



VILLAGE OF
OAK BROOK
Illinois

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Special Board of Trustees Meeting
of
April 21, 2016

SUBJECT: License Agreement - Oak Brook Polo 2016

FROM: Riccardo F. Ginex, Village Manager
Stewart H. Diamond, Village Attorney

BUDGET SOURCE/BUDGET IMPACT: \$65,000

RECOMMENDED MOTION: **Motion to Approve Resolution – R-1558, A Resolution Approving a License Agreement Between the Village of Oak Brook and Pineoak Partners, LLC for the 2016 Polo Season**

Background/History:

At the end of last season, the Village was approached by Mr. James Drury with the concept of making the 2016 Polo season a privately run event. Since that time, there have been on-going negotiations over the concept and at the March 8th Board meeting a “Memorandum of Understanding” was approved. This “Memorandum of Understanding” allowed James Drury Partners, LTD., to begin planning and marketing and the 2016 Polo season. Now we are coming forward with the attached Licensing Agreement between the Village and Pineoak Partners, LLC, granting limited use of the name “*Oak Brook Polo Club*” for this year and setting forth the terms on how the season will be run.

In order for Pineoak Partners, LLC to capture sponsorships and to begin selling tickets to make the season successful, they plan to begin marketing the season on Friday, April 22nd through the website and other venues using the name “*Oak Brook Polo Club*.”

Recommendation:

Staff recommends that the Village Board approve the resolution and the agreement.

RESOLUTION 2016-POLO-AG-R-1558

A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT

BY THE VILLAGE OF OAK BROOK WITH PINEOAK PARTNERS LLC

RELATING TO THE 2016 POLO SEASON

WHEREAS, the Village of Oak Brook, Illinois, (“**Village**”) has sponsored polo matches for many years; and

WHEREAS, many citizens of the community look forward to attending these polo matches; and

WHEREAS, during many previous years, the Village has conducted these polo matches under its own operations; and

WHEREAS, Pineoak Partners LLC has asked the Village to join it in a License Agreement which will contain the terms and conditions under which Pineoak will operate the 2016 polo season; and

WHEREAS, the parties have negotiated a License Agreement under which the Village will make certain payments to Pineoak, but beyond those payments, Pineoak will have full responsibility for the operation of the 2016 season; and

WHEREAS, a part of the License Agreement allows Pineoak to make certain uses of the Oak Brook Tennis Club name and symbols which are owned by the Village of Oak Brook; and

WHEREAS, the use of such intellectual property is broadly described in the License Agreement which contains the ability of the Village, if required, to restrict certain such uses; and

WHEREAS, the parties are hopeful that the 2016 polo season will be both an athletic success and a financial success for Pineoak, in which case the parties will discuss an extension of this License Agreement which is limited to the 2016 season.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

Section 1: The preambles to this Resolution are made a part of the Resolution expressing the intent of the Village Board.

Section 2: The Village President and the Village Clerk are authorized to execute a License Agreement with Pineoak Partners LLC relating to the polo season for 2016 which will be conducted at Polo Field 1 and in substantial accordance with the terms and conditions of that Agreement, which is attached hereto and made a part of this Resolution.

Section 3: This Resolution shall take effect upon its passage and approval and the President and Clerk shall sign the License Agreement when they are satisfied that it is in a form approved by the Village Manager and the Village Attorney.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 21st day of April, 2016

Gopal G. Lalimalani
Village President

PASSED THIS 21st day of April, 2016

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Charlotte K. Pruss
Village Clerk

EXHIBIT A
LICENSE AGREEMENT

4848-5352-5552, v. 1

LICENSE AGREEMENT

VILLAGE OF OAK BROOK & PINEOAK PARTNERS LLC 2016 POLO PROGRAM LICENSING AGREEMENT

In anticipation of the 2016 Oak Brook Polo season, the following sets forth the terms of this License Agreement between the Village of Oak Brook (“Village”/ “Licensor”) and the Pineoak Partners LLC, (“Licensee”):

1. INTENT AND OBJECTIVES OF BOTH PARTIES

Whereas, the Licensee is aware of the long and distinguished history of polo within the Village of Oak Brook, and wishes to demonstrate, through this Agreement, that a dedicated private entity can conduct a polo season with limited municipal financial support, which will hopefully demonstrate that such an arrangement may be considered to be put in place in future years; and whereas the Village, as the owner of the Oak Brook Polo Club (“OBPC” or the “Club”) name, wishes to see continuation of polo as a unique cultural and recreational event for the benefit of its businesses, residents, and visitors to the Village, and wishes to grant limited uses of its real and intellectual and intangible property relating to the Club to a private entity for a single season, this license Agreement sets forth the limited nature of the rights being granted. The Licensee shall provide written evidence to the Licensor that it is a validly organized limited liability company in the State of Illinois.

