

PROFESSIONAL SERVICES AGREEMENT

This agreement for Insurance Brokerage Services is (the “Agreement”) is entered into between the ILLINOIS SPORTS FACILITIES AUTHORITY, a municipal corporation located at 333 West 35th Street Chicago, Illinois 60616 (the “Authority”) and _____ located at _____ (the “Consultant”). It takes effect as of _____ (“Effective Date”).

For and in consideration of the mutual promises and covenants hereinafter set forth, the Authority and Consultant hereby agree as follows:

ARTICLE 1 **CONSULTANT’S SERVICES**

1.1 Consultant shall provide Insurance Brokerage Services as more fully outlined in Exhibit A attached hereto (the “Services”) in accordance with the terms and provisions set forth herein. Consultant shall furnish all professional services, labor, materials, tools, equipment and supervision necessary or appropriate to fully perform the Services and all other duties and responsibilities of Consultant pursuant to this Agreement.

1.2 This Agreement begins on the Effective Date and unless sooner terminated in accordance with terms of this Agreement and ends _____ five (5) years following the Effective Date. The Authority shall have the right to extend the Agreement for two (2) additional one-year (1-year) periods, beginning [insert date] and ending [insert date], upon written notice to the Consultant thirty (30) days prior to the expiration of the Agreement. The Authority has the right to extend any expiration date for a period of not more than thirty (30) days.

1.3 Consultant shall promptly designate, and thereafter update such designation as needed, the person on the Consultant’s staff who will serve as the day to day liaison for the Services. Consultant shall assign and maintain a staff of dedicated and competent personnel that is fully equipped and qualified to perform the Services required under this Agreement. The Authority shall have the right to review and approve such personnel selections, and may reject any such personnel at any time whenever the Authority, in its sole and unlimited discretion, determines that such personnel is not qualified or that such personnel is otherwise unfit for such work.

1.4 In the performance of the Services, Consultant shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, permits, licenses, approvals, orders, declarations and decrees in effect from time to time (collectively, “Laws”).

1.5 Attached hereto as Exhibit B is a Pricing Schedule (the “Pricing Schedule”) for the Services to be provided by the Consultant. The Pricing Schedule for each of the Services as outlined shall include all of Consultant’s expenses relating to the Project, including, but not limited to, the salary of the Consultant attributable to work on the

Service and the cost of the Consultant's mandatory and customary contributions and benefits relating to the Services such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits, if applicable.

ARTICLE 2 **COMPENSATION**

2.1 Consultant shall receive compensation for Consultant's Services in the amount and pursuant to the Pricing Schedule (the "Consultant's Fee") plus reimbursement for the actual direct out-of-pocket expenses which are necessarily incurred by Consultant in the proper performance of the Services under this Agreement (but only up to the specified amount identified as reimbursable expenses on Exhibit C). Consultant shall not bill Authority any mark-up on reimbursable expenses, including the cost of any materials. Consultant shall invoice the Authority for performance of Services no later than the fifth of each month for Services performed in the immediately preceding month.

ARTICLE 3 **INVOICES AND PAYMENT**

3.1 Each invoice for payment submitted by Consultant shall include (i) a statement of all Services performed and reimbursable expenses incurred (to the extent identified on Exhibit C) during the period since the last invoice; and (ii) Consultant's certification that the Services for which payment is sought have been completed in accordance with this Agreement.

3.2 The Authority shall pay all amounts properly owing to Consultant as set forth in each invoice within thirty (30) days following receipt of such invoice. However, if the Authority objects to all or any portion of any invoice, the Authority shall so notify Consultant within fifteen (15) days from receipt of such invoice, giving Consultant reasons for the objection, and the Authority shall not pay that portion of the invoice which is in dispute, give reasons for the objection, and shall pay any portion of the invoice not in dispute within the preceding thirty (30) day period. Unless otherwise directed in writing, all invoices shall be submitted to the Authority for payment to the address set forth in Section 11.6 hereof.

3.3 Notwithstanding anything to the contrary herein contained, no compensation shall be paid to or claimed by Consultant for services required to correct deficiencies attributable to errors or omissions of Consultant, and all such errors or omissions shall be corrected by Consultant at Consultant's sole cost and expense.

3.4 Consultant's records relating to the Services shall be kept in accordance with generally accepted principles of accounting consistently applied and shall be retained by Consultant for a period of not less than five (5) years following the completion of the Services. Such records shall be available to the Authority or any authorized representative of the Authority, upon reasonable prior notice, for audit and review during normal business hours.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES AND COVENANTS

4.1 Consultant hereby represents and warrants to the Authority, with the intention that the Authority rely thereon in entering into this Agreement, that: (a) Consultant has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard (as defined below); (b) Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; and (c) Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance.

