

RESOLUTION 21-001

USE AGREEMENT FOR CITY-OWNED FACILITIES

THIS AGREEMENT is made and entered into this 19TH day of January 2021, by and between the City of Springfield, Illinois, an Illinois municipal corporation ("City"), and Village of Sherman Police Department ("User"). In consideration of the mutual covenants and agreements contained herein, the City and User agree as follows:

Section 1. Permitted Use

User is permitted to use the City's Springfield Police Department Training Academy, 3501 Color Plant Road, Springfield, Illinois ("Academy"), for the purpose of conducting Department Shoots ("Events") as scheduled.

Section 2. Release, Indemnity and Defense

To the maximum extent allowed by law, User shall indemnify, hold harmless and defend the City, its officers, employees, and agents, from any claims, demands, damages, actions or causes of action of any kind, which may occur as a result of any injuries sustained or damages caused as a result of User's use of Academy, whether or not caused by the negligent or willful and wanton conduct of the User, its employees or agents, the negligent or willful and wanton conduct of any of User's participants, or any other cause.

Section 3. Insurance

User agrees to provide to the City proof of insurance in the form of a Certificate of Insurance, or other documentation approved by the City, with minimum amounts of liability per occurrence in amounts as authorized by Illinois law.

Section 4. Restrictions

- a. While at the Academy, User, its employees, agents and participants shall obey all rules of the City pertaining to health and safety, restricted areas, and parking.
- b. When firearms courses and range activities are being conducted as part of the Event, User shall provide a certified firearms instructor to conduct these portions of the program. User shall submit proof of state certification of the instructor by the Illinois Law Enforcement Training and Standards Board to the City in advance of the Event.
- c. User shall require all its employees, agents and participants to sign a waiver and release of claims against the City. Any of User's employees, agents or participants who refuses to sign said waiver and release shall be prohibited from remaining at the Academy.

Section 5. Firearms

- a. All firearms and firearm ammunition brought to the Academy by the User, its employees, agents and participants, shall be lawfully possessed, not illegally or dangerously altered, and suitable for the intended use.
- b. User agrees that City personnel may inspect or examine any firearms, firearms ammunition, or related equipment, containers or materials of the User, its employees, agents or participants at any time at the Academy. Such inspections and examinations are performed at the sole and unfettered discretion of the City and do not create any duty, standard of care, claim, reliance, guarantee or other promise upon which the User, its employees, agents or participants may base any claim or cause of action.

NEITHER THE CITY NOR ITS OFFICERS, EMPLOYEES OR AGENTS,

ASSUME ANY LIABILITY WHATSOEVER REGARDING THE FUNCTION, OPERATION, CONDITION, SAFETY OR LAWFUL POSSESSION OF ANY FIREARM OR FIREARMS AMMUNITION OR INSPECTION SO PERFORMED. City personnel may, at their sole discretion, prohibit the use of any firearm or firearms ammunition at the Academy.

Section 6. Termination

The City may in its sole discretion cancel or terminate the Event at any time without any recourse or liability, for any of the following reasons:

- a. User has not submitted appropriate proof of insurance or required documentation regarding firearms certification;
- b. The User, its employees, agents or participants fail to abide by any rules of the City pertaining to the use of the Academy; or
- c. Due to unforeseen circumstances, the Academy facility is needed for the City's use.

Section 7. Entire Agreement

This document constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

FOR USER
VILLAGE OF SHERMAN,
An Illinois Municipal Corporation

By: 

Title: PRESIDENT MAYOR

Date: 19 JAN 21

CITY OF SPRINGFIELD,
An Illinois Municipal Corporation

By: _____

Title: _____

Date: _____