2. POLO DATES

The Village agrees to allow the Licensee to execute, promote and manage six (6) polo events at the OBPC Field on the following dates:

- Sunday, June 26, 2016
- Sunday, July 10, 2016
- Sunday, July 17, 2016
- Sunday, August 7, 2016
- Sunday, August 21, 2016
- Sunday, September 11, 2016

The Village further agrees to allow polo events on Sunday, September 18, 2016 and Sunday, September 25, 2016, if any of the above dates are canceled due to weather. The Licensee will do its best to avoid an event cancellation and will assume all financial losses resulting from event cancellations due to weather or flooding due to weather. In the event that more than two events are cancelled due to weather or flooding due to weather, the Village, at its sole discretion, may offer other available dates.

The Licensee’s most important responsibility is to ensure the safety of all polo players and horses on the field. Polo events will generally go forward with light rain and wind conditions. However, in the event of threatening weather, or adverse field conditions due to heavy rain, the Licensee reserves the right to:

- Cancel match and re-schedule to either of the above rain dates

- Interrupt and suspend games as necessary; matches that are continued from the point of interruption may be subject to modified rules if they resume, as circumstances warrant
- Reduce match times in order to catch up with tournament schedules and daylight
- Finish or end matches before inclement weather arrives or to preserve field conditions; matches will be deemed official at the point of termination regardless of actual duration

Attendees will be notified of an event cancelation or delay no later than 12:30 PM on the scheduled event date via multiple communications channels (e.g., email, website, social media and press announcements.)

3. APPOINTMENT OF VILLAGE LIAISON

A Village representative will be appointed by the Village President, at his discretion in writing, and shall serve as a liaison with the management of the Licensee, and any advisory committee that the Licensee should put in place. The Licensee shall provide to the Village Liaison such reasonable information as the Village Liaison shall require to understand the manner in which the planning, marketing, and hosting of the 2016 polo season will take place. Such information will be communicated to the Village Liaison on a timely basis, and where problems occur or new issues arise regarding the manner in which the Licensee event will be carried out, such information will be shared with the Village Liaison as quickly as possible, after it becomes apparent that the operation of the polo season will be affected. The Village Liaison may be a board trustee, village employee, and/or resident.

The Village Liaison's activities may at the Liaison's discretion include:

- Serving as the liaison between the Licensee and the Village for marketing support and the availability of event resources such as power, custodial, security, and medical services
- Representing Village interests and communicating them to the Licensee

The Licensee shall also have access to Village officials Sean Creed and Rick Ginex.

4. LICENSING

Currently, the Village owns the rights to the "Oak Brook Polo Club" name and insignia. The Village will allow use of the OBPC name, insignia, and related images and graphics by the Licensee, provided the Licensee observes Village guidelines for how, when, and where the name is used.

The Village agrees to allow the Licensee, for only the term of this Agreement, to use the OBPC name and insignia in the following ways:

- Player/Team apparel, equestrian apparel, and associated field side equipment in support of the polo match event
- PR and communications activities (e.g., media inquiries, press announcements, interviews, etc.)
- Advertising, including print, radio, television, online, and out-of-home (OOH) media
- Club branding and graphics displayed on controlled platforms, including website, social media, onsite / venue signage. Other specific uses must be approved by the Village Manager in writing.
- Club merchandise for promotional sale, to promote the OBPC, the polo matches, and the Village, including jerseys, polo shirts, t-shirts, hats, memorabilia, etc.
- Event broadcasting utilizing television, radio and digital channels

The Licensee agrees that it will not knowingly utilize the OBPC name or insignia in a manner that is detrimental to the Village, Board of Trustees, or residents. The Licensee also agrees that it will not change the Club's name, insignia or colors without notification and/or written approval by the Village. In the event that the Village Manager believes that the Licensee is exercising rights not granted, the Village Manager may in writing restrict the right of the Licensee to use such rights as are found to be excessive or improper. The Village Board may choose to also exercise this power.

