

**LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY
USE OF FORMER ANDREWS CORP. PARKING LOT
FOR FOOT TRAFFIC AND PARKING DURING SPECIAL EVENTS**

This License and Indemnification Agreement (“Agreement”) has been entered into this ____ day of _____, 2025, by and between Orland Park Lake Ventures LLC (“OPLV”), and the Village of Orland Park (the “Licensee” or “Authorized User”):

WHEREAS, OPLV owns property commonly known as the former Andrews Corporation Property on 153rd Street in Orland Park, Cook County, Illinois, (the “Property”); and,

WHEREAS, the Licensee seeks permission for the public to traverse on foot and park in the parking lot on the Property (the “Licensed Area”), as well as to conduct shuttle service to and from the Property, during Village special events on June 12th, 26th, July 12th, 17th, 24th, August 14th, 30th, and September 13th, 2025 (the “Events”). The Licensee agrees that the grant of access to the Property shall be limited to the dates agreed by the parties and listed herein (or those as may be added by additional written agreement of the parties) and governed by the terms of this Agreement. Such access and conditions are referred to below as the “Approved Use.”

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth and for other good and valuable consideration the sufficiency of which is acknowledged, the Licensors grants the Licensee a license for the temporary use of the Licensed Area for the Approved Uses in accordance with the following terms and conditions:

- 1. Recitals.** The above recitals are incorporated herein by reference.
- 2. Term .** Licensors authorizes the temporary, non-exclusive use of the Licensed Area by the Licensee, its employees, agents and members of the public to conduct the Approved Use in the Licensed Area. The Licensee agrees that the grant of access to the Licensed Area shall be temporary and only be allowed on the dates listed herein or dates additionally agreed to in writing by the parties. This Agreement shall automatically terminate once the temporary use period expires, except that the release, hold harmless and indemnification provisions of Section 5 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could

be or are brought against the Licensor that arise out of or relate to any matters covered by this Agreement.

3. **Use.** The Licensee's use shall comply with all statutes, ordinances, requirements, and laws (including environmental laws and regulations) of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed Area.
4. **Restoration of Premises.** Upon termination of this Agreement by lapse of time or otherwise, the Licensee, at its own expense, shall return and restore the Licensed Area to as good condition as pre-dated this Agreement, ordinary wear and tear excepted. In the event that the Licensed Area sustains damage due to any acts or omissions by the Licensee, its employees, or members of the public, the Licensee agrees to either repair the damage with like-kind materials approved by the Licensor or to pay for any repairs to restore the damaged or altered property to its condition prior to the Licensee's use.
5. **Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.** The Licensee covenants and agrees as follows:
 - A. **Defend, Hold Harmless and Indemnification.** Licensee and its assigns agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Licensor from any and all liability, losses, causes of action, claims, actions for bodily injury, death, illness or property damage, patent claims, trade mark/copyright/service mark/intellectual property infringement claim, debts and demands, judgments and lawsuits of any kind and nature, including costs, expenses and attorneys' fees, which may in any way be brought or accrue against the Licensor as a result of, arising out of or relating to in any way to the use of the Licensed Area or the Approved Use that is conducted on the Licensed Area, any other acts or omissions of the Village of Orland Park, its agents, employees or members of the general public, arising out of or relating to the use of the Licensed Area. The Licensee shall, at its own expense, appear, defend and pay all fees, expenses and costs of defense counsel for the Licensor and all litigation costs and other expenses, including but not limited to any prevailing attorneys' fees and expense awards, as covered by this provision, and, if any judgment shall be rendered against the Licensor in any such action or any

settlement is agreed upon, the Licensee shall, at its own expense satisfy and pay the same.

6. Insurance. During the term of this Agreement, the Licensee agrees to have the Licensors expressly named as an additional insured on its insurance policies in its endorsements and on its certificates related to the operation of the Approved uses for the purposes stated herein. The Licensee shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability - \$1,000,000 per occurrence and \$2,000,000 per aggregate, with a \$1,000,000 umbrella policy.
- B. Property Damage - \$1,000,000 per occurrence.
- C. Workers’ Compensation – Statutory.

The Licensee shall furnish certificates of insurance (and policies if requested), with premium paid in full, prior to the effective date of this Agreement. Licensee shall provide the Licensors with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.”

7. Notices. Any notice which either Party may or is required to give shall be given by hand delivery or mailing the same by electronic delivery or United States Registered or Certified Mail, postage prepaid, to Licensee at: Orland Park Village Hall—14700 S. Ravinia Ave., Orland Park, IL 60462 -Attention Village Manager and the Licensors at _____, or to such other places as may be designated by the Parties from time to time.

8. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- 9. Venue.** The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation construction and enforcement hereof and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- 10. Authority to Bind.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.
- 11. Effective Date.** This Agreement shall become effective upon the date of execution by the last signatory below.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of this _____ day of _____, 2025.

VILLAGE OF ORLAND PARK

By: _____

Village President

ORLAND PARK LAKE VENTURES, LLC

By: _____

Authorized Representative

Date: _____, 2025

Date: _____ 2025