

**30-R-19**

**A RESOLUTION**

**Authorizing the City Manager to Execute a Gift Agreement and a Use Agreement with Chicago Young Americans Amateur Hockey Association for the New Robert Crown Community Center**

**WHEREAS**, Chicago Young Americans Amateur Hockey Association was founded in 1981 and has since been providing area youth with an opportunity to develop their skills and play the sport at the next level under a program that puts emphasis on “team loyalty, work ethic, and respect for self and sport”; and

**WHEREAS**, Chicago Young Americans Amateur Hockey Association donated a generous gift to the Friends of Robert Crown Center to allow resources of this facility can be provided to the community; and

**WHEREAS**, the construction of this facility and the partnership with Chicago Young Americans Amateur Hockey Association will provide more of Evanston youth with the opportunity to participate in the sport and receive all the benefits from this participation to their wellbeing; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to accept this gift agreement and execute the use agreement with Chicago Young Americans Amateur,

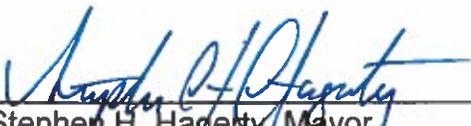
**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** The City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Gift Agreement

with Chicago Young Americans Amateur Hockey Association for donations to the new Robert Crown Community Center and Library (the "Gift Agreement"), attached hereto as Exhibit 1 and incorporated herein by reference. The City Manager is also authorized to execute a use agreement by and between the City of Evanston and the Chicago Young Americans Amateur Hockey Association (the "Use Agreement").

**SECTION 2:** The Interim City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement that she deems to be in the best interests of the City.

**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

  
\_\_\_\_\_  
Stephen H. Hagerly, Mayor

Attest:

  
\_\_\_\_\_  
~~Devon Reid, City Clerk~~  
Eduardo Gomez, Deputy City Clerk  
Adopted: September 23, 2019

Approved as to form:

  
\_\_\_\_\_  
Michelle L. Masoncup, Corporation  
Counsel

**EXHIBIT 1**

**GIFT AGREEMENT BETWEEN THE CITY OF EVANSTON AND CHICAGO YOUNG  
AMERICANS AMATEUR HOCKEY ASSOCIATION**

**ROBERT CROWN CENTER GIFT AGREEMENT**  
**City of Evanston**

This Gift Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among CHICAGO YOUNG AMERICANS AMATEUR HOCKEY ASSOCIATION, a not-for-profit corporation, with a mailing address of 543 North Avenue, Libertyville, Illinois 60048 (hereinafter referred to as "Donor"), and the CITY OF EVANSTON, an Illinois home rule municipal corporation, with offices at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter referred to as "the City").

The Donor and the City agree as follows:

1. Donor Commitment. The Donor hereby pledges to the City the sum of Five Hundred Thousand Five Hundred Dollars (\$500,500.00) ("Gift") which as provided for herein is designated for the benefit of the City of Evanston.
2. Donor Purpose. It is understood and agreed that the Gift will be used to fund the construction of a new modern sports and community center to replace the existing Robert Crown Community Center with athletic fields and a new branch library (the "Project").
3. Gift Payment. The Gift is an irrevocable pledge that will be paid over a period of seven (7) years to the Friends of Robert Crown Center ("FRCC"). Donor may accelerate the payment of any or all of this pledge at any time in Donor's discretion so long as the cumulative total of all gift payments meets the forgoing schedule. All donations are non-refundable unless otherwise specifically provided in this Agreement.
4. Acknowledgment. In recognition of the Donor's generosity, the City will acknowledge the Gift by placing the Donor's logo on one corner of Rink 1 ("Naming") and a trophy case near Rink 2 will be made available to Donor to fill with hockey memorabilia. Attached as Exhibit "A" are drawings depicting the intended design, location and installation of the Naming. The proposed Naming must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and the City Manager. Nothing herein shall be interpreted as requiring the City to undertake construction or commence any capital project without all required approvals. Before the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will continue for ten (10) years after construction of Project is completed.
5. Termination of Naming. In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits hereunder, including terminating the Naming:
  - a. In the event of any default in payment of the Gift as provided in this Agreement, or

- b. In the unlikely event the City determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, or integrity of the City in the event of a continued association with the Donor and the continuation of the Naming provided for herein.

