



VERNON HILLS PARK DISTRICT

2026 Concessions Services Proposal

Submission for Proposals due on:
December 30, 2025
1 p.m.

The Vernon Hills Park District is issuing a Request for Proposals for the following identified service:

2026 Concessions Services at Turtle Creek Waterpark

Proposal Due Date: Received on or before 1:00 p.m., Tuesday, December 30, 2025, at the Vernon Hills Park District's Sullivan Community Center, 635 N. Aspen Drive, Vernon Hills, IL.

Vernon Hills Park District 2026 Concessions Services Proposal

Table of Contents

Table of Contents.....	2
Invitation to Bid	4
General Information	5
Specifications.....	7
Evaluation of Proposals.....	10
Concessions Services Application	12
Price Sheet.....	14
References.....	15
Exhibit A	16
Exhibit B.....	19
Exhibit C	20
Turtle Creek Waterpark Financial History 2023-25.....	42

Vernon Hills Park District 2026 Concessions Services Proposal

Request for Proposal

Bid Date:	Tuesday, November 18, 2025
Identified Service:	2026 Concession Services Proposal
Owner:	Vernon Hills Park District
Description:	Concessions Services at Turtle Creek Waterpark
Bid Documents:	Available in electronic format from The Vernon Hills Park District or hard copy at 635 N. Aspen Drive, Vernon Hills, IL.
Documents Fee:	No charge
Documents Available Electronically:	Yes
Optional Pre-Bid Mtg/Walk Through:	Date: December 8, 2025 Time: 1:00 p.m.
Proposal Opening:	Date: December 30, 2025 Time: 1:00 p.m.
Proposals Submitted to:	Vernon Hills Park District 635 N. Aspen Drive Vernon Hills, IL 60061
Proposal Opening Location:	Vernon Hills Park District 635 N. Aspen Drive Vernon Hills, IL 60061
Award Notification:	January 23, 2026
Owner Representative:	Tom Ritter Recreation Superintendent (847) 996-6802 tomr@vhparkdistrict.org

Vernon Hills Park District 2026 Concessions Services Proposal

November 18, 2025

The Vernon Hills Park District is accepting Proposals for the following identified service:
2026 Concessions Services Proposal.

Notice is hereby given that until 1:00p.m. Local time, on Tuesday, December 30, 2025 Proposals will be received at the offices of the Vernon Hills Park District, 635 N. Aspen Drive, Vernon Hills, Illinois 60061. Proposals will not be received nor considered thereafter. Immediately after 1:00p.m. on Tuesday, December 30, 2025, proposals will be publicly opened and read aloud. Bids will not be received nor considered thereafter. Faxed or e-mailed bids will not be accepted.

The Vernon Hills Park District shall provide complete bid packet for the **2026 Concessions Services Proposal** in electronic format or hard copy. Prospective bidders may email Tom Ritter at tomr@vhparkdistrict.org to request an electronic version of the bid packet or pick up in person at 635 N. Aspen Drive. The following forms must be printed, completed in-full and submitted by the time set of opening of bids: **Concessions Services Application, Price Sheet and References**. They must be enclosed in a sealed envelope, plainly marked:

Bidder's Company Name
2026 Concessions Services Proposal
Vernon Hills Park District
635 N. Aspen Drive
Vernon Hills, IL, 60061

Failure to print and submit completed **Concessions Services Application, Price Sheet and References** may be cause for rejection of the bid at the absolute discretion of the Owner.

The successful bidder must comply with applicable State and Federal laws, including those relating to equal employment opportunity and non-discrimination.

The Park District reserves the right to reject any and all bids or portions thereof, and to select the bid which in its judgment provides the services that most satisfactorily meet the needs of the Park District.

If you have any questions regarding the contents herein, I can be reached at (847) 996-6802 or tomr@vhparkdistrict.org.

Sincerely,

Tom Ritter
Recreation Superintendent

General Information

Intention

The Vernon Hills Park District is requesting interested Vendors to submit proposals for the operation of concessions services at Turtle Creek Waterpark for a period of one year. Concession services at designated special events will be provided by the Vendor selected by the Park District.

Interested parties must provide the information requested on pages 12-15 of this Request for Proposal (RFP) and should attach additional supporting information if necessary.

Service to be provided

The intended licensee shall be a food service provider. The Park District envisions a high quality food service operation providing an appropriate range of menu items to the patrons of Turtle Creek Waterpark on a daily basis throughout the season.

Facility Information

Turtle Creek Waterpark

The concession stand is located within the Turtle Creek Waterpark facility. This stand serves the patrons of the waterpark from June through early August and weekends through Labor Day. Depending on weather, the facility is open approximately 75 days of the summer.

Optional Pre-Proposal Meeting to Examine the Site

Neither additional compensation nor relief from any obligations of the Agreement will be granted because of a lack of knowledge of the conditions under which the work will be accomplished. There will be a pre-proposal meeting for all prospective Vendors. This meeting is scheduled for **Monday, December 8, 2025, at 1 p.m.** beginning at the Sullivan Community Center of the Vernon Hills Park District at 635 N. Aspen Drive, Vernon Hills, IL.

Reserved Rights

The Vernon Hills Park District reserves the right at any time and for any reason to cancel this Request for Proposals or any portion thereof, to reject any or all proposals, portions of proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the proposer, the District has ninety (90) days from the published submission date to enter into an agreement with a proposer. The District may seek clarification from a proposer at any time and failure to respond promptly is cause for rejection.

Incurred Costs

The Vernon Hills Park District will not be liable, under any circumstance, for any costs incurred by respondents in replying to this RFP.

