

## **Agreement for Providing Services as a Third Party Contractor At the Waukegan Park District**

*Third-Party Contractor* agrees to the following:

1. To the fullest extent permitted by law, shall indemnify and hold harmless the Waukegan Park District and their officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees, provided that any such claim, damage, loss, or expense 1) is attributed to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, and 2) is caused in whole or in part by any negligent or wrongful act or omission of the *Third-Party Contractor*, or anyone directly or indirectly employed by them, including but not limited to any and all subcontractors, whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph.
2. Agrees to name the Waukegan Park District as an additional insured on their liability policies for all activities they perform on Waukegan Park District property.
3. Understands that any lack of or deficiencies in insurance coverage requirements, even if proof of coverage is waived by the Waukegan Park District, shall not be construed as a waiver of the *Third-Party Contractor's* obligations or financial responsibility for any claims, damages, losses, and expenses, including but not limited to legal fees, arising out of or resulting from the *Third-Party Contractor's* activities or those activities of their subcontractors or volunteers. The Waukegan Park District will not in any way defend, indemnify, nor hold harmless the *Third-Party Contractor* in any matter.
4. Assumes all financial responsibility for any liability, damages, or property that is lost, stolen, or damaged, arising out of or resulting from the *Third-Party Contractor's* and/or their subcontractor's or volunteer's activities
5. Will obtain all necessary certificates of insurance and permits (Documentation) for their activities and share them with the Waukegan Park District once obtained. Failure to provide the permits prior to the start of the event or job may result in non-approval of *Third-Party Contractor* activities. It is the *Third-Party Contractor's* responsibility to ensure permits are obtained.
6. Confirms that there is no relationship between the Waukegan Park District and the *Third-Party Contractor*. Further confirms that the *Contractor or Rental Group* is in complete control of, and is responsible for selecting, retaining, and terminating the *Third-Party Contractor*.
7. The term of this agreement will coincide with the term of the agreement with the *Contractor or Rental Group*.

### **Insurance Requirements:**

- ✓ General Liability and Excess/Umbrella Liability limits combined to equal \$1,000,000 each occurrence and \$2,000,000 annual aggregate is to be provided showing the **Waukegan Park District as an additional insured**.
- ✓ Dram Shop Liability and Liquor Liability coverage including coverage for damages arising out of the selling, serving or furnishing of any alcoholic beverage is to be provided showing the **Waukegan Park District as an additional insured**, with a limit of not less than \$2,000,000 per occurrence/\$2,000,000 aggregate limit or the minimum limits required by statute if higher, when alcohol is being sold or served.
- ✓ Automobile Liability insurance with no less than \$1,000,000 limit is needed if a vehicle other than a passenger car or truck or cargo van is brought on Waukegan Park District property. Examples: RVs, CDL vehicles, food trucks, or trailers.
- ✓ Worker's Compensation Insurance, per statutory limits, is needed if employees are used to setup and/or breakdown equipment or provide the service.
- ✓ **Certificate Holder should state: Waukegan Park District, 1324 Golf Rd., Waukegan, IL 60087.**
- ✓ All insurance coverage provided shall be primary and non-contributory coverage.
- ✓ If using subcontractors or volunteers, the Contractor shall include all subcontractors or volunteers as insureds under its policies or shall collect separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated

herein. It is the contractor's sole responsibility to ensure that all subcontractors and volunteers have secured certificates of insurance and endorsements which are compliant with the requirements set forth in this agreement.

**ADDITIONAL REQUIREMENTS**

- ✓ Large tents, or structures or any other equipment being staked into or disturbing the ground may require a **JULIE Utility Locate to be initiated; give the Waukegan Park District notice, a minimum of 48 hours prior to event, so that they may initiate the locate and communicate the results with Third-Party Contractor.**
- ✓ If participating in an event that requires additional approval from the City of Waukegan, including but not limited to, events that are open to the public (vs a private party) with services that include liquor, food, merchandise being sold, a stage, or a tent larger than 24x24, a City of Waukegan Special Event application may be required. It is the applicant's duty to ascertain if an additional approval is needed and to obtain all necessary licenses and approvals from the City, in order to be compliant with City ordinances and requirements. The City strictly requires that all special event applications be submitted at least 30 days prior to the event/ /job. *Third-Party Contractor* should work with the individual hiring them to determine what they need to do to comply with the City ordinance
  - Email city for more information [events@waukeganil.gov](mailto:events@waukeganil.gov) or visit their website <https://www.waukeganil.gov/290/Special-Events>
- ✓ If food is being prepared/served on site to the public (Examples: food booths, vending trucks, grills/other equipment), a **Permit from the Lake County Health Department** is also needed.
 

**Lake County Health Department**  
**3010 Grand Ave, Waukegan, IL 60085**  
 Phone Number: 847-377-8000


This Agreement shall be interpreted, enforced, and construed in accordance with the laws of the State of Illinois. Venue for any litigation hereunder shall be in Lake County, Illinois; and should diversity jurisdiction apply, in the United States District Court for the Northern District of Illinois Eastern Division. By signing this agreement, *Third-Party Contractor* expressly consents to personal jurisdiction in the State of Illinois. This paragraph will survive termination of this Agreement.

This Agreement constitutes the entire agreement between the *Third-Party Contractor* and the Waukegan Park District pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements that occurs while this agreement is active and understandings either oral or written. No modifications of this Agreement shall be effective unless made in writing and signed by all Parties. If ever there are conflicts between signed documents, this contract prevails.

 **SIGNATURES**

<b>Company/Individual securing/contracting/paying Third Party Contractor</b>			
<b>Third-Party Contractor Name:</b>			
<b>Third-Party Contractor Address:</b>			
<b>Third-Party Contractor Phone:</b>			
<b>Print Name of Authorized Representative</b>			
<b>Title/Position of Authorized Representative</b>			
<b>Signature</b>		<b>Date Signed</b>	

*Digital                      or                      Typed*

 \_\_\_\_\_ **INITIAL to authorize my digital or typed signature as legal**  
*Third-Party Contractor is encouraged to keep a copy of this Agreement for their own records.*