



LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "License") is made and entered into as of the 18th day of December, 2023, by and between the parties the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation (the "Licensor"), and Disabled American Veterans Post #84., an Illinois not-for-profit corporation (the "Licensee").

1. Grant of Revocable License: Licensed Space: Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor, the premises identified as the meeting room which constitutes the "Licensed Space", located on the first floor of the building located at, and known as, the Veterans Center (the "Center") located at 15045 West Avenue, Orland Park, IL 60462. It is understood and agreed that the final location of the Licensed Space within the Center shall be a meeting room and shall be located as reasonably determined by the Licensor. Said License is revocable and terminable. During the Term, it is understood and agreed that Licensor may grant licenses to other groups related to military within the Center.

In connection with Licensee's use of the Licensed Space, Licensee shall have the nonexclusive right to use (a) in common with Licensor and the other occupants of the Center in which the Licensed Space is located, the common area outside the Center that Licensee has the right to use, including parking lots; and (b) in common with the Licensor and other occupants of the Center, the hallways, restrooms and other areas of the Center that may be reasonably necessary for Licensee's use of the Licensed Space.

2. Term. The term of this License (the "Term") shall be one (1) year and shall commence on December 19, 2023 (the "Commencement Date") and end December 18, 2024 (the "Expiration Date"), unless sooner terminated as provided herein. This License shall automatically renew for an additional one (1) year Term upon each anniversary of the Commencement Date, unless a Party provides notice of its intent not to renew at least sixty (60) days prior to the end of the Expiration Date.

Notwithstanding any other provision of this License, the Licensor or Licensee may terminate this License, with cause (meaning a Default under Section 20 of this License), upon providing thirty (30) days prior written notice to the other party delineating the issues on which the party relies to terminate the License for cause. The parties shall consult during the thirty (30) day period to attempt to resolve the issues that led to the termination notice with the goal of avoiding the termination. Furthermore, Licensor can terminate this Agreement, without cause, upon providing forty-five (45) days prior written notice to Licensee.

3. License Payments. Beginning on December 19, 2023, Licensee shall pay an Annual License Fee in the amount of \$0.00 per year. Said amount shall be due and payable on the first day of each anniversary of the Commencement Date.

4. License Not Exclusive. This License is not exclusive to Licensee and Licensee shall have the privilege hereunder only of occupying the Licensed Space as the representative of Licensor in charge of the Center shall from time to time designate.

5. Permitted Use. Licensee shall use and occupy the Licensed Space to have meetings and for no other use or purpose. Licensee agrees to conduct its business at all times in a high-class manner. Licensee understands and agrees that it must contact the Licensors to reserve the Licensed Space at least two (2) weeks in advance of its intended meeting date and time. Licensee shall be permitted to use the Licensed Space for up to eight (8) hours per week or as mutually agreed between Licensee and Licensors.

6. No Creation of Right to Possession. Licensee acknowledges that this Agreement constitutes a revocable License, that this Agreement does not create a lease nor any right to the possession of the Center or the Licensed Space, nor does it create any estate or interest in the Center or the Licensed Space.

7. Taxes & Utilities. Licensors shall pay all federal, state, local governmental, special district and special service area taxes and assessments, exactions, impact fees and charges (including, without limitation, lease, rent or occupancy taxes) and other governmental charges and levies which are or shall become levied, due and payable or liens upon, assessed directly or indirectly against the Licensed Space and the Center (or any of the rents received therefrom) arising out of the use, occupancy, ownership, leasing, management, repair, replacement or operation of the Licensed Space, any part thereof, appurtenance thereto or property, fixtures or equipment therein imposed by any authority having jurisdiction over the Center and shall pay for all charges for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air-conditioning, ventilating and other utilities supplied to the Licensed Space. Licensors shall at all times cause to be provided to the Licensed Space service for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air-conditioning, ventilating, telephone and other utilities to the Licensed Space.

8. Compliance with Laws. Licensee will not make or permit to be made any use of the Licensed Space which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation, which may be dangerous to persons or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Center or covering its operations. Licensee, at its sole expense, shall comply with all rules, regulations or requirements of governmental and quasi-governmental authorities applicable to the Licensed Space, and shall not do or permit anything to be done, upon the Licensed Space or the Center, or bring or keep anything thereon in violation of rules, regulations or requirements of the Licensors and any other governmental or quasi-governmental authority having jurisdiction.

9. Conditions and Care of Licensed Space. Licensee's taking possession of the Licensed Space or any portion thereof shall be conclusive evidence against Licensee that the portion of the Licensed Space taken possession of was then in good order and satisfactory condition. Licensee shall not alter, remodel, or damage the Licensed Space. Licensors shall provide, at its sole cost and expense, cleaning services for the Licensed Space, but it shall be the obligation of Licensee to keep the Licensed Space in a clean and tidy condition at all times.

