

**LICENSE AGREEMENT
FOR USE OF RECREATION CENTER**

This License Agreement for Use of the Palos Park Recreation Center (the "License Agreement") is entered into this 1st day of October, 2020, by and between the Village of Palos Park, an Illinois municipal corporation (the "Village") and the Board of Education of Palos Community Consolidated School District No. 118, Cook County, Illinois an Illinois public school district (the "Licensee"). The Village and the Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Village owns and maintains the Recreation Center located at 8901 West 123rd Street, Palos Park, Illinois (the "Subject Property"); and

WHEREAS, the Licensee desires to use a portion of the Subject Property, specifically certain multi-purpose rooms commonly known as the Community Room and the Prairie Room (the "Licensed Premises") for educational programs and remote learning; and

WHEREAS, the Village has determined that it is in the best interests of the Village to enter into an agreement to allow the Licensee to utilize the Licensed Premises, subject to certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1: LICENSE AND LIMITATIONS

1.1 Grant of License. The Village hereby grants to Licensee a revocable license (the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the Licensed Premises for educational programs and remote learning, to be operated by Licensee's contractor, Kids Fit Foundation (Ivy League Kids), of 8500 W. 191st Street, Mokena, IL 60448 (the "Contractor").

1.2 License Fee. The Licensee shall pay the total sum of FOUR THOUSAND FIVE HUNDRED THIRTY TWO DOLLARS AND NO/100 (\$4532.00) (the "License Fee"), which shall constitute the entire fee for the Term of the License, as set forth in Section 1.4 of this License Agreement; said License Fee shall be due and payable by October 30, 2020.

1.3 Scope and Limitations of License. Said License shall permit Licensee and/or the Contractor to use and occupy the Licensed Premises for educational programs and remote learning only, subject to the restrictions and requirements imposed by this License Agreement, and the Palos Park Village Code (the "Village Code"), including, but not limited to, the following restrictions and requirements:

- A. Neither the Licensee nor the Contractor shall construct, build or place, or cause to be constructed, built or placed, any structures, permanent or otherwise, on the Licensed Premises.
- B. The Licensee and the Contractor shall be permitted to install signs designating their use of the Licensed Premises only during its hours of active operation, as set forth in this License Agreement. Any such signs shall be subject to the approval of the Village.
- C. During the term of this License, the Licensee and the Contractor shall be permitted to store materials necessary for the educational programs and remote learning on the Licensed Premises, subject to final approval of such storage by the Village.
- D. The Licensee and the Contractor shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this License Agreement and the Village Code.

1.4 Term of License. Said License provided for herein shall be granted by the Village for the period of October 1, 2020 through October 30, 2020 on weekdays (Monday through Friday) during the hours of 6:00 A.M. to 6:00 P.M.

1.5 Nonassignability of License. Said License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the Village.

SECTION 2: TERMINATION AND EXPIRATION

2.1 Termination. This License Agreement shall terminate by its terms at its effective date of expiration. Prior to its expiration, the License provided herein is revocable at will by either Party. Said License is for the temporary permissive use of the Licensed Premises only and creates no property and/or other interest in the Licensed Premises on the part of, or for the benefit of, the Licensee and/or the Contractor

2.2 Notice of Termination. No written or other notice shall be required when this License Agreement expires. Where termination is at the request of either Party prior to the expiration of this License Agreement, the Party terminating this License Agreement shall serve written notice on the other Party not less than seven (7) days before the termination is to take effect.