Award

It is the intent of the District to negotiate a license agreement with the highest-ranked proposer based on the submittal and interview. The District reserves the right to determine the highest responsible proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. Award will be based on the following factors (where applicable) as well as the Evaluation Criteria listed in the Terms and Conditions section of this document: (a) adherence to all conditions and requirements of the RFP specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities. A proposer to whom an offer is made shall be required to enter into a Concessions Operating Agreement ("Agreement") with the District in the form attached hereto as Exhibit C beginning on page 20. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final license agreement. The District reserves the right to negotiate the terms and conditions of the license agreement with the selected proposer. The District reserves the right to interview proposers during the evaluation process. Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange specific times. The District will not be responsible for any cost of the proposer's presentation.

Environmental Policy

The community and the Vernon Hills Park District are increasingly aware of the environmental issues which affect the quality of life within the District. It is the intent of the District to assume a leadership role in the development and use of sound environmental policies, practices and educational opportunities.

Additional Information

Should the proposer require additional information about this proposal, please e-mail to tomr@vhparkdistrict.org no less than 48 hours prior to the proposal opening date. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Proposers. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal

documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a proposer to improperly submit a proposal.

Proposer Conditions

All proposers must be engaged in providing the services as outlined in these specifications, and must have been engaged in this field for a period of no less than one (1) year. Proposers must possess all required state and local licenses. The proposer personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The Vernon Hills Park District reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

Responsibility and Default

The licensee shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful proposer shall be considered the sole point of contact for purposes of this license agreement.

Change in Status

The vendor shall notify the Vernon Hills Park District immediately of any change in its status resulting from any of the following:

- Vendor is acquired by another party
- Vendor becomes insolvent
- Vendor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Vendor ceases to conduct its operations in normal course of business.

The District shall have the option to terminate its license agreement with the vendor immediately on written notice based on any such change in status.

Specifications

Park District Equipment

The equipment provided by the District is listed in Exhibit B on page 19. The District will pay for any routine repairs needed on this equipment. The Vendor will be required to pay for repairs that are caused by misuse or negligence of the Vendor's employees. The Vendor is allowed to install new or supplemental equipment and remove the same equipment upon expiration of the agreement. Any equipment that is to be added must first be approved in writing by the District and any additional cost associated with the added equipment must be paid for by the food service Vendor. Vendor is required to submit a list of equipment they will bring on site no later than April 30, 2026.

Promotion

The Park District will provide space in its seasonal program guide and the Park District website free of charge. Concessionaire shall also include marketing support by listing the Park District and Turtle Creek Waterpark in any literature, as agreed upon by both parties.

Maintenance Requirements

The District will be responsible for all exterior and structural systems maintenance for the concession stand.

Minimum Hours of Operation

The District will establish minimum hours of service based on business volume and customer service needs. The Vendor will be expected to keep these minimum hours, unless prior arrangements are made with an appointed designate.

Turtle Creek Waterpark Concessions

The stand may have extended hours if there are special events or close if there are voids in programming. Final schedule will be determined by March of each year. Weekly hours may vary based on the weather. Normal hours of operation are:

- Monday-Friday, 10:30 AM – 7:00 PM
- Saturday & Sunday, 11:00 AM – 7:00 PM
- Fourth of July, 12:00 – 5:00 PM

Facility Supervision

During operations the Vendor will be responsible for facility supervision and opening and securing the concessions area at the conclusion of the day. The District will issue keys for the concession area at Turtle Creek Waterpark to the vendor manager only. The Vendor manager shall be solely responsible for entrusting these keys to their key personnel for locking and securing the facility. Keys will be returned to the Park District at the conclusion of the season.

Menus and Signage

The District understands that menu selections and pricing are a core business component of the concessions business, and the chosen Vendor will have the right and responsibility to set menu selections and pricing that serve the needs of the District patrons. Current menus and pricing information is available upon request.

Vernon Hills Park District 2026 Concessions Services Proposal

The District must approve all signage and sign locations prior to installation. The District reserves the right to review and make reasonable changes to the menus and pricing. Vendor must clearly display its company name and logo to distinguish itself from the Park District.

Vendor must clearly display all food prices. Signage should be professionally done and in good taste. Handwritten notes for menu items or pricing are not acceptable. All costs associated with printing and installation of signs is the sole responsibility of the Vendor.

Professional and Legal Requirements

The Vendor will be expected to conduct their business with a high degree of professionalism and in character appropriate to serve facility clientele. The Vendor is required to function first and foremost for the members, facility patrons, residents and guests of the community. The District expects Vendor staff to be in uniform. Vendor's staff should appear clean, neat, orderly and otherwise appropriate for the services being provided.

Regular cleaning of the food service area and the patron eating areas is to be done by the Vendor. This would include, but is not limited to, daily cleaning after closing, and periodic cleaning during periods of high use. District staff will conduct periodic inspections to ensure that the food service space is meeting all State, County and City sanitation codes. Federal, state and local laws, rules, regulations and requirements are required to be met regarding sanitation, business licensing, safety, employment, and any other legal requirement necessary for the Vendor to provide concession services to the District as provided in the RFP. Vendors are responsible for obtaining and maintaining all necessary licenses and permits, at its sole cost and expense, during the terms of its services with the District.

Miscellaneous Vendor Requirements

Other requirements of the selected Vendor include the following:

- Vendor must maintain enough stocked food, beverages and accessories to serve the public need at all times.
- No coal or charcoal cooking equipment is permitted on the premises unless prior written approval of the District.
- No vending machines may be installed by the Vendor under this agreement.
- Vendor will be responsible for the proper disposal of all concession-related refuse into containers provided by the District. Boxes must be broken down and placed in the appropriate containers. The garbage area must be kept clean.

Vernon Hills Park District 2026 Concessions Services Proposal

- Consideration will be given to those Vendors using “green” products and recycling.
- Gross sales reports must be provided monthly to the District.
- Grease disposal is available on site. Vendor is responsible for disposing properly and will notify Park District when full.
- Audited annual Financial Statements must be provided annually to the District.