Upon any such termination of this Agreement and/or Naming hereunder, the City shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

6. **Modification of Naming.** If during the useful life of the Facility, the Facility is transferred or conveyed from the City, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified, relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as agreed by the City, will have the right, for no additional payment, to have another available and equivalent location within the Facility available for Naming recognizing the Donor.
7. **Intent.** It is the agreement of the parties and the intention and wish of the Donor that this Gift and any unpaid promised installment under this Agreement shall constitute the Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor's agents, successors and assigns. The Donor acknowledges that the City is relying, and shall continue to rely, on the Donor's Gift being fully satisfied as set forth herein.
8. **Nature of Commitment.** Both parties agree and affirm that the Donor shall receive no goods or services for this contribution, other than the acknowledgment and recognition described herein. This contribution shall have no connection to any business relationship established at any time between the Donor and the City.
9. **Certification of Tax-Exempt Status.** In executing this Agreement, Donor certifies and covenants that it is and will continue to be, for the duration of the life of this Agreement, a Tax-Exempt Organization. A "Tax-Exempt Organization" means an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), which is exempt from federal income taxation under Section 501(a) of the Code. Donor further certifies and covenants that it has not and will not use the Facility in an Unrelated Trade or Business. "Unrelated Trade or Business" means an activity that constitutes an "unrelated trade or business" within the meaning of Section 513(a) of the Code, without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 511 of the Code.
10. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or

otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

11. **Amendment.** By mutual consent of the City and the Donor or the Donor's legally or duly appointed agent or attorney-in-fact, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
12. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
13. **No Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.
14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.
15. **Freedom of Information Act.** This Agreement and all related public records maintained by, provided to or required to be provided to the City are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.
16. **Severability.** Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.
17. **Savings Clause.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

CHICAGO YOUNG AMERICANS  
AMATEUR HOCKEY ASSOCIATION  
A not-for-profit organization

CITY OF EVANSTON  
An Illinois home rule municipal corporation

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

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

Its: President

Its: Interim City Manager

Print Name: Jason Ori

Print Name: Erika Storlie

**EXHIBIT 2**

**USE AGREEMENT BETWEEN THE CITY OF EVANSTON AND CHICAGO YOUNG  
AMERICANS AMATEUR HOCKEY ASSOCIATION**

**ROBERT CROWN CENTER USE AGREEMENT**  
City of Evanston

This Use Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and among CHICAGO YOUNG AMERICANS HOCKEY ORGANIZATION, a not-for-profit corporation, with a mailing address of 543 North Avenue, Libertyville, Illinois 60048 (hereinafter referred to as "User"), and the CITY OF EVANSTON, an Illinois home rule municipal corporation, with offices at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter referred to as "the City").

The User and the City agree as follows:

1. Purpose. The City of Evanston is constructing a new Robert Crown Community Center (the "Center") with athletic fields and a new branch library (the "Project"). In order to support the long term financial viability of the center, the City agrees to enter into a long term facilities use agreement for the Center with User to use the ice rinks, locker room, training room, and storage space. This Agreement is not a lease agreement; User does not have exclusive control of the Center or a portion thereof. User is permitted to use the facility according to specified time periods each day during the Term defined below and restricted to the agreed upon schedule with the City.
2. Term:
  - a. The Term of the Agreement shall be for a period of five and 1/2 (5.5) years ("Term"). The commencement date is 1/1/2020 and the termination date is 6/30/2025.
  - b. Option to extend the lease: The Term cannot be automatically renewed. If the Parties seek to negotiate an extension of the Agreement, the Parties will meet and confer to negotiate a five-year extension which must be approved by both parties in writing.
3. Fees:
  - a. Use Fees. User agrees that it will be assessed hourly rates to utilize the facility. User will be charged an ice rental rate of \$425.00 per hour, ice cut included, with a maximum increase of 2.8% each year.
  - b. Payment of Fees. The Parks, Recreation and Community Services Department ("Department") will invoice User monthly for its usage of the Center. Payments shall be made payable to the City of Evanston and mailed to: City of Evanston, Attn: Collector's Office, 2100 Ridge Avenue, Evanston, Illinois 60201. Please note on the check that it is payment for Robert Crown Center Facility use.
4. Facilities Covered:
  - a. Outdoor Facilities

The term "Outdoor Active Use Areas" will be used for purposes of this Agreement to mean the turf fields, baseball fields, and tennis courts. User will not have any exclusive use provided for the Outdoor Active Use Areas. User may request use as any other user and payable at rates established by the Department.

b. Indoor Facilities

The term "Indoor Active Use Areas" will be used for purposes of this Agreement to mean the ice rinks and training room. The Parties shall have the right to add or exclude Indoor Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both the Parties.