5. TERM OF AGREEMENT, VILLAGE SPONSORSHIP & CLUB NAMING RIGHTS

The Licensee is granted the right to utilize the name of the OBPC for the 2016 specified season at the location known as the Prince of Wales Field on the Oak Brook Golf Course site ("OBPC Field" also known as Polo Field 1). The License shall run from the date of execution of the License Agreement through Sunday, September 11, 2016, with an extension through Sunday, September 25, 2016, in the event that either one or two of the previously stated Sunday polo matches are canceled for inclement weather or other reasons, plus two additional weeks from the official date of the polo season's closing, to allow time for dismantling and removing any polo-related signage, equipment, etc. from the field. The Licensee may, in writing, request an extension of time of not more than 30 additional days to sell or otherwise dispose of items for promotional sale. The Village will not unreasonably refuse this request. The Licensee is permitted use of the OBPC logo for appropriate signage and display of the Village name on game day at the entrance to the property on which the match is being held, as well as at the polo field itself. The Licensee may advertise that the polo season is taking place at the OBPC. The Field 1 is located on the Oak Brook Golf Course property, with main entrance on York Road, south of 22nd Street. Exhibit 1 is attached and made a part of this Agreement to show the general way in which the Licensee shall utilize Field 1. The Village will not receive any compensation for this limited right granted to the Licensee associated with the 2016 season.

6. VILLAGE RIGHTS & BENEFITS

- Rights to distribute branded giveaways and literature to attendees in approved areas
- Rights to announcements during matches to highlight Village support, promote other Village events, and support the Oak Brook home polo team
- Opportunity, on appropriate occasions, to participate in event and trophy presentation ceremonies
- One-page, four-color advertisement in Oak Brook Polo's event program/magazine
- Any press release announcing partnership with the Licensee, upon agreement and execution
- Opportunity to purchase discounted Club and lawn seating tickets; quantity and discount to be determined by Licensee, at its discretion

7. PROMOTIONAL SUPPORT

The Village, at its reasonable discretion and option, facilitated by the designated representative serving as Village Liaison, will provide the Licensee with promotional support through Village-controlled marketing and communications channels directed towards residents, businesses, and visitors to Oak Brook, including:

- Website(s): oak-brook.org, obparks.org, experienceoakbrook.com, etc.
- Printed and/or digital newsletters
- Social media channels
- E-communications

- Experiential and promotional opportunities at Village events, including Taste of Oak Brook

The Licensee is responsible for providing promotional creative and content for use and display on the above Village marketing and communications channels. The rights granted to the Village Manager and Village Board in Section 4 shall also apply here.

8. UTILIZING VILLAGE RESOURCES

Facilitated by the Village Liaison, the Village will provide access to existing resources that can support the Licensee’s event operations. The Licensee will coordinate with the Village Liaison to ensure that requested resources are delivered successfully. Village resources include support that is normally available at the Golf Course site. These resources may include:

- Traffic management
- Onsite security and medical (EMT) services
- Golf carts and utility vehicles for field site transportation of support staff and guest VIPs (this does not include transportation from offsite parking to the field)
- Onsite storage (e.g., Golf Course shed)
- Power (e.g., generators)
- Waste management and custodial services
- Event staff parking

Reasonable notice will be given by the Licensee regarding utilization of these resources and services. The parties shall endeavor to reach an agreed upon dollar amount with each resource and service provided. The Village shall have the right to select dollar amounts that will allow the Village to recoup all costs associated with the provision of each service it chooses to offer. Once agreed, the Village shall provide these resources and services. Should the Village find itself unable to provide certain resources and services for a particular polo match at prices and numbers of personnel mutually agreed to in prior negotiations, sufficient advance notice of at least seven (7) days will be provided to the Licensee to allow alternative arrangements to be made, as these facilities are absolutely essential for a polo match to be played. Invoices for the above resources and services will be negotiated and coordinated on a per item basis, event or seasonal basis, and sent by the Village to the Licensee for payment; and payment shall be made within fourteen (14) days after the date of invoice.