Outside Food Items

The Park District allows limited outside food and coolers into the facility with the following conditions:

- a. Homemade foods, small snacks, sack lunches, and nonalcoholic beverages (in plastic or aluminum cans) are allowed in the facility.
- b. Food and snack items must either be brought in or fit into small, soft-sided coolers no larger than 6” x 10” x 7”. Coolers are subject to search.
- c. Commercially prepared carry out food is prohibited.
- d. Large quantity food items or items which require preparation is prohibited.

Insurance

Selected Vendor must comply with the insurance requirement as described in Exhibit A on page 16.

Payment Terms

The awarded agreement will last for a period of one year with the possibility of renewing for two additional one year terms based on a flat fee annually; however, we will consider other payment options. Prospective Vendors are welcome to offer other terms for consideration. Payments will be made at specified times throughout the year, to be determined during contract negotiation.

Evaluation of Proposals

This license agreement will be awarded based on the following criteria as well as those listed in the Award section of this document:

- Compliance with the requirements of the Request for Proposals
- Experience, reliability, and financial stability of proposer’s organization, as well as qualifications of personnel proposed to service the Vernon Hills Park District
- Value-added services
- Similar services performed for other organizations of comparable size and structure as the Vernon Hills Park District
- Proposed license agreement cost

Vernon Hills Park District 2026 Concessions Services Proposal

- Overall completeness, clarity, and quality of the proposal and responsiveness to RFP
- Interviews and information provided by references

Financial Considerations

The District will be assessing each submission with respect to the flat fee proposed and how advantageous the allocation of potential revenues will be to the District, as well as financial soundness and stability of the Vendor.

Interview

Qualified Vendors and key staff and representatives from prior clients may, at the District's option, be asked to participate in an interview to fully discuss how their approach to this project satisfies the evaluation criteria set forth above.

Concessions Services Application

Company Name _____

Mailing Address _____

Phone _____ Email _____

Contact Person _____ Title _____

Answers must be provided with supporting information as necessary:

1. Please describe your organization (Corporation, LLC, sole proprietor, etc.):

2. How long has this business been in existence under your control and/or ownership?

3. Provide information on other locations your organization currently operates or has operated within the last three years. Please include the name of the specific contact of the company your organization worked with and a phone number for each location.

Name of Company	Contact Name	Phone Number
-----------------	--------------	--------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Identify the person in your organization that will be directly responsible for operating the specified concession services (name and title).

5. Does this person currently hold a sanitation license? Please note you will be required to meet all the necessary local and state statutes pertaining to sanitation of food service facilities, as well as business licensing. YES____ NO____

6. What training (food safety, customer service, first aid, etc.) does your front line staff receive?

Vernon Hills Park District 2026 Concessions Services Proposal

7. Does your staff go through a background check, YES____ NO____? Does your staff receive a drug test YES____ NO____?

8. Have you or any other part of your organization been involved in a legal dispute related to your business operations? YES____ NO____

If yes, please describe the outcome of any legal proceedings or indicate if proceedings are ongoing.

9. If selected, can you meet a deadline of May 30, 2026 for start of services?

YES____ NO____ If not, please propose an alternate date: _____

10. Please attach a complete menu of proposed beverages and food items along with a suggested sales price for each item and if sales tax will be included in price or added at time of purchase. **This menu will be used by the Park District as a component of the decision making process.** Changes in the menu for good cause will be allowed at the sole discretion of the Park District.

Price Sheet

The operational season runs from the Saturday after Memorial Day Weekend through the Monday of Labor Day Weekend each calendar year. The seasonal license term will run from May 1st through September 30th for each calendar year of the term of the license. Any requests to modify these dates must be approved by the Park District. **For a financial history of TCW, please refer to Exhibit D on page 42.**

Proposed Turtle Creek Waterpark Seasonal License Fee \$ _____

For sales made by Concessionaire at TCW that are in excess of \$100,000 during the License Term, Concessionaire shall pay to the Park District 5% of the net sales. For the purposes of this Agreement, net sales shall be calculated as gross sales minus sales tax. Payment will be due thirty (30) days after final day of operation.

The Park District will retain the option to renew for a second and third year at this same rate.

Proposer (Print)

Proposer (Signature)

Sample Menu with Prices Included

Dated: _____

Vernon Hills Park District 2026 Concessions Services Proposal

References

Please provide contact information of business references below:

1. Company/Agency Name: _____

Contact Information: _____

Dates & Description of Services provided:

2. Company/Agency Name: _____

Contact Information: _____

Dates & Description of Services provided:

Submitted by: _____

Title _____

Print Name: _____ Date: ____/____/____

Exhibit A: Insurance Requirements

Vendor shall obtain insurance of the types and in the amounts listed below.

A) **Commercial General and Umbrella Liability Insurance**

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$4,000,000 in aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of the Vendor's insurance and shall not contribute with it.

B) **Business Auto and Umbrella Liability Insurance**

If applicable, Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C) **Workers Compensation Insurance**

If applicable, Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Vendor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's use of the premises. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all activities of the Vendor, its employees, agents and subcontractors.

D) General Insurance Provisions

1) Evidence of Insurance

Prior to taking occupancy, Vendor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Vendor from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this license at District's option.

