of the premises to which Licensee is given access, and/or Licenser may

restrict Licensee's access to only a portion of the premises when other activities are scheduled on the premises. Licensee understands that Licensor's programs and activities will always take priority over the Licensee's use of the premises. Licensee shall be exclusively responsible for his/her own private figure skating students, for soliciting such students (subject to the restrictions on advertising and solicitation set forth in paragraph 5 below), for scheduling and rescheduling his/her own private lessons, for scheduling his/her own use of the premises (subject to the Licensor's practices and policies regarding scheduling of activities on the premises and subject to the Licensor's own schedule of activities on the premises), and for setting and collecting his/her student's fees and charges. This License does not entitle Licensee to any specific amount of access to the premises during the term of the License or during any day, week or other time period, but instead only entitles Licensee to access to the premises as Licensor deems them to be available for the limited purpose set forth herein, subject to the Licensor's own use of the premises and previously scheduled use of the premises by other Licensee's, if any.

4. **Licenses and Permits.** Licensee agrees and warrants that he/she has procured all licenses, permits or like permission required by law, ordinance or regulation to conduct or engage in the activity for which he/she is licensing the premises; that he/she will procure all additional licenses, permits or like permission hereafter required by law, ordinance or regulation during the term of this License; and that he/she will keep same in full force and effect during the term of this License. He/she shall also conduct all activities here under in full compliance with all applicable laws, ordinances and regulations.

5. **Advertisement.** Licensee shall not independently advertise the activity to be conducted by Licensee on the premises pursuant to this License, except with prior written permission of the Licensor. Licensee shall not represent any activity in which he/she is engaged, including but not limited to the activity for which he/she is leasing the premises, as having been approved by or as being under the sponsorship auspices of the Licensor or otherwise use the Licensor's name in a testimonial manner or in any advertising without prior written permission of the Licensor. In no respect does the Licensee have authority to ask or speak as an agent to bind or commit Licensor in any way and Licensee agrees not to exercise any such purported authority or to hold out that he/she possesses such authority.

6. **Liability and Insurance.**

6a. Licensor assumes no liability for actions of the Licensee under the License. Licensee agrees fully to indemnify, hold harmless and defend Licensor, its Park Commissioners, officers, employees, volunteers and agents from any and all liability, loss, damage, cost or expense (including without limitation court costs and attorney/paralegal fees) which Licensor may sustain, incur or be required to pay as a result of any and all acts of Licensee in his/her use of the premises under this License.

6b. Licensee agrees to obtain and keep in force, to the satisfaction of the Licensor at all times during the term of the License, General Liability Insurance. The Licensee agrees that prior to the inception of this License, proof of such insurance coverage will be submitted to the Licensor. The policy must be issued by a company authorized to do business in the state of Illinois, licensed by the Department of

Insurance thereof and with an A.M. Best & Co. financial rating acceptable to the Licenser. The Licensee shall furnish a certificate of insurance for the insurance coverage required herein, naming the Licenser and its public officials, employees, volunteers and agents as an additional insureds and providing that such policy may not be canceled or amended without 30 days' prior written notice having been given to the Licenser. The policy shall also contain a "contractual liability clause".

6c. In general concept, the parties contemplate that Licensee shall act alone here under as an individual and not with others as a group. Should Licensee wish to use any assistance of employees or agents, he/she shall first disclose such request to Licenser and receive its prior approval. It is understood and agreed to by the parties that the Licensee shall maintain adequate personal liability insurance, worker's compensation insurance and employer's liability insurance for Licensee's employees or agents, if any, and shall indemnify and hold harmless the Licenser against any and all liability, loss, damage, cost or expense which Licenser may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of Licensee, his/her employees and agents, if applicable, in his or their use of the premises pursuant to this License.

6d. In the event that any action, suit or proceeding is brought against the Licensee involving in any manner the Licensee's use of the premises, he/she shall soon thereafter as practicable cause written notice thereof to be given to the Licenser by certified mail.