4.2 Consultant hereby covenants and agrees that: (a) Consultant shall perform all Services described in this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing and who are performing work for projects which are of similar scope, nature and complexity as the Project (the “Professional Standard”); and (b) Consultant shall perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure completion by the scheduled completion date.

4.3 Consultant warrants that no member of the Authority’s Board nor any officer, employee or agent of the Authority has or will acquire any interest, direct or indirect, in this Agreement or the Services to which this Agreement pertains. Consultant promises that no person having any such interest will be employed in performing any such interest will be employed in performing services under this Agreement. Consultant further warrants that Consultant has no contract with third parties that would conflict in any manner with the Consultant’s performance of the Services.

ARTICLE 5
INDEPENDENT CONSULTANT STATUS AND CONSULTANTS

5.1 Consultant is engaged by the Authority only for the purpose and to the extent set forth in this Agreement, and Consultant’s status during the period of this engagement shall be that of an independent contractor and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint ventures between the Authority and Consultant, or between the respective officers, directors, partners, managers, employees or agents of the Authority and Consultant. Consultant shall not be an employee or agent of the Authority, nor claim to be acting as such, and shall have no authority whatsoever to bind the Authority, waive any contractual requirements or make any statements or representations on behalf of the Authority.

5.2 Consultant shall be solely responsible for its own compensation, benefits, contributions and taxes, if any, and shall at its own expense comply with all applicable workmen’s compensation, unemployment insurance, employer’s liability, tax

withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders.

5.3 Consultant shall Advise the Authority prior to entering into any subcontracting agreement, and the Authority reserves the right to reject any proposed subcontract prior to its execution when, in the Authority's discretion, the Authority deems it is in its best interest to do so.

ARTICLE 6

INDEMNIFICATION

6.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Authority, City of Chicago, State of Illinois, Guaranteed Rate Inc., Chicago White Sox, Ltd., Chisox Corp., Chicago White Sox Charities, Inc., At Your Service, LLC, At Your Service Management Corp., Illinois Sportservice Inc., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry M Reinsdorf and related family trusts, Levy Premium Foodservice Limited Partnership, GRG-U.S. Cellular Field Management Company LLC, Standard Parking Corporation, Silver Chalice Ventures, LLC, Baseball Buffet, Inc., CWS Pershing LLC, Sox Media LLC, Sox TV LLC, and their respective directors, owners, partners, members, employees and agents, and any subsidiaries or affiliates, or subsidiaries of affiliates thereof, or any under their control or supervision of any of the foregoing, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by Consultant of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Consultant and anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, and/or (iii) any breach, default, violation or nonperformance by Consultant of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation shall not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

ARTICLE 7

INSURANCE

7.1 Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, and shall maintain such coverages in full force and effect as specified in this Section. Consultant shall include the Authority as a certificate holder and the following parties as additional insureds (except with respect to Worker's Compensation and Professional Liability insurance policies) utilizing forms CG 2010 and CG 2037 10/01 or equivalent: Illinois Sports Facilities Authority; City of Chicago; State of Illinois; Guaranteed Rate Inc., Chicago White Sox, Ltd., Chisox Corp., Chicago White Sox

Charities, Inc., At Your Service, LLC, At Your Service Management Corp., Illinois Sportservice Inc., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry M Reinsdorf and related family trusts, Levy Premium Foodservice Limited Partnership, GRG-U.S. Cellular Field Management Company LLC, Standard Parking Corporation, Silver Chalice Ventures, LLC, Baseball Buffet, Inc., CWS Pershing LLC, Sox Media LLC, Sox TV LLC, and their respective directors, owners, partners, members, employees and agents; any subsidiaries or affiliates, or subsidiaries of affiliates thereof or any under their control or supervision of any of the foregoing; any parties performing any activity under the control or supervision of any of the foregoing; and any other parties that the Authority may identify. The insurance coverage afforded under the policies described herein shall be primary and non-contributing with respect to any insurance carried independently by the additional named insureds. All such insurance policies shall indicate that as respects the insureds (whether named or otherwise), cross liability and severability of interests shall exist for all coverages provided thereunder. The insurance specified below shall be in form and substance (and placed with insurance companies) reasonably acceptable to the Authority, shall be written on an occurrence basis (except for the Professional Liability Insurance, which shall be written on a claims made basis), and shall include endorsements requiring the giving of notice to the Authority at least sixty (60) days prior to the cancellation, non-renewal or material modification of any such policies. Such insurance companies shall have at a minimum an A- rating or better with a minimum Class VIII financial size as rated by A.M. Best. Consultant shall promptly furnish the Authority with certificates of insurance evidencing the insurance required hereunder, and shall not commence any Services under this Agreement until such insurance is obtained.