Vendor shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2) Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the

Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3) Cross-Liability Coverage

If Vendor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

Indemnification

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the District, its park commissioners, officers, employees, agents and volunteers from and against any and all liability, loss, damage, cost or expense, including court costs and reasonable attorney's fees, which any such indemnified person or entity may sustain, incur or be required to pay for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License or the Operation of the Food Concession and the activities contemplated by this Agreement, except that the Vendor shall have no liability for damages or the costs incident thereof caused solely by the negligent or intentional wrongful act of the District. Vendor shall similarly protect, indemnify and save harmless the District, its park commissioners, officers, employees, agents and volunteers from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of this Agreement. Nothing contained herein shall be construed as, nor shall operate as, a limitation or waiver by the District, its agents, of the immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

Exhibit B: Vernon Hills Park District Concessions Equipment List

Turtle Creek Waterpark

- 1 Crown Verity propane grill
- 1 hotdog roller/warmer
- 1 portable handwashing station
- 1 True small refrigerated prep table
- 3 stainless steel tables
- 1 stainless steel food warmer
- 1 Quick & Crispy machine
- 7 wire steel shelving units
- 3 cup dispensing units
- 1 Turbo Air glass front double refrigerator
- 1 True double door refrigerator
- 1 True small freezer on wheels
- 1 True double door freezer
- 1 Turbo Air double door freezer
- 2 True single door freezers
- 1 True single door refrigerator
- 2 propane fryers
- 1 16" pizza oven
- 1 popcorn machine
- 1 microwave oven

Exhibit C: Sample Concessions Operating Agreement

This Agreement is made and entered into at Vernon Hills, Illinois as of this Xth day of XXX, 2025 by and between the **VERNON HILLS PARK DISTRICT**, an Illinois park district and unit of local government ("Park District") and (Concessionaire"). Park District and Concessionaire are hereinafter sometimes referred to individually as a "Party" and together as the "Parties."

The following recitals of fact are a material part of this Agreement.

RECITALS

- A. Park District owns and operates an outdoor aquatic facility known as Turtle Creek Waterpark, located at 635 N. Aspen Drive in Vernon Hills, Illinois ("TCW" or "Property"), which is improved with, among other things, a concession building ("Concession Building ") and adjacent outdoor eating area (the interior of such Concession Stand and the adjacent outdoor eating area being hereinafter referred to as the "Licensed Space") and in conjunction with such operation desires to contract with a responsible independent contractor to provide a quality food and non-alcoholic beverage outdoor concession service ("Food Concession") for TCW patrons.
- B. Concessionaire has represented to Park District that Concessionaire is an experienced food service operator, engaged in the business of selling and serving high quality, safe foods and beverages under Bobo's Restaurant and capable of providing quality food concession services for TCW patrons, and Concessionaire desires to obtain a license from Park District for the use of the Licensed Space and the operation of the Food Concession at TCW.
- C. Park District deems it in the best interest of Park District to grant such license to Concessionaire upon and subject to certain terms and conditions.

In consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Incorporation of Recitals. The foregoing recitals are incorporated in and made a part of this Agreement.

2. Grant of License/Restrictions on TCW Use. Upon and subject to the terms and conditions of this Agreement, the Park District hereby grants to Concessionaire a limited license ("License") to use the Licensed Space to sell TCW patrons food, non-alcoholic beverages and related products as provided in this Agreement (collectively "Food Items") from the concession Stand. Concessionaire is also granted a right of ingress and egress over portions of the TCW designated by Park District for the purpose of operating the Food Concession. Concessionaire shall use only the Concession Stand and such related outdoor areas and facilities as designated by the Park District which are necessary and incidental to the operation of the Concession (the "Licensed Space"), and shall neither interrupt nor interfere with any other facilities or services at the TCW. Concessionaire shall schedule and accept deliveries by vendors only at hours which are not disruptive to Park District's activities at the TCW. Concessionaire's employees shall park only at such location in the TCW parking lot designated by Park District.

It is also agreed that the grant of rights hereunder shall be exclusive only with respect to the Licensed Space, it being understood that the Park District shall be entitled, in its discretion, to grant to any third party whatsoever, or to exercise itself, the right to sell or dispense food and beverages and other items elsewhere within the Park District.

3. Use of Park District Equipment. In its conduct of the Food Concession, Concessionaire shall be permitted to use certain furniture and equipment owned by the Park District and located in or at the Licensed Space as listed on **Exhibit A** attached to and incorporated by reference in this Agreement (collectively, "Licensed Equipment"). Concessionaire shall exercise good care in its use of the Licensed Equipment and shall be responsible for maintaining the Licensed Equipment in as good or better condition as existed immediately prior to Concessionaire's use thereof, ordinary wear and tear excepted. Concessionaire shall not remove or permit third parties to remove any of the Licensed Equipment from the Licensed Space. In the event that during the License Term any of the Licensed Equipment is damaged, destroyed, or fails to operate because of Concessionaire's wrongful act or neglect, or is removed from the Licensed Space, Concessionaire shall pay the entire cost for repair or replacement as determined necessary by Park District. In the event any of the Licensed Equipment fails to operate during the License Term through no fault of Concessionaire, Park District shall determine, in its sole discretion, whether the Licensed Equipment can and should be repaired and, if Park District determines that

the Licensed Equipment should be repaired, the costs for such repair shall be borne by Park District. In the event Park District determines that the Licensed Equipment cannot or should not be repaired, Park District may, but shall be under no obligation to, replace same. The cost of any such replacement may be shared on such basis as the Parties mutually agree. Under no circumstances shall the decision of Park District not to repair or replace any Licensed Equipment or the failure of Park District to repair or replace any Licensed Equipment constitute a breach by Park District of its obligations under this Agreement, or otherwise permit Concessionaire to terminate this Agreement, it being understood that the provision by Park District to Concessionaire of the use of the Licensed Equipment is not an obligation of Park District under this Agreement. Concessionaire shall provide all furniture and equipment not provided by Park District which is necessary for Concessionaire to properly carry out its obligations under this Agreement. Park District is not responsible for damages resulting from the interruption of services caused by utility outages including food spoilage.