10. Assignments and Subletting. Licensee, without the prior consent of Licensors in each instance, shall not (a) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this License or any interest under it, (b) allow to exist or occur any transfer of or lien upon this License or Licensee's interest herein by operation of law, (c) sublicense the Licensed Space or any part thereof, or (d) permit the use or occupancy of the Licensed Space or any part thereof for any purpose not provided for under Section 5 of this License or by anyone other than Licensee and Licensee's agents and employees.

11. Waiver of Certain Claims. To the extent not prohibited expressly by law, Licensee releases Licensor and its officers, agents, servants and employees, from and waives all claims for damages to person or property sustained by Licensee, its employees, agents, permittees, or invitees resulting directly or indirectly from fire or other casualty, any existing or future condition, defect, matter or thing in or about the Licensed Space, the Center or any part of it, or from any equipment or appurtenance therein, or from any accident in or about the Center, or from any act or neglect of any tenant or other occupant of the Center or any part thereof or of any other person, including Licensor, and its agents and servants.

12. Damage Caused by Neglect of Licensee or Licensor. If any damage to the Licensed Space or the Center or any equipment or appurtenance therein, whether belonging to Licensor, Licensee or to other licensees, tenants or occupants of the Center, results from any act or neglect of a party hereto, its employees, agents, contractors, licensees or invitees, the negligent party shall be liable therefore and the other party, at its option, may repair such damage and the negligent party, upon demand by the other party, shall reimburse the other party for all costs of such repairs and damages in excess of amounts, if any, paid to the other party under insurance covering such damage.

13. Personal Property. All personal property belonging to Licensee, its employees, agents, permittees, or invitees that is in the Center or the Licensed Space shall be there at the risk of Licensee only and Licensor shall not be liable for damage thereto or theft or misappropriation thereof. All personal property belonging to Licensor that is in the Center or the Licensed Space shall be there and Licensee shall be liable for damage thereto or theft or misappropriation thereof.

14. Removal of Property. On revocation, surrender or other termination of the License hereby given, Licensee shall quietly and peacefully surrender the portion of the Licensed Space occupied by Licensee in as good condition as same were at the time of Licensee's entry thereon hereunder and shall remove all fixtures, equipment, and other things placed by Licensee on the Licensed Space hereunder, and if Licensee shall fail to do so, Licensor shall have the right to make such removal at Licensee's expense, the amount of which expense Licensee shall pay to Licensor on demand, and if Licensor shall so elect, it shall have the right to take possession of and appropriate to itself without payment therefor any property of Licensee, or anyone claiming under it, then remaining on the premises.

15. Lost Keys. If at any time Licensee loses any key to the Center, Licensee shall be responsible for paying any and all costs incurred to change the locks and provide all Center tenants with a new set of keys. Any key not returned after the Termination of this Agreement shall be considered lost.

16. Notice. Where notice is required by this Licensee it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:



To the Licensor:
George Koczwarra, Village Manager
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: (708) 403-6151
Facsimile: (708) 3494859
gkoczwarra@orlandpark.org e-mail:

To the Licensee:
Name: _____
Company: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Facsimile: _____
e-mail: _____

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

17. Indemnification. Licensee shall be fully responsible for any death, personal injury or property loss or damage occurring during or resulting from Licensee's use of the Licensed Space. To the extent not prohibited expressly by law, Licensee agrees to hold Licensor and its Trustees, officers, agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, demand, cause of action or suit, including reasonable attorneys' fees and all costs of investigation and defense, for any death, injuries to all persons and damage to or theft, misappropriation or loss of property arising out of the use of the Center and/ or Licensed Space, including parking lots, by Licensee or the conduct of its business or from any activity, work or thing done, permitted or suffered by Licensee in or about the Licensed Space or from any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this License or due to any other act or omission of Licensee, its agents, contractors, invitees, or employees, but only to the extent of Licensee's liability, if any, in excess of amounts, if any, paid to Licensor under insurance covering such claims or To the extent not prohibited expressly by law, Licensor agrees to hold Licensee and its agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft, misappropriation or loss of property arising out of the use, operation or maintenance of the Center by Licensor or the conduct of its business or from any activity, work or thing done, permitted or suffered by Licensor in or about the Center or from any breach or default on the part of Licensor in the performance of any covenant or agreement on the part of Licensor to be performed pursuant to the terms of this License or due to any other act or omission of Licensor, its agents, ~~co~~invitees, licensees or employees, but only to the extent of Licensor's liability, if any, in excess of amounts, if any, paid to Licensee under insurance covering such claims or liabilities.