9. FIELD MAINTENANCE

The Licensee agrees to pay the Village a monthly fee for the maintenance of the Field 1 located on the Oak Brook Golf Course. This fee will be paid to the Village in eight (8) installments throughout the polo season, according to the following schedule:

- June 1, 2016 \$2,500
- June 15, 2016 \$2,500
- July 1, 2016 \$2,500
- July 15, 2016 \$2,500
- August 1, 2016 \$2,500
- August 15, 2016 \$2,500
- September 1, 2016 \$2,500
- September 15, 2016 \$2,500

The Licensee will work closely with the Golf Club Superintendent. Sean Creed to see that Field 1, which is accepted in its current "as is" condition, will be maintained throughout the season using in general the following standards:

- Provision of efficient ground and surface water drainage
- Use of a suitable grass seed mixture and careful maintenance
- Grass as mowed and kept at a height between 22-30 millimeters
- Depending upon prior rainfall, grounds are watered at least two (2) days before a polo match
- Avoidance and eradication of broad leaved, weed and clover patches as they create a slippery surface, which is dangerous to horse and the safety of their riders
- Repair and replace displaced divots caused by horses after matches
- Best efforts at eradication and replacement of burrowing activities where moles, rabbits, or other pests in habit as they cause huge problems to the horses foothold

The parties recognize that Field 1 has flooded during high or extended rain periods. It is recognized that there is little the Licensor can do to prepare the Field under those circumstances. At its own cost and with the written permission of Sean Creed or the Village Manager, the Licensee may undertake additional efforts to improve Field 1 for polo use. The requests of Licensee shall not be unreasonably refused. The requested improvements shall not interfere with the use by the Licensor of the use of Field 1 as a driving range either temporarily or permanently when polo is not being played.

In the event the polo matches are cancelled due to weather conditions, the Licensor shall use its best reasonable effort to restore the polo Field to a condition where polo can be played on the days established in this Agreement for alternate polo dates.

The Licensee will meet with the Golf Club Superintendent in advance of the season to further discuss these guidelines. During the morning of each match day, the Licensee will meet with the Golf Club Superintendent to examine the condition of the field and its readiness for play. Ever mindful of the safety of players and horses, the Licensee will decide whether the field is ready for play no later than 12:30 pm. Should there be any question, the Licensee will involve the players in making the proper decision. Should the match be canceled for safety due to weather or field conditions, it may be rescheduled at a later date. No person shall be allowed to play polo on Field 1 who has not signed a release and waiver form with the text set forth on Exhibit 2 attached to and made a part of this Agreement. Signed copies of Exhibit 2 for all participants shall be provided to the Village prior to any person's participation. The Licensor may post warning signs in accordance with 745 ILCS 47/20, the Equine Activity Liability Act.

10. PUBLIC PARKING ARRANGEMENTS

Parking for the general spectator public (Club guests, lawn seating guests, and sponsor/special event guests) will be at the parking site adjacent to the Drake Hotel Oak Brook through an agreement between its ownership and the Licensee. Guests will be shuttled to and from the polo field on a timely basis by a fleet of small luxury vans. Vehicle parking at the field will be closely controlled and limited to a select number of tailgating guests, players, polo team personnel, OBPC event support staff, sponsor and special event hosts (not their guests), designated celebrity guests, pre-match designated guests of Licensee management, and pre-match designated VIP guests of the Village, as

approved by Licensee management. The Licensee shall use its best efforts to see to it that its spectators in their parking and other actions do not interfere with the operations of other Village-owned facilities. The Village may enforce its Ordinances if any violations occur.

11. FOOD TRUCKS

The Licensor will permit the Licensee to contract with licensed food trucks to operate and sell food and non-alcoholic beverages to event spectators at each of the scheduled events. In order for them to operate, each food truck must provide proof to the Licensee that they are licensed to operate and sell in Illinois and have certificates of insurance. In addition, food trucks must also comply with applicable fire and safety laws and regulations.

12. VILLAGE FEE PAYMENT TO LICENSEE

The Village agrees to pay the Licensee \$65,000 for sponsorship of the 2016 Oak Brook Polo Club season.

Payment will be delivered to Licensee within seven (7) days following the execution of this Agreement and the presentment of a required Letter of Credit.