4. Concessionaire's Provision of Equipment and Supplies. Concessionaire shall provide equipment and supplies, other than the Licensed Equipment, necessary or advisable for the safe, sanitary and proper operation of the Concession in accordance with the terms of this Agreement. Concessionaire will provide all point-of-sale software and hardware including electronic credit card transactions. Concessionaire will provide monthly sales reports to the Park District.
5. License Term. The term of the License shall commence no earlier than May 1st unless mutually agreed upon by both parties. It will expire no later than September 30th unless earlier terminated pursuant to Paragraph 20 of this Agreement. The period from May 1 through September 30 is referred to in this Agreement as the, or a, "Season." Upon mutual written agreement by both parties, this agreement may be extended for two additional, successive, one year terms. The Park District shall notify the Concessionaire of their intent to extend the agreement at least 30 days prior to the expiration of License term.
6. Food Items. Concessionaire understands that it is the desire of the Park District to offer to TCW patrons the widest quality menu possible consistent with considerations

of safe and sanitary TCW facility operation, space and equipment limitations, cost and consumer demand.

Concessionaire's menu shall initially include the Food Items listed in **Exhibit B** attached to and incorporated by reference in this Agreement. The menu may expand or contract depending upon the foregoing considerations. Prices of Food Items shall be as agreed upon by the Parties. No changes shall be made in Food Items or prices of Food Items without the prior consent of the Park District. Concessionaire shall use recyclable products when available. Concessionaire shall post its menu in a place clearly visible to the public, shall be professional in appearance, and shall not contain hand lettering. The menu sign shall be subject to the provisions of Paragraph 12, below.

Concessionaire also agrees to provide meals for the camp lunch program and birthday parties at the TCW under terms and pricing to be agreed to by the Parties.

7. Days/Hours of Operation. Concessionaire shall operate the Food Concession during all days and hours set forth in the schedule attached as **Exhibit C** which is incorporated by reference in this Agreement or as otherwise agreed by the Parties in writing. In the event of an inclement weather day or days, the Park District will contact Concessionaire no later than one (1) hour before the opening of the TCW. Should there be a delay by the Park District in opening, the Park District grants Concessionaire a one (1) hour window to prepare for such opening.
8. Standard of Service/Food Safety. The food service provided by Concessionaire shall at all times be sanitary, courteous, efficient and sufficient to meet the demands of TCW patrons and the food products shall be of the highest quality. Park District shall be the sole determiner of the adequacy of the service and the sufficiency and quality of the products. Concessionaire shall make food safety and TCW patron safety its highest priority. Concessionaire shall provide prompt cleanup services of the Licensed Space, including immediate attention to spills on floors and tables and prompt and proper disposal of leftovers, discarded foods and used/soiled napkins, plates and eating utensils.
9. Fees and Payment.

As compensation for the License, Concessionaire shall pay to Park District fees as follows:

Vernon Hills Park District 2026 Concessions Services Proposal

- a. During the License Term, Concessionaire shall pay to the Park District an annual license fee ("License Fee") as follows:

\$_____, payable 30 days after final day of operation

The license fee shall be automatically increased by three percent (3%) annually, cumulative and compounded.

- b. Concessionaire shall pay the Park District an additional License Fee based on annual sales as described below:

i) For sales made by Concessionaire at TCW that are in excess of \$100,000 during the License Term, Concessionaire shall pay to the Park District 5% of the net sales (for purposes of this Agreement, net sales shall be calculated as gross sales minus sales tax), thirty (30) days after seasonal closure of the facility.

10. Security Deposit. As security for the performance of Concessionaire's obligations under this License Agreement, contemporaneous with the execution and delivery of this License Agreement, Concessionaire's deposit (the "Security Deposit") in the sum of One Thousand Dollars (\$1,000) paid on May 1, 2026 will be retained by the Park District for the duration of the license term. The Park District shall not be required to keep this Security Deposit in a separate account and Concessionaire shall not be entitled to interest thereon.

If Concessionaire shall fully and faithfully comply with and discharge its responsibilities under all of the provisions of this Agreement, the Security Deposit or any balance thereof shall be returned to Concessionaire at the expiration of this License. If Concessionaire defaults under or breaches any provision of this Agreement, including without limitation those provisions relating to the payment of the License Fee, the Park District may use, apply or retain all or any part of the Security Deposit for the payment of any sum in default, or for the payment of any other amount which the Park District may spend or become obligated to spend by reason of Concessionaire's breach or default, or to compensate the Park District for any other loss, cost, damage or expense which the Park District may incur or suffer by reason of Concessionaire's breach or default. Said Security Deposit is not intended to be a substitute or waiver of, or limitation on any other remedy to which the Park District may otherwise be entitled because of Concessionaire's non-payment or other default under this Agreement.

Concessionaire understands and acknowledges that the Security Deposit does not constitute prepayment of all or any portion of the annual Concessionaire fee payment under this License Agreement and is deposited solely as security for Concessionaire's full and faithful performance under and compliance with the provisions of this Agreement, and Concessionaire may not and shall not apply all or any portion of the Security Deposit, or any balance thereof, towards payment of any one or more of the annual license fee provided for in Paragraph 9, above.

11. Duty of Care: Maintenance. Concessionaire (a) has examined the TCW, the Licensed Space and the Licensed Equipment prior to execution of this Agreement and is satisfied with their condition; (b) acknowledges that no representation as to the condition or repair thereof has been made by Park District other than as expressly contained in this Agreement; (c) acknowledges that no agreement or promise to alter, repair or improve the TCW, the Licensed Space, or Licensed Equipment other than as expressly contained in this Agreement, has been made by Park District; and (d) agrees to return to Park District, the Licensed Space and the Licensed Equipment, in a condition as good or better as when first used by Concessionaire, reasonable wear and tear excepted.

Concessionaire shall maintain the Licensed Space and all fixtures, equipment, machinery and other personal property located thereon and therein in a clean, neat, orderly, sanitary, pest-free and safe condition and in conformity with applicable federal, state, county and local laws, ordinances, rules and regulations. Park District shall maintain and repair all structural and mechanical components of the Licensed Space, and shall supply gas, water and electricity for the Licensed Space. This excludes propane gas for the grill.