5. Indoor Active Use Area Guidelines: The City hereby grants permission to User to use the Indoor Active Use Areas as set forth below for the sole purpose of providing its team members practice and contest space to compete, and any related uses to the activities described in Section 4.
  - a. Use Schedule. User will receive at least 10 hours per week of dedicated ice rink access over six time slots on an annual basis during specified times as set forth in the schedule attached hereto as Exhibit "A". User will have the option to purchase additional hours if ice time becomes available.
  - b. Locker facilities. User will be permitted to utilize the locker room during the Use Schedule time. User understands that the locker room will be utilized by other patrons of the facility as well.
  - c. Storage. Storage space will be made available to User to accommodate equipment and other gear for four (4) teams.
  - d. User understands and agrees that during the Term, if User is not scheduled to utilize the Indoor Active Use Area, it will be used by other City patrons and users not affiliated with User. User must conduct its activities so as not to interfere or impede other users from using the Indoor Active Use Areas.
  - e. Supervision. User is responsible for providing personnel necessary for the direction and supervision of activities in Indoor Active Use Areas. User shall enforce all City rules, regulations, and policies provided by the City while supervising the Indoor Active Use Areas. User is responsible for notifying the City within 24 hours in the event that an Active Use Area suffers damage during User's scheduled time.
6. User Stipulations. Donor stipulations and agrees to the following:
  - a. User agrees that it will not conduct regular season practice for Midget-level (U16 and older) hockey players. Such restriction, however, does not apply to games, off-season practices or tryouts.

- b. User agrees that at least 50% utilization of practice ice will be by the User's girls' hockey team.
  - c. User agrees that members of User's girls' hockey team will be permitted to double roster to the Evanston Township High School's girls' hockey team, if eligible.
  - d. User agrees and understands that limited ice time will be available for non-figure skating activities during the winter and spring ice shows.
  - e. User agrees to provide firm weekend ice needs by July 31<sup>st</sup> of each year for the upcoming season.
7. Compliance with Law. All use of the Center shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by User that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.
8. Obligations of City
- a. Access and Security
- The City shall provide the personnel necessary to open and close the Indoor and Outdoor Active Use Areas during the hours of the Center. The City believes the hours of operation to be 5:30 a.m. to midnight at the time of signing this Agreement, these hours are subject to change, with no amendment to the Agreement necessary. The City will provide keys to the user's assigned storage area.
- b. Inspection and Notification
- City personnel shall inspect the Indoor and Outdoor Active Use Areas to ensure these sites are returned in the condition they were received.
- c. Custodial
- The City shall make its trash receptacles available during the Center hours of operation. User will encourage users to dispose of trash in the trash receptacles. User will ensure that its users leave the Indoor Active Use Areas and locker rooms with the equipment stowed away.
9. Maintenance. The City shall perform normal maintenance of Outdoor and Indoor Active Use Areas and the equipment contained therein to basic level of service subject to normal wear and tear. The City shall notify User of any known change in condition of the Active Use Areas. The City will maintain and repair equipment and fixtures contained in the Outdoor and Indoor Active Use Areas, including the equipment in the training room and ice rinks during the Term.

10. Restitution and Repair

- a. Inspection and Notification. User shall, through its designated employee, inspect and notify the City of any damage, as described above in subsection 5(h).
- b. If equipment, fixtures, or property of the City is damaged by User, except for repairs which are due to ordinary wear and tear and mutually agreed by the Parties, User is responsible for the cost of replacement or repair. The City agrees to make such repairs or replacement, depending on the extent of the damage, within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of User under Section 10(c) of this Agreement that User is responsible for the damage, then User agrees to reimburse the City at the final cost invoiced to the City.
- c. Reimbursement Procedure. The City shall send the paid invoice to User's designated employee within ten (10) business days of completion of repairs or replacement of damaged property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. User shall reimburse the City within thirty (30) days from receipt of such invoice.
- d. Disagreements. User shall retain the right to disagree with any and all items of damage to buildings, facilities, property, or equipment as identified by the City, provided this disagreement is made within five (5) business days after a first notification.
  - i The City shall notify User of any disagreements in writing by email to User's designated employee. User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by User.
  - ii After proper notification, representatives from the Parties, or other designated representatives of the City and User, shall make an on-site investigation and attempt a settlement of the disagreement.
  - iii In the event an agreement cannot be reached, the matter shall be referred to the City Manager and User's President or their designees, for resolution.
  - iv The City shall have the right to make immediate emergency repairs or replacements of property without voiding Beacon's right to disagree.