13. LICENSE CANCELLATION OPTION

In the event the Licensee finds itself, in spite of its best efforts, unable to generate the appropriate level of revenue from guest attendance, sponsorship, and advertising, to reasonably offset the cost of managing the polo season, the Licensee has the right to terminate this Agreement and release itself from any further commitment to the planning and execution of the 2016 polo season. Upon exercising its right to cancelation, the Licensee shall refund to the Village, on a prorata basis, the proportional share remaining of its \$65,000 payment, presuming the length of the season begins on June 1, 2016 and ends on September 15, 2016, according to the following refund schedule:

<u>Date of Cancelation</u>	<u>Scheduled Refund Amount</u>		<u>Total Refund Due Village</u>
	<u>Operating Fee (\$45,000)</u>	<u>Maintenance Fee (\$20,000)</u>	
Before June 1	\$45,000	\$20,000	\$65,000
June 1 - June 26	\$45,000	\$15,000	\$60,000
June 27 - July 10	\$37,500	\$12,500	\$50,000
July 11 - July 17	\$30,000	\$10,000	\$40,000
July 18 - August 7	\$22,500	\$7,500	\$30,000
August 8 - August 21	\$15,000	\$5,000	\$20,000
August 22 - Sept. 7	\$7,500	\$2,500	\$10,000
After Sept. 8	\$0	\$0	\$0

Upon the Agreement being signed by both parties, and at the time the Village sponsorship fee being received, the Licensee will deliver to the Village, a Letter of Credit with The Northern Trust Bank, or a similar bank, in the amount of \$65,000, as assurance of its ability to meet its refund obligation to the Village, as set forth above, should the Licensee elect to exercise its Cancellation Option, its payment of Field Maintenance payments and its other obligations under this Agreement. The Village must approve the text of the Letter of Credit, which shall not be unreasonably rejected. The Letter of Credit must remain in effect for six months after September 7, 2016 and must permit the Village to draw amounts from the Letter of Credit upon a written statement to the Bank that Pineoak has breached a term of the License Agreement and the amount payable upon such breach is the amount requested in writing by the Village. To the extent that the terms of this Agreement and

the provisions of the Letter of Credit conflict, the provisions of the Letter of Credit shall prevail, however, the Village must accept the provisions of the Letter of Credit.

14. FINANCIAL COMMITMENT & LIABILITY

The Licensee has committed significant financial resources and has invested in management and support staff to appropriately plan and execute polo events in 2016, with the expectation that appropriate marketing and promotional investments will return revenue in the form of sponsorships, advertising, and ticket sales to offset most, if not all, of the financial resources expended.

Except as authorized above and as otherwise agreed to by the parties, the Licensee assumes responsibility for financial losses associated with planning and executing polo events in 2016.

15. CLAIMS

Aside from a claim by the Licensee that the Village has breached a provision of this Agreement, the Licensee shall make no further claim, damage, or file suit against the Village arising out of the financial commitment and liability which it agrees to fully accept in this Agreement. The maximum amount which the Licensee or Licensor suing under any rights or obligations may recover, except for the Letter of Credit will be the sum of not more than \$45,000 (forty-five thousand dollars).

16. INSURANCE

The Licensee has taken steps to obtain appropriate insurance coverage with Equisure for the polo season. Equisure specializes in insurance for equestrian events, including policies tailored for polo events, as recommended by the U.S. Polo Association. Equisure provides insurance coverage for polo clubs throughout the U.S. The formal application for insurance coverage by Equisure is attached as Exhibit 3. Upon signing of this Agreement by both parties, the application will be filed and coverage obtained. A copy of the insurance policy will be provided to the Village. In addition, the Licensee shall purchase general liability insurance to cover its activities in this Agreement in a company approved by the Licensor in an amount of not less than \$2,000,000. That policy shall name the Village as an additional insured. That policy shall remain in force during the term of this Agreement and offer coverage on an occurrence basis. All insurance provided must contain a provision that its coverage will not be cancelled, reduced or amended without 30 days' written notice to the Licensor, at its municipal hall address. No polo may be played without all required insurance in force and it shall not be a breach of this Agreement for the Licensor to close, Field 1 to the Licensee, its participants or spectators until the required insurance policy is in place or restored and adequate written evidence of the corrected, in-place insurance is provided to Licensor.

17. EXTENSION OF THE LICENSE AGREEMENT

The Village will agree to negotiate in good faith regarding the continuation of a License Agreement with the Licensee for the 2017 polo season, if requested in writing to do so. The decision of the Village to enter into such an extension, but with renegotiated terms, shall be completely within the discretion of the Village. Licensee would look forward to an opportunity to attempt to negotiate such an extension.