Concessionaire shall provide all supplies and services required to properly clean and operate the Licensed Space and the equipment and furnishings except for garbage bags, which will be provided by Park District.

Concessionaire shall be responsible for the proper disposal of all trash and garbage in containers provided by the Park District for Concessionaire's use in the garbage storage areas of the Licensed Space. Concessionaire shall be responsible for the sanitation of such containers. Park District shall provide for hauling the trash and garbage from the Licensed Space.

Grease disposal is available on site. Vendor is responsible for disposing properly and will notify Park District when full.

Concessionaire shall permit inspection of the Licensed Space by authorized representatives of state, county or local departments of public health or any other agency exercising similar jurisdiction, and shall promptly and fully comply with any recommendations or requirements of same; and shall be solely responsible for any fines or citations issued in connection therewith.

12. Repairs and Alterations/Signage/Sponsorship Recognition. Concessionaire shall not perform any repairs (other than to its own personal property) or make any installations or alterations without notification to and prior written permission from Park District. Any equipment installation by Concessionaire shall be in accordance with applicable building codes and health ordinances and any conditions imposed by Park District. Any remodeling or repairs required as the result of the installation or removal of any equipment shall be completed only with Park District's prior written consent and at Concessionaire's sole cost and expense to the satisfaction of Park District. All improvements, fixtures and personal property located in, on or affixed to the Licensed Space prior to Concessionaire's first entrance therein, is and shall remain the property of Park District. Alterations, improvements and fixtures made or installed by Concessionaire shall become the property of Park District at the end of the License Term, unless Park District requires Concessionaire to remove same. Concessionaire shall be responsible for and shall pay to Park District promptly upon demand, the full cost of any restoration or repair to the Buildings, Licensed Space, or Licensed Equipment which results from the removal of such alterations, improvements and/or fixtures.

Subject to all applicable laws, ordinances, rules and regulations, and the prior written consent of the Park District, Concessionaire may display non-electric signage on the Licensed Space to market Concessionaire's products and services to prospective customers.

Park District shall designate Concessionaire as a sponsor of the Park District on the District's website during the Term of this Agreement.

13. Access; Inspection. Park District shall retain keys to the Licensed Space and shall provide Concessionaire with duplicate keys thereto. Concessionaire shall not change the locks or duplicate a key. At times when the TCW is not staffed by Park District personnel, Concessionaire is responsible for facility supervision and securing the Licensed Space at the conclusion of Concessionaire's events. Park District reserves the right to enter upon the Licensed Space at any reasonable time to ensure compliance by Concessionaire with the covenants of this Agreement, and to do any and all work of any nature which it deems necessary for the preservation,

maintenance and operation of the Licensed Space or other portions of the TCW affected by Concessionaire's operations. Concessionaire shall be liable for all expenses incurred by Park District, including hourly labor charges, for work done to preserve and maintain the Licensed Space or other affected portions of the TCW when such work is required by virtue of Concessionaire's negligence or non-compliance with its obligations under this Agreement.

Park District also reserves the right to evaluate the services of Concessionaire and its performance under this Agreement, generally, and in the event such services or performance are not in conformity with the requirements of this Agreement as determined by Park District, to terminate the License in accordance with Paragraph 20, below. The foregoing rights of Park District are not intended to create and shall not be construed as creating or imposing any affirmative obligation on the part of Park District to inspect, maintain or repair the Licensed Space or any other portions of the TCW, nor any liability on the part of Park District for its failure to make any such inspections or repairs or to perform any maintenance function required otherwise to be performed by Concessionaire under this Agreement.

Park District also reserves the right to request and receive from Concessionaire any documents or records of Concessionaire that Park District determines are needed to verify Concessionaire's compliance with this Agreement. Failure of Concessionaire to timely produce said documents or records upon request shall be considered a breach of this Agreement.

14. Independent Contractor Relationship.

- a. It is understood, acknowledged and agreed by the Parties that the relationship of Concessionaire to Park District arising out of this Agreement shall be that of an independent contractor. Concessionaire has sole and exclusive rights and responsibilities with respect to and control over (i) the means and methods by which it conducts the Food Concession; (ii) its employees, including without limitation their terms of employment, working conditions, compensation and discipline; (iii) the terms under which it contracts with third parties. Neither Concessionaire nor any employee or agent of Concessionaire is an employee or agent of Park District and therefore is not entitled to any benefits provided by Park District to its employees. Concessionaire has no authority to employ/retain any person as an employee or agent for or on behalf of Park District for any purpose. Neither Concessionaire nor any person

engaging in any work or services related to the License at the request, or with the actual or implied consent, of Concessionaire may represent himself to others as an employee of Park District. Should any person indicate to Concessionaire or any employee or agent of Concessionaire, by written or oral communication, course of dealing, or otherwise, that such person believes Concessionaire or any employee or agent of Concessionaire to be either an employee or agent of Park District, Concessionaire shall immediately notify Park District in writing of such contact and shall use its best efforts to correct such belief. In accepting delivery or paying for any goods or services for the Food Concession, Concessionaire shall do so in Concessionaire's own business name and not in the name of Park District. Concessionaire shall not include the words "Vernon Hills Park District" or variations thereof on any checks, drafts, notes, invoices or in the letterhead of any stationery of Concessionaire. However, for the sole purpose of delivery of supplies, Concessionaire shall be allowed to use the name "Turtle Creek Waterpark" as a reference to location only.