SECTION 3: NOTICES

3.1 Delivery and Effective Date. All notices given in relation to this License Agreement shall be deemed to have been effectively given, in accordance with the terms and conditions of this License Agreement, when personally delivered, whether by overnight carrier or otherwise, or on the third day after mailing said notice, via certified mail, return receipt requested, addressed as follows:

A. If to the Licensee:

Superintendent
Palos Community Consolidated School District No. 118
8800 West 119th Street
Palos Park, Illinois 60464

B. If to the Village:

Village Manager
Village of Palos Park
8999 West 123rd Street
Palos Park, Illinois 60464

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

SECTION 4: MISCELLANEOUS PROVISIONS

4.1 Indemnification and Insurance. Licensee covenants and agrees to indemnify the Village and its elected officials, officers, agents and employees from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the Licensee, or the Licensee's officers, agents, contractors or employees, including, but not limited to, the Contractor, or the Contractor's officers, agents, contractors or employees, relative to the use, maintenance or repair of the Licensed Premises, for the term of this License Agreement, but not for acts or omissions occurring after the early termination of this License Agreement by either Party. Licensee shall maintain liability insurance coverage relative to the activities taking place on the Licensed Premises from the commencement of the term of this

License Agreement until its termination, in an amount acceptable to the Village, and shall provide the Village with a certificate of insurance describing such insurance coverage within three (3) days after the commencement of the term of this License Agreement, and shall update same, as necessary thereafter, during the term of this License Agreement. Such insurance coverage shall name the Village, its elected officials, officers, agents and employees as additional insureds, and shall provide that the insurance coverage provided by the Licensee shall be primary to any insurance coverage of the Village. Failure of the Licensee to provide such insurance certificate, shall terminate this License Agreement without further action by either Party. As a condition of this License Agreement, Licensee shall also require Contractor to name the Village, and its elected officials, officers, agents and employees, as additional insureds under the same terms and conditions set forth herein for the Licensee, on any insurance policies required by the Licensee from the Contractor.

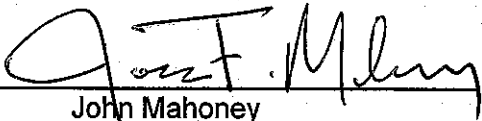
- 4.2 Severability of Agreement.** The terms and conditions set forth in this License Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, state or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.
- 4.3 Merger Clause.** This License Agreement constitutes the entire understanding between the Parties and supersedes any prior understandings and/or agreements between the Parties. Any representations, agreements, promises or understandings not expressly set forth herein are hereby rendered null, void and of no legal effect.
- 4.4 Choice of Law.** This License Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois, and venue in relation to any court action relating in any way to this License Agreement shall be in Cook County, Illinois.


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HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this License Agreement.

Village of Palos Park,
an Illinois municipal corporation

Licensee:
**Board of Education of Palos Community
Consolidated School District No. 118,
Cook County, Illinois**

By: 
John Mahoney
Mayor

By: 
Name: Nadine Scodro
Title: President

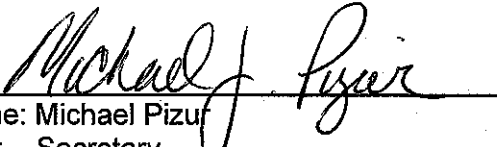
Date: September 28, 2020

Date: 10/22/2020, 2020

ATTEST:

ATTEST:


Marie Arrigoni
Village Clerk


Name: Michael Pizur
Title: Secretary

Date: September 28, 2020

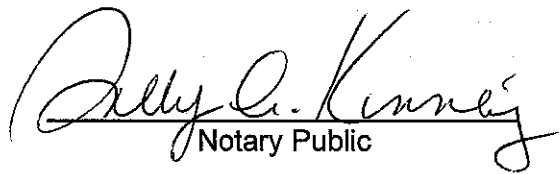
Date: October 22, 2020

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John Mahoney and Marie Arrigoni, personally known to me to be the Mayor and the Village Clerk, respectively, of the Village of Palos Park, Cook County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village of Palos Park to be affixed thereto, pursuant to authority given by the Village Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28th day of September, 2020.


Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Nadine Scodro and Michael Pizur, personally known to me to be the President and the Secretary, respectively, of the Board of Education of Palos Community Consolidated School District No. 118, Cook County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said School District to be affixed thereto, pursuant to authority given by the Board of Trustees of said School District, as their free and voluntary act, and as the free and voluntary act and deed of the School District, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23rd day of October, 2020.

Kathy E. Pagan

Notary Public