AGREED AND ACCEPTED:

Manager, Pineoak Partners LLC

Village President, Oak Brook Village

Date

Date

4811-5028-3568, v. 1



2016 POLO CLUB LIABILITY APPLICATION

THIS APPLICATION IS FOR AN ANNUAL SCHEDULE OF INSURANCE
THIS IS NOT A BINDER. EXPOSURES NOT DECLARED ARE NOT COVERED.

NOTE: Incomplete and unsigned applications will be returned for completion. Coverage cannot be bound until the Company approves your completed application. The Company's receipt of premium does not bind coverage. Approval by Underwriting required.

SECTION 1: APPLICANT INFORMATION DESIRED EFFECTIVE DATE: June 1, 2016

- 1. Club Name: Oak Brook Polo Club President Name: James Drury
2. Mailing Address: 875 N. Michigan Ave., Sute 3805 City Chicago State IL Zip 60611
3. Physical Address: 2606 York Road City Oak Brook State IL Zip 60523
4. Tel # (312) 654-6708 Fax # (312) 654-6710 Email info@oakbrookpoloclub.com Website www.oakbrookpoloclub.com
5. Membership Assoc. Affiliation (i.e., USPA, USEF, etc): USPA Assoc. Number: 501
6. Number of Club Members: 15 One Day Memberships: (ANNUAL) None
7. Provide Description of the Club Purpose/Mission Statement: Promote and provide a safe and fun environment for polo competition for players and spectators.
8. Number of "Sub" clubs/groups affiliated under your organization? None
9. How Did You Hear About Equisure? United States Polo Association

SECTION 2: COVERAGE INFORMATION

Limit of Liability - policy includes \$1,000,000/\$1,000,000 Occurrence/Aggregate

- Optional Liability Limits:
[] \$ 250,000/\$ 500,000 Occurrence/Aggregate (submit for rate)
[] \$ 500,000/\$1,000,000 Occurrence/Aggregate (submit for rate)
[] \$2,000,000/\$2,000,000 Occurrence/Aggregate (submit for rate)

SECTION 3: CLUB ACTIVITIES INFORMATION

- 1. a. Specify the total number of days for each club activity: (select all that apply and provide the actual number of days)
[] Club meetings [] League Matches [] Fun/Play Matches 8 [] Scrimmages [] Clinics
[] Exhibit Booths/Non-Mounted events [] Schooling/Non-Sanctioned Shows
[] Other (describe): (# of days) 8
b. Will the number of spectators ever exceed 300 for any of the above days? [] Yes [] No

2. List the USPA sanctioned tournaments in which your club will participate:

Table with 3 columns: Name of event, number of days for this event, number of spectators/participants. Rows include USPA Commander's Cup, USPA Drake Gold Cup, and USPA International Cup.

Note: Events with more than 300 spectators may require an additional Premium, please contact Equisure for details

- 3. Is liquor permitted or served at any of the above club functions? [] Yes [] No
Catered by an outside company Brought by the club members
Provided by the club and sold to the members Sold to the general public
Provided by the club as a courtesy Other

Note: The sale of alcohol is not covered by the policy. Policies are subject to liquor liability exclusion.



2016 POLO CLUB LIABILITY APPLICATION

- 4. Does the club board non-owned horses?
5. Does the club maintain stables?
6. Does the club own horses?
7. Does the club lease or loan horses to players?
8. Does the club stable horses without receiving board?
9. Does the club provide any training or instruction?
10. Do the Trainers/Instructors have Professional Liability Insurance?
11. Describe any non-Polo member-only activities your club engages in (i.e., unmounted meetings etc):

SECTION 4: EQUINE OPERATIONS

- 1. Type of Ownership: Corporation, Limited Liability Corp (LLC), Individual, Partnership, Joint Venture, Sole Proprietorship
2. Club owned or leased facility and/or acres: a. Does the Club lease -- Buildings, b. Does the Club lease -- Acres, c. Does the Club own -- Buildings, d. Does the Club own -- Acres
3. Any changes in Clubs' operation in last 12 months?
4. Does the Club manufacture and/or repair any goods sold?