- b. Prior to commencing Concession operations or prior to the first utilization of a vendor, Concessionaire shall provide Park District with a complete list of the names and addresses of vendors from whom Concessionaire will be purchasing goods and/or services in connection with the Food Concession. Concessionaire understands and acknowledges that the purpose of such list is to enable Park District, if it chooses, to notify the vendors of the independent relationship of Concessionaire and to advise them that Concessionaire and not Park District is solely responsible for the payment of goods or services purchased from such vendors.
15. No Liability of Park District. Park District is not responsible or liable for any injury, damages loss or costs sustained or incurred by any person including without limitation Concessionaire's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the License or operation of the Food Concession. Park District is not liable for acts or omissions of Concessionaire or any of the Concessionaire's employees, contractors, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Concessionaire.

16. Indemnification of Park District. To the fullest extent permitted by law, Concessionaire shall indemnify and hold harmless Park District, its park commissioners, officers, employees, agents and volunteers against and from any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees, which any such indemnified person or entity may sustain, incur or be required to pay for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License or the operation of the Food Concession and the activities contemplated by this Agreement, except that Concessionaire shall have no liability for damages or the costs incident thereto caused solely by the negligent or intentional wrongful act of Park District. Concessionaire shall similarly protect, indemnify and save harmless the Park District, its park commissioners, officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Concessionaire's breach of any of its obligations under, or Concessionaire's default of, any provision of this Agreement. Nothing contained in this Agreement is intended to be, or shall operate as, a waiver by Park District of the immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.
17. Insurance. In furtherance and not in limitation of its foregoing indemnification obligation, Concessionaire shall obtain and maintain at all times during the License Term insurance coverage written for not less than the limits of liability, and under all the other terms and conditions, set forth in **Exhibit D** attached to and incorporated by reference in this Agreement, and shall name Park District as an additional insured with respect to all such coverage.
18. Compliance with Laws. Concessionaire shall comply fully and cause its employees to comply fully with all federal, state, county and local laws, rules and regulations applicable to its operation of the Food Concession and performance of its obligations under this Agreement, and shall obtain at its own cost and expense all permits and licenses which may be required in order for Concessionaire to conduct its business operations with respect to the Food Concession, including without limitation the following:
- a. Concessionaire shall comply fully and cause its employees to comply fully with all laws, ordinances, rules and regulations pertaining to food

preparation, service and sanitation. Concessionaire shall not sell, or otherwise make available, any Food Item without first obtaining all required licenses and permits. All licenses and permits shall be obtained in the name of Concessionaire and not the Park District. Concessionaire also shall pay any and all applicable sales or excise taxes attributable to the operation of the Food Concession.

- b. Concessionaire shall comply and to cause its employees to comply fully with the Title VII of the federal Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Illinois Human Rights Act and the Americans with Disabilities Act and with all applicable rules and regulations promulgated thereunder, and Concessionaire represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of Concessionaire's services, nor denied employment opportunities by Concessionaire, on the basis of race, creed, color, religion, sex, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, marital status, unfavorable discharge from military service, association with a person with a disability, or any other basis prohibited by applicable law.

Concessionaire certifies that it currently has in place, and shall maintain in place during the License Term, a written sexual harassment policy as required under the Illinois Human Rights Act.

- c. Concessionaire certifies that no official, employee or agent of Park District has been employed or retained to solicit or aid in the procuring of this Agreement, or will be employed or otherwise benefit from this Agreement.
- d. Concessionaire certifies that neither it nor any of its officers or directors has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or made an admission to guilt of such conduct which is a matter of record but has not been prosecuted for such conduct, in violation of the Illinois Purchasing Act.
- e. Concessionaire certifies that neither it nor any of its officers or directors has been convicted of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code, pertaining to bid rigging or bid rotating.
- f. Concessionaire certifies that all of the information and representations contained in its entirety are true and correct. Concessionaire shall notify Park District immediately if at any time during the License Term circumstances

change such that any such information or representation becomes untrue or misleading in any respect.

- g. Concessionaire shall not employ in the operation of the Concession, any individual who is not properly trained, lacks any required licenses or certifications, or is otherwise unfit for the provision of food services to the general public. Concessionaire shall conduct criminal background checks of all employees of Concessionaire to be assigned to work on TCW premises prior to their use by Concessionaire in connection with the operation of the Concession. Said background checks shall be obtained at Concessionaire's expense.
19. No Lease. The Licensed Space is not leased to Concessionaire; it is a licensee and not a lessee thereof and its continued use of the Licensed Space is specifically subject to the terms of this Agreement.
20. Termination.
- a. This Agreement and the License granted hereunder may be terminated prior to its expiration under any of the following circumstances;
- i. In the event Concessionaire shall breach or be in default, under any of the provisions of this Agreement (with the exception of Paragraph 17 or subparagraphs 18a, 18c, 18d or 18e), District may terminate this Agreement and License if Concessionaire shall not have cured (or commenced to cure in the event such breach of default is of a nature that it cannot be cured within five days) such default within five (5) days after District shall have notified Concessionaire thereof in writing; provided, however, that if Concessionaire shall have breached or been in default under the same or any other provision of this Agreement on a previous occasion, District may terminate the Agreement and License immediately without affording Concessionaire an opportunity to cure the breach or default, upon written notice to Concessionaire. Park District shall have the right to suspend Concessionaire's License during a cure period.
- ii. In the event Concessionaire shall breach or be in default under Paragraph 17 or subparagraphs 18a, 18c, 18d or 18e of this Agreement,

District may terminate the License immediately upon written notice to Concessionaire or in the case of Paragraph 17 may suspend the License until such insurance coverages are obtained, without affording Concessionaire an opportunity to cure the breach or default.