(i) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy using form CG0001 12/07 or equivalent and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability; Broad Form Property Damage Liability; Broad Form Contractual Liability and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage and include a per project aggregate.

(ii) Business Automobile Liability Insurance. A Business Automobile Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the Authority and including, without limitation, a waiver of subrogation endorsement in favor of the Authority and all additional insureds. The Business Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage.

(iii) Worker's Compensation Insurance. A Worker's Compensation Insurance Policy in an amount not less than the statutory limits, including Employer's Liability

Insurance with limits of liability of not less than (i) \$1,000,000 for bodily injury by accident, each accident, (ii) \$1,000,000 for bodily injury by disease, each employee, and (iii) \$1,000,000 aggregate liability for disease. The Workers' Compensation & Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement in favor of the additional insureds.

(iv) Professional Liability Insurance. A Professional Liability Insurance Policy specifically covering Consultant's Services under this Agreement with an endorsement for Contractual Liability, providing minimum professional liability coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Such insurance shall include contractual liability coverage and shall be retroactive to the earlier of the date of this Agreement or the commencement of the Services. The Professional Liability Insurance Policy must be maintained for a period of not less than three (3) years following the date of final payment to Consultant for all Services.

(v) Umbrella Liability Insurance. A follow form Umbrella Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in Subparagraphs 7.1(i), 7.1(iii) and the Employer's Liability in 7.1(ii), in form and substance reasonably acceptable to the Authority and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Umbrella Liability Insurance Policy must be written with a combined single limit not less than \$5,000,000 for each occurrence of bodily injury and/or property damage, and an annual aggregate of liability of not less than \$5,000,000 for bodily injury and/or property damage.

Except as otherwise expressly provided herein, all insurance policies required by the terms of this Section shall be kept in full force and effect until the date of final payment to Consultant for the Services.

ARTICLE 8

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

8.1 The documents, analyses, opinions, recommendations, certifications, reports, and other documents of any nature prepared pursuant to this Agreement (collectively, the "Work Product") shall be deemed the property of the Authority and are to be treated as confidential. Consultant hereby grants a license to the Authority to use all such Work Product in the course of its business operations. All copies of them shall be returned or suitably accounted for to the Authority upon completion of all the Services. The Work Product shall not to be used by Consultant on other projects or for any other purpose without the specific written consent of the Authority.

8.2 "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Consultant in the course of its performance of Services hereunder, and which is not generally available to the public. Confidential Information includes the Work Product, plans, drawings, specifications, forecasts, projections, reports, analyses and similar items. The Consultant (i) will use Confidential Information only in connection with

Consultant's performance of the Services, and (ii) will not disclose Confidential Information except to the Consultant's employees and sub-consultants to the extent such parties need to know such Confidential Information in connection with the performance of the Services. The Consultant will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Consultant. In the event any Confidential Information must be disclosed as required under applicable Law or court order, the Consultant must give the Authority reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Authority to limit the nature or scope of the disclosure.

ARTICLE 9

STOP WORK ORDER

9.1 The Authority may at any time, by delivering written notice to Consultant (a "Stop Work Order"), require Consultant to stop all or any part of the performance of Services required by this Agreement for a period of up to ninety (90) days after Consultant receives such Stop Work Order. Upon receipt of the Stop Work Order, Consultant shall comply with its terms and take all reasonable steps to minimize costs for Services covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after Consultant's receipt of a Stop Work Order, or within any extension of that period to which Consultant and the Authority have agreed in writing, the Authority shall either cancel the Stop Work Order, or terminate this Agreement pursuant to the terms hereof. Provided this Agreement has not theretofore been terminated, Consultant shall resume work upon cancellation or expiration of any Stop Work Order.

ARTICLE 10

TERM AND TERMINATION OF AGREEMENT

10.1 The Authority shall have the right to terminate this Agreement at any time for any reason, including the convenience of the Authority by providing Consultant with written notice specifying date of termination. In the event of any such termination, the Authority shall compensate Consultant for any portion of the Consultant's Fee earned but not yet paid at the time of termination; provided, however, that Consultant shall have no right to any amounts attributable to defective Services or Services not otherwise performed in accordance with the requirements of this Agreement. Such compensation shall be Consultant's sole and exclusive remedy for termination pursuant to this Section.