SECTION 5: UNDERWRITING INFORMATION

- 1. Has the Club had Liability Insurance before? Insurance Company: West Bend Mutual Insurance, Liability Coverage Limit: \$2,000,000, Expiration Date: September 15, 2015
2. List other insurance policies the club has: Premises Liability, Directors & Officers, Workers Compensation, Excess Liability, Building Coverage, Commercial Auto
3. Has the Club been cancelled or refused coverage in the last 3 years?
4. Has the club had any losses or claims within the past 3 years?
5. Does the club obtain signed releases from all participants for all equine events?
6. Is there an ambulance or EMT present at matches, clinics or other events?
7. Mandatory Requirement: A sample copy of the equestrian release/waiver form used in your business must accompany this application.



CERTIFICATE of INSURANCE REQUEST FORM

This is not a binder. Please Type or Print Clearly.

Name of Club Oak Brook Polo Club Club Contact/Title James Drury Customer Code: _____

Club Mailing Address: Pineoak Partners, LLC
875 North Michigan Avenue, Suite 3805
Chicago, IL 60611

Email pinecroft@jdrurypartners.com Tel # (312) 654-6708 Fax # (312) 654-6710

NOTE: Please refer to your contract in selecting the appropriate type of certificate. Include and/or attach contract if Certificate requires special wording.

CERTIFICATE HOLDER (Select One)	<input checked="" type="checkbox"/> PROOF OF INSURANCE	<input type="checkbox"/> ADDITIONAL INSURED (AI)
Check all that apply: <input checked="" type="checkbox"/> LANDOWNER <input checked="" type="checkbox"/> FACILITY OWNER <input type="checkbox"/> SPONSOR <input type="checkbox"/> EQUIPMENT LESSOR		

Certificate Holder Name: Arranmore Farm & Polo Club
Mailing Address: 34 Rance Road
City/State/Zip: Oswego, IL 60543
Attn: Shannon Greene Robb
Fax #: _____ Email: sgr@arranmorefarmandpoloclub.com

CERTIFICATE HOLDER (Select One)	<input checked="" type="checkbox"/> PROOF OF INSURANCE	<input type="checkbox"/> ADDITIONAL INSURED (AI)
Check all that apply: <input checked="" type="checkbox"/> LANDOWNER <input checked="" type="checkbox"/> FACILITY OWNER <input type="checkbox"/> SPONSOR <input type="checkbox"/> EQUIPMENT LESSOR		

Certificate Holder Name: Village of Oak Brook
Mailing Address: 1200 Oak Brook Road
City/State/Zip: Oak Brook, IL 60523
Attn: Riccardo Ginex
Fax #: _____ Email: rginex@oak-brook.org

CERTIFICATE HOLDER (Select One)	<input type="checkbox"/> PROOF OF INSURANCE	<input type="checkbox"/> ADDITIONAL INSURED (AI)
Check all that apply: <input type="checkbox"/> LANDOWNER <input type="checkbox"/> FACILITY OWNER <input type="checkbox"/> SPONSOR <input type="checkbox"/> EQUIPMENT LESSOR		

Certificate Holder Name: _____
Mailing Address: _____
City/State/Zip: _____
Attn: _____
Fax #: _____ Email: _____

Authorized Club Representative (please print) _____

Signature: _____ Date: _____

Please print & sign in blue or black ink



FRAUD WARNING NOTICES

STANDARD: Any person, who knowingly and with intent to defraud any insurance company or other person, files an applications for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material hereto, commits a fraudulent act, which is a crime, and may subject such person to criminal and civil penalties.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly, and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MINNESOTA APPLICANTS: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

The insurer shall not offer an optional extension period for this policy in New Mexico.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud which may subject such person to criminal and civil penalties, including but not limited to fines, denial of insurance benefits, civil damages, criminal prosecution and confinement in state prisons.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or any person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.

THE UNDERSIGNED IS AUTHORIZED BY THE INSURED AND DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE TRUE. SIGNING OF THIS APPLICATION DOES NOT BIND THE INSURED OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION, ANY SUPPLEMENTAL APPLICATIONS, AND THE MATERIALS SUBMITTED HERewith ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY.

THE APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY. PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT APPLY IN THE STATES OF UTAH AND WISCONSIN.

NOTE TO UTAH AND WISCONSIN RESIDENTS: ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION AND SUCH MATERIALS ARE ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY.

THE INSURED AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE INSURED WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

Authorized Club Representative Signature Please print & sign in blue or black ink

Date

Print Name

Title