

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Joliet (hereinafter referred to as "the City") and the Joliet Slammers (hereinafter referred to as "the Team").

Whereas, the installation of netting is necessary for public safety.

Whereas, the installation of netting will enable the Team to obtain necessary insurance.

Whereas, the installation of netting will benefit the Joliet community.

1. Identification of the Parties

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Joliet (hereinafter referred to as "the City") and the Slammers (hereinafter referred to as "the Team").

2. Roles and Contributions

The City and the Team agree to collaborate on the installation of netting between the playing field and the stands at Slammer's Stadium. The City will contribute an additional \$90,000 for this installation, while the Team will arrange for the installation of the netting.

3. Purpose

The purpose of this MOU is to outline the terms and conditions under which the City and the Team will collaborate to install netting at Slammer's Stadium. This collaboration aims to enhance public safety, enable the Team to obtain necessary insurance, and benefit the Joliet community.

4. Responsibilities

- City of Joliet: The City will provide \$90,000 for the installation of the netting and will reimburse the Team within 30 days of the installation.
- Slammers: The Team will arrange for the installation of the netting and ensure that the installation meets all necessary standards and requirements.

5. Amendments and Termination

This MOU may be amended or terminated by mutual agreement of both parties. Any amendments must be made in writing and signed by both parties.

6. Indemnification and Hold Harmless Provision

The Team agrees to indemnify and hold the City harmless from any claims, damages, or liabilities arising from the installation and maintenance of the netting, as well as from any incidents that might occur from any object that leaves the field and might strike anyone in the stands. This includes, but is not limited to, any claim of negligence in the design, installation, and maintenance of the netting. The Team is to obtain insurance as provided for in Resolution 7791 and name the City as an additional insured.

7. No Future Obligations

This MOU and the associated purchase do not obligate the City to expend future funds beyond what is already agreed to in Resolution 7791.

8. Notices

All notices and communications related to this MOU shall be directed to the following:

City of Joliet
Blaine Kline
Facilities Management Director
150 W. Jefferson St.
Joliet, IL 60432

Slammers
Night Train Veeck
EVP Sales and Marketing
Joliet Slammers Baseball
1 Mayor Art Schultz Drive
Joliet, IL 60432

Signatures

By signing below, the parties agree to the terms and conditions outlined in this Memorandum of Understanding.

City of Joliet

Joliet Slammers

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____