- iii. In the event Concessionaire shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of his property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Concessionaire and the same shall not have been dismissed within ten (10) days of such filing, the Agreement and License shall automatically terminate.
- iv. In the event District discontinues the operation of the TCW for any reason whatsoever, the License shall automatically terminate. In the event District suspends the operation of the TCW for any reason the License shall automatically be suspended for the same period.
- v. In the event the Licensed Space is rendered unusable by reason of fire or other casualty, the Park District may terminate this Agreement or elect to repair. If Park District elects to repair, this Agreement shall remain in effect, provided that if the Park District does not complete such repairs within thirty (30) days from the date of the occurrence of the casualty, Concessionaire shall have the option to terminate this Agreement.
- vi. In the event Park District shall fail to perform any of its material obligations under this Agreement, Concessionaire may terminate this Agreement and License if Park District shall not have cured (or commenced to cure in the event such failure is of such a nature that it cannot be cured within five days) such failure within five (5) days after Concessionaire shall have notified Park District thereof in writing.
- vii. This Agreement may be terminated for any reason by the Park District upon sixty (60) days prior written notice to Concessionaire.

In the event of termination under this Paragraph 20, all rights of Concessionaire and obligations of District shall cease. District's right to collect sums due from Concessionaire under this Agreement and remedies for breach of this Agreement and Concessionaire's obligations to make such payments and compensate District for such breach shall continue after termination of this Agreement and License.

Upon termination of this License and Agreement for any reason including but not limited to the end of the term as defined in Paragraph 5 of this Agreement, Concessionaire shall restore the Licensed Space to a clean, neat and orderly condition, with all equipment and materials not belonging to the Park District removed and all restoration required by Paragraph 11 of this License and Agreement completed and all garbage removed. The Licensed Space shall be fully restored upon termination to a condition as good or better as when first occupied by Concessionaire, reasonable wear and tear excepted.

21. Notices. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District: Vernon Hills Park District
 635 N. Aspen Drive
 Vernon Hills, IL 60061
 Attention: Executive Director

If to Concessionaire:

22. No Waiver. The waiver by Park District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by Park District shall not be deemed to constitute a waiver of any prior occurring breach or default by Concessionaire of any provision of this Agreement regardless of the knowledge of Park District of such breach or default at the time of its acceptance of such payment.
23. Entire Agreement; Modifications. This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or

otherwise, shall vary the terms hereof. Any modifications of this Agreement and the License granted herein must be in writing signed by all Parties and dated on or subsequent to the date hereof.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
25. License Non-Transferable. Concessionaire shall have no authority or power to sell, transfer or assign this Agreement or the License, or any interest therein, nor any power or authority to permit any other person or entity to have any interest in or use any part of the Licensed Space for any purposes whatsoever without the written consent of Park District, it being the intention of this Agreement to grant the License solely to Concessionaire and neither directly or indirectly to any other person or entity. For purposes of this paragraph, the term "assign" shall be deemed to include but not be limited to a change in the owners of at least 50% of the ownership interests in Concessionaire.
26. Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.
27. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

Vernon Hills Park District 2026 Concessions Services Proposal

This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted this Xth day of XXX, 2026.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

VERNON HILLS PARK DISTRICT

CONCESSIONAIRE

By: _____

By: _____

Title: _____

Title: _____

Matthew LaPorte, Executive Director

EXHIBIT A

LICENSED EQUIPMENT
(Park District owned)

Turtle Creek Waterpark

- 1 Crown Verity propane grill
- 1 hotdog roller/warmer
- 1 portable handwashing station
- 1 True small refrigerated prep table
- 3 stainless steel tables
- 1 stainless steel food warmer
- 1 Quick & Crispy machine
- 7 wire steel shelving units
- 3 cup dispensing units
- 1 Turbo Air glass front double refrigerator
- 1 True double door refrigerator
- 1 True small freezer on wheels
- 1 True double door freezer
- 1 Turbo Air double door freezer
- 2 True single door freezers
- 1 True single door refrigerator
- 2 propane fryers
- 1 16" pizza oven
- 1 popcorn machine
- 1 microwave oven

EXHIBIT B

FOOD ITEMS

(Subject to change/availability)

SAMPLE LIST ONLY

- Bottled water
- Soft drinks/sport drinks
- Hot dogs
- Corn dogs
- Chicken fingers
- Hamburgers/cheeseburgers
- Grilled chicken
- Pizza
- French fries/cheese fries
- Potato chips
- Pretzels
- Nachos
- Assorted candies
- Cotton candy
- Ice cream novelties
- Soft serve ice cream
- Funnel cakes

EXHIBIT C

DAYS AND HOURS OF OPERATION
(tentative dates for 2026 season)

May 30th – August 9th

Monday-Friday: 10:30am – 7:00pm

Weekends/4th of July: 11:00am - 7:00pm

August 15th – September 7th

Weekends Only + Labor Day: Noon – 5:00pm

EXHIBIT D

INSURANCE REQUIREMENTS

Concessionaire shall obtain and maintain at its cost for the term of this Agreement, insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Concessionaire shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$4,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurances shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, products, materials or services supplied by Licensee, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Concessionaire waives all rights against District and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

B. Business Auto and Umbrella Liability Insurance

If applicable, Concessionaire shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance (if applicable)

If applicable, Concessionaire shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to taking occupancy, Concessionaire shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Concessionaire from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this lease at District's option.

Concessionaire shall provide certified copies of all insurance policies required above within ten days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A. M. Best, the rating should be no less than A VII using the most recent edition of the A. M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to District. At the option of the District, the Concessionaire may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

Vernon Hills Park District 2026 Concessions Services Proposal

Turtle Creek Waterpark

Financial History 2023-2025

The information below is intended to provide prospective Concessionaires recent financial information regarding Turtle Creek Waterpark. Please use this as needed to determine your fee proposal.

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Daily Sales	\$68,699	\$76,758	\$88,278
Camp Meals	\$11,262	\$9,306	\$11,619
Birthday Party Meals	<u>\$1,955</u>	<u>\$2,652</u>	<u>\$3,629</u>
TOTAL SALES	\$81,916	\$88,716	\$103,526
Total Sales Less Sales Tax	\$75,158	\$81,397	\$94,985
Payment to District	\$8,267	\$8,954	\$11,398