18. Insurance. If the Licensee is using the Licensed Space for a commercial purpose, the Licensee, at its expense, shall obtain, effective from the Commencement Date of the License, and shall keep in force and effect during the term of the License, liability insurance providing the following minimum coverage: commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence and in the aggregate for bodily injury and property damage. The insurance required hereunder shall be placed with companies which are reasonably acceptable to the Licensor, and Certificate of Insurance and a copy of the policy of insurance shall be deposited with the Licensor. Licensee shall provide Licensor with a Certificate of Insurance showing Licensor as additional insured on primary and non-contributory basis. The Licensor shall be named on the ISO CG-20-10 form or its equivalent. Said Certificate and Insurance shall provide that, for the duration of the License the amount of insurance coverage shall not expire or otherwise be canceled, or changed until after written notification thirty (30) days in advance to the Licensor. To the maximum extent permitted by insurance policies which may be owned by Licensor or Licensee,

Licensee and Licensor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. Any coverage obtained by Licensor shall be excess over the additional insured coverage.

19. Subrogation. Licensee agrees to have all fire and extended coverage and other property damage insurance which may be carried by Licensee endorsed with a clause providing that any release from liability of, or waiver of claim for recovery from Licensor, entered into in by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against Licensor. Without limiting any release or waiver of liability or recovery set forth elsewhere in this License, and notwithstanding anything in this License which may appear to be to the contrary, both Licensee and Licensor waive all claims for recovery from each other for any loss or damage to any of their property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this License to the contrary; any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder.

20. Default. The occurrence of any one or more of the following matters constitutes a "Default" by Licensee under this License: (a) Failure by Licensee to pay any License Payments within ten (10) Business days after notice of failure to pay the same on the due date; (b) Failure by Licensee to observe or perform any covenant, agreement, condition or provision of this License, if such failure continues for thirty (30) days after written notice thereof from Licensor to Licensee. The failure by Licensor to observe or perform any covenant, agreement, condition or provision of this License, if such failure continues for thirty (30) days after written notice thereof from Licensee to Licensor shall constitute a "Default" by Licensor under this License. In the event of Default, Licensor shall be entitled to terminate this License Agreement by giving Licensee notice of termination, in which event this License Agreement shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the Expiration Date of the term of this License Agreement, and all rights of Licensee under this License Agreement and in and to the Licensed Space shall expire and terminate, and Licensee shall remain liable for all obligations under this License Agreement arising up to the date of such termination. Licensor shall recover from Licensee all damages Licensor may incur by reason of Licensee's default.

21. Non-Waiver. No waiver of any condition expressed in this License shall be implied by any neglect of either party to enforce any remedy on account of the violation of such condition whether or not such violation is continued or repeated subsequently and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

22. Miscellaneous.

(a) Survival. All obligations of the parties under this License shall survive the Expiration Date or earlier termination of this License.

(b) Successors and Assigns. Each provision of this License shall extend to and shall bind and inure to the benefit not only of Licensor and Licensee, but also of their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer,



assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this License.

(c) Modifications in Writing. No modification, waiver or amendment of this License or of any of its conditions or provisions shall be binding upon either party unless in writing signed by both parties.

(d) Headings. The headings of Sections are for convenience only and do not limit, expand or construe the contents of the Sections.

(e) Governing Law. All matters pertaining to this License (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The parties herein waive trial by Jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cook County, State of Illinois.

(f) Severability. The invalidity of any provision of this License shall not impair or affect in any manner the validity, enforceability or effect of the rest of this License.

(g) Entire Agreement. All understandings and agreements, oral or written, previously made between the parties hereto are merged in this License, which alone fully and completely expresses the agreement between Licensor (and its agents) and Licensee. This License cannot be amended or modified except by a written instrument executed by Licensor and Licensee.

(h) Force Majeure. If either party hereto fails to perform timely any of the terms, covenants or conditions of this License to be performed by such party and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God or any other cause beyond the reasonable control of such party, then such party shall not be deemed in default under this License as a result of such failure and any time for performance by such party provided for herein shall be extended by the period of delay resulting from such cause.

23. COVID-19. The Licensee shall be liable and assume full responsibility for use of the Licensed Space in compliance with all recommendations of the Illinois Department of Public Health, Cook County Department of Public Health, Centers for Disease Control, and the Village of Orland Park. This may include following social distancing guidelines, providing for the frequent sanitation of high-touch areas, wearing of facial coverings indoors, lowered occupancy/capacity limits, and other restrictions. Licensor assumes no responsibility for monitoring the use of the Licensed Space or compliance with any relevant recommendations. The Licensee assumes all liability, and agrees to hold the Licensor harmless, for any liability resulting from attendee exposure to disease causing organisms and/or objects, such as COVID-19, associated with Licensee's use of the Licensed Space.



IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first above written.

VILLAGE OF ORLAND PARK
An Illinois home rule municipal
corporation

DISABLED AMERICAN VETERANS POST #84
an Illinois not-for-profit corporation

By: _____

By: _____

Its: _____

Its: _____