11. Operational Costs

- a. Documentation of Costs

The City and User shall maintain records of costs associated with the Agreement.

b. **Payment of Overtime**

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement.

12. **Damage or Destruction.** If the Center is damaged or destroyed by fire or other casualty (“Casualty”), City may, within one hundred eighty (180) days after such incident occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at City’s expense and this Use Agreement shall not terminate. Notwithstanding any provision contained herein to the contrary, either party will have the option and right to terminate this Use Agreement if such an event occurs.
13. **Liability and Indemnification.** User hereby indemnifies and holds harmless the City, its elected officials, employees and agents (collectively, the “City Parties” and individually, a “City Party”) from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including reasonable legal fees and costs of investigation) (collectively “Losses”) as a result of or arising out of (a) personal injury or property damage caused by any act or omission during User’s use of the Center under this Agreement; or (b) any damage to any City property as a result of access granted pursuant to this Agreement; provided, however, User shall not be obligated to indemnify the City to the extent any Loss arises out of gross negligence or willful misconduct of the City.
14. **Insurance**
  - a. **User:** User agrees to obtain at its own cost and expense a policy or policies of commercial general liability insurance written by an insurance carrier rated at least Class A or better in Best’s Key Rating Guide of Property-Casualty Insurance Companies and licensed to do business in the State of Illinois which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than \$2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Said policy or policies shall provide, among other things, blanket contractual liability insurance. Tenant will provide at the time of signing this Use Agreement a Certificate of Insurance naming the City of Evanston, its elected officials, employees, and agents.
  - b. **City:** City is self-insured up to \$1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A or better in the

Best's Key Rating Guide and licensed to do business in the state in which the Center is located which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than \$2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. The City will issue a certificate of insurance at the time of execution of this agreement naming User as an additional insured. City shall maintain casualty insurance covering the entire Center and any alterations, improvements, additions or changes made by City thereto in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of "all risks".

- c. **Waiver of Subrogation.** Neither Party shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Notwithstanding anything to the contrary contained herein, City and User hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Center, by reason of fire, the elements, or any other cause which could be insured against under the terms of an "all risk" fire insurance policy, in the state where the Center is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Agreement, no insurer of a party hereunder shall ever hold or be entitled to any claim, demand or cause of action against either party by virtue of a claim of loss paid under any such insurance policies, whether such insurer's claim be in the nature of subrogation or otherwise.
15. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois. This Agreement also supersedes all other agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
16. **Attorneys' Fees.** The Parties shall bear its own costs, charges, expenses and attorney's fees, and any other fees incurred in the event of a dispute between the Parties. If User is providing indemnification, User will cover any attorneys' fees and costs.
17. **Amendment.** By mutual consent of the City and User or the User's legally or duly appointed agent or attorney-in-fact, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in

written signed addenda, which shall form part of this Agreement. User may not assign or transfer this Use Agreement or enter into a license agreement for any portion thereof without the written consent of the City.

18. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.
19. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.
21. Freedom of Information Act. This Agreement and all related public records maintained by, provided to or required to be provided to the City are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement
22. Notices. Any notices required to be given hereunder, or which either party hereto may desire to give to the other, shall be in writing. Such notice may be given by reputable overnight delivery service (with proof of receipt available), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the following addresses identified for Landlord and Tenant, or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Section.

If to the City:

City of Evanston  
Attn: City Manager  
2100 Ridge Avenue  
Evanston, IL 60201

with a copy to:

City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201

If to User:

Chicago Young Americans Hockey Organization  
ATTN: Jason Ori  
543 North Avenue  
Libertyville, Illinois 60048

23. Severability. Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.
24. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

CHICAGO YOUNG AMERICANS  
HOCKEY ORGANIZATION  
A not-for-profit organization

CITY OF EVANSTON  
An Illinois home rule municipal corporation

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

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

Its: President

Its: City Manager

Print Name: Jason Ori

Print Name: Wally Bobkiewicz