10.2 The Agreement may be terminated by the Authority in the event of default. The following constitute events of default by the Consultant;

(i) refusal or failure to provide sufficient properly skilled workers, adequate supervision, or adequate materials and equipment of the proper quality;

(ii) failing in any material respect to prosecute the Services according to the Authority's schedule;

(iii) causing, by any action or omission, the stoppage or delay of or interference with the Services or work of any employee or other contractor or subcontractor;

(iv) becoming insolvent, making a general assignment for the benefit of its creditors, or having a receiver appointed;

(v) inability to perform the Services under this Agreement as a result of insolvency, bankruptcy, or having a receiver appointed;

(vi) conviction in a criminal court or a finding of liability in civil court relating to the goods or services that Consultant provides to the Authority or involving fraud or misconduct adversely affecting any governmental entity; and

(vii) any other acts or omissions specifically identified in this Agreement as an event of default.

10.3 In the event of default by the Consultant, the Authority shall have the following rights and remedies;

(i) The Authority, in its sole discretion, shall have right to determine whether a default is material and whether it can be cured. In the event the Authority determines that an event of default can be cured, it shall provide the Consultant with notice setting forth the event of default and cure requirements, including the time period permitted for cure. Consultant shall cure any event of default as provided in the notice.

(ii) If Consultant fails to cure a default as provided in the notice to cure, the Authority may, at its sole option, declare Consultant in default. The Authority will give Consultant written notice of the default and Authority's termination of this Agreement. The Authority's decision is final and takes effect when notice is given or such time as set forth in the termination notice. Consultant shall discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in performing under this Agreement, whether completed or in the process, to the Authority.

(iii) In the event of default, the Authority may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available; rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Agreement;

(a) The right to take over and complete the Services or any part of them as agent for and at the cost of the Consultant, either directly or through others. Consultant has in that event, the right to offset from the cost the amount the Authority would have paid the Consultant under the terms and conditions of this Agreement had Consultant completed the Services;

(b) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the Authority;

- (c) The right to money damages;
- (d) The right to deem Consultant non-responsive in future contracts to be awarded by the Authority;
- (e) The right to take assignment of any or all of the Consultant's subcontractors and complete the Services, by itself or through others, by whatever method the Authority consider expedient;
- (f) The right of set-off against any sums owing Consultant;
- (g) Such other remedies as permitted by law.

iv. No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any event of default. Every right and power may be exercised from time to time and as often as the Authority considers expedient.

v. If a court of competent jurisdiction determines that the Authority wrongfully terminated the Consultant, then the termination shall be treated as a termination for convenience.

10.4 Consultant shall have the right to terminate its obligations pursuant to this Agreement if the Authority shall fail to make any payment properly owing to Consultant hereunder and such failure has not been remedied or cured within thirty (30) days of the Authority's receipt of written notice thereof. Upon any such termination, The Authority shall pay for any portion of the Consultant's Fee earned but not yet paid at the time of termination; provided, however, that Consultant shall have no right to any amounts attributable to defective Services or Services not otherwise performed in accordance with the requirements of this Agreement. Such compensation shall be Consultant's sole and exclusive remedy for termination pursuant to this Section.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 A waiver on the part of the Authority or Consultant of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.

11.2 The Authority and the Consultant shall cooperate in good faith to implement the terms of this Agreement. At such times as this agreement is terminated or expires, the parties shall undertake in good faith efforts to assure an orderly transition to another provider of the Services. Consultant shall make an orderly demobilization of its own operation, provide, uninterrupted, the Services until the effective date of termination or expiration, and otherwise comply with reasonable requests and requirements of the Authority in connection with the termination or expiration.

11.3 This Agreement, including all Exhibits hereto and any addenda thereto, constitutes the entire Agreement between Consultant and the Authority. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

11.4 This Agreement shall be binding on the successors and permitted assigns of the parties hereto. This Agreement shall not be assigned, conveyed or transferred by Consultant without first obtaining the written consent of the Authority. The Authority may assign, convey or transfer this Agreement without the prior consent of Consultant.

11.5 Every article, section, paragraph, part, term or provision of this Agreement is severable from others. If any article, section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining articles, sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

11.6 Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to the Authority:	Illinois Sports Facilities Authority 333 West 35 th Street Chicago, Illinois 60616 Attention: CEO
----------------------	---

If to Consultant:

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

11.7 This Agreement shall be governed and interpreted pursuant to the laws of the State of Illinois.

This Agreement is made as of the day and year first written above.

AUTHORITY:

CONSULTANT:

ILLINOIS SPORTS FACILITIES
AUTHORITY

By:

By:

Signature

Signature

Its:

Its:

Chief Executive Officer

Title

Title

EXHIBIT A

SCOPE OF SERVICES

As outlined in this agreement, _____ has been retained by the Authority

EXHIBIT B

PRICING