6e. It is understood that Licensee is not an employee of the Licenser when engaged in the activity provided for in this License, and is, insured as a self-directed independent contractor, and is therefore not entitled to any benefits provided to the employees of Licenser. It is further understood by the Licensee that he/she will not be covered under provisions of the worker's compensation insurance of the Licenser and that any injury or property damage incurred on the premises resulting from Licensee's use of the premises pursuant to the License will be Licensee's responsibility and not the responsibility of the Licenser, and any action at law, equity or for administrative relief predicated on an alleged employment status as hereby waived and released. It is understood that the Licensee is not protected as an employee or as a person acting as an employee or agent of Licenser under the provision of the public liability insurance of the Licenser and therefore Licensee will personally be responsible for any wrongful acts or omissions. The Licenser will in no way defend the Licensee in matters of public liability. It is further understood that the Licensee will not be covered under social security, federal income withholding or state tax or any other consequences or incidences associated with an employment relationship.

7. **Termination.** This License may be terminated immediately by the Licenser in the event of default or noncompliance with its terms, and/or misconduct by the Licensee, including, but not limited to, noncompliance with any of Licenser's Code of Ethics or rules and regulations governing the use of the premises. It may also be terminated immediately if Licenser, through its Board of Commissioners or its general Superintendent, finds that continuation is contrary to the best interests of the Glenview Park District. In such event, Licenser shall cause immediate written notice of such termination to be given the Licensee. If Licenser terminates this License for cause, Licensee shall forfeit any prepaid License fee applicable to the remainder of the term of the License. If Licenser terminates this License without cause, or for its own convenience, it shall promptly refund to Licensee any prepaid License fee applicable to the balance of this License. Licensee may terminate this

License by giving written notice to Licensor. If Licensee terminates this license before its expiration without cause, he/she shall forfeit the License fee for the remainder of the term of the License. if Licensee terminates this License for good cause (as reasonably determined by Licensor) then Licensor shall refund to Licensee any prepaid License fee applicable to the balance of the term of the License.

8. **Notice.** Any notice which is required to be given or which may be given under this license shall be sent to the parties at the addresses shown on the first page of the License by certified mail, return receipt requested. Such notice shall be effective on date of receipt.

9. **Non-Assignability.** This License is not assignable by either party without the other party's prior written consent.

10. **Miscellaneous:**

a. This license constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior to contemporaneous agreements and understandings of the parties in connections therewith. No modification of this License shall be effective unless made in writing, dated and signed by both parties hereto.

b. Where the contexts admits, words in the masculine gender shall include the feminine gender and the "License" or any pronoun representing it shall include all staff, agents and employees of License, and the word "Licensor" or any pronoun representing it shall include all officers, staff, agents, employees and elected commissioners of Licensor.

c. This License shall be governed by the laws of the state of Illinois.

IN WITNESS WHEREOF, the undersigned parties have hereunto executed or caused to be executed this License as of the _____ day of, 20_____.

LICENSER: THE GLENVIEW PARK DISTRICT - ICE CENTER

By: _____

Ice Center Staff (Figure Skating Director, Recreation Program Manager, Customer Experience Supervisor)

Date: _____

LICENSEE: Name: _____

Signature: _____

Date: _____

Coaches' Code of Conduct



"As a coach of the Glenview Community Ice Center, I pledge to:

- Make it my policy to conduct business honestly and ethically with the highest regard toward the Park District personnel and policy;
- MAINTAIN professional and cordial relationships with all risk personnel;
- AVOID the use of false, confusing, inaccurate and/or misleading terms, descriptions or claims in the daily conduct of business;
- RESOLVE misunderstandings between coaches, management and/or patrons of the Glenview Community Ice Center in a prompt and courteous manner without involving the general public and/or children;
- ACCEPT the responsibility to care for all students and properties left in my custody;
- RESPECT the facility of the Glenview Community Ice Center and strive to keep premises clean and well-maintained;
- USE the Ice Center and the surrounding premises for the sole purposes of giving private lessons to individual students. Understand that no group lessons may be taught at the Glenview Community Ice Center except through the Glenview Community Ice Center lesson program;
- RECOGNIZE the authority of the Glenview Park District and the Glenview Community Ice Center staff in all manners relating to the interpretation of schedules, policy, and Code of Ethics;
- RESPECT other skating professionals' teaching methods;
- ASSIST in the enforcement of on-ice rules if I witness inappropriate behavior by any skater or coach;
- "I understand that private lesson privileges may be revoked immediately in the event of noncompliance with the terms set forth by the Glenview Community Ice Center and the Glenview Park District."

Coach Signature

Date