ORLAND PARK

DEVELOPMENT SERVICES DEPARTMENT
14700 RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462
708-403-5300
www.orlandpark.org

Permit # ________________

SPECIAL EVENT - TENT RULES & REQUIREMENTS

- ✓ A site plan is required showing where the tent/event will be set up and the dimensions of the tent.
- ✓ The tent shall not obstruct any accessible parking spaces, fire lanes, fire hydrants or fire department connections.
- ✓ A flame resistant certificate per NFPA 701 or ASTM E 84 by an acceptable testing laboratory for tents in excess of 400 square feet.
- ✓ If you are leasing your business space, written permission from your landlord is required!
- ✓ Tents are only allowed on the site where your business is located. No off site tents are allowed.
- ✓ A note on the submitted plans stating, "No smoking, no fireworks, no open flames or devices emitting open flame or fire will be used in the tent."
- ✓ A note on the submitted plans stating "a 4A 60BC fire extinguisher will be provided and mounted no higher than 48" above finished floor to the handle."
- ✓ If you are using a tent with the side down, defined exits shall be required to be shown on the plans based on the number of attendants.
- ✓ Occupant load signs will be printed by the Building Division and placed at the tent entrances/exits.

TENT #	SIZE	LOCATION
1.	40' X 180'	South Darvin parking lot
2.	30' x 180'	South Darvin parking lot
3.	30' x 30'	South Darvin parking lot
4.	10' X 60	South Darvin parking lot
5.	10' X 20' (2 Tents)	South Darvin parking lot

DARVIN FURNITURE Appliance
Applicant Printed Name
HAN, D.

Applicant Signature

4-3-25
Date

BUILDING OFFICIAL

ORLAND PARK

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Canopy / Tent Fire Code Requirements

Below are the Code sections from the 2006 International Fire Code for reference only.

2403.8.1 Access. Fire apparatus access roads shall be provided in accordance with Section 503.

2403.8.2 Location. Tents, canopies or membrane structures shall not be located within 20 feet (6096 mm) of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy.

2. Membrane structures, tents or canopies need not be separated from buildings when all of the following conditions are met:

2.1. The aggregate floor area of the membrane structure, tent or canopy shall not exceed 10,000 square feet (929 m2).

2.2. The aggregate floor area of the building and membrane structure, tent or canopy shall not exceed the allowable floor area including increases as indicated in the *International Building Code.*

2.3. Required means of egress provisions are provided for both the building and the membrane structure, tent or canopy, including travel distances.

2.4. Fire apparatus access roads are provided in accordance with Section 503.

2403.9 Anchorage required. Tents, canopies or membrane structures and their appurtenances shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

2403.12.5 Aisle. The width of aisles without fixed seating shall be in accordance with the following:

1. In areas serving employees only, the minimum aisle width shall be 24 inches (610 mm) but not less than the width required by the number of employees served.
2. In public areas, smooth-surfaced, unobstructed aisles having a minimum width of not less than 44 inches (1118 mm) shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot (305 mm) of aisle width for each 50 persons served by such aisle at that point.

2403.12.6 Exit signs. Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves an occupant load of 50 or more.

2403.12.6.1 Exit sign illumination. Exit signs shall be of an approved self-luminous type or shall be internally or externally illuminated by luminaires supplied in the following manner:

1. Two separate circuits, one of which shall be separate from all other circuits, for occupant loads of 300 or less; or
2. Two separate sources of power, one of which shall be an approved emergency system, shall be provided when the occupant load exceeds 300. Emergency systems shall be supplied from storage batteries or from the on-site generator set, and the system shall be installed in accordance with the ICC *Electrical Code.*

2404.3 Label. Membrane structures, tents or canopies shall have a permanently affixed label bearing the identification of size and fabric or material type.

2404.4 Certification. An affidavit or affirmation shall be submitted to the fire code official and a copy retained on the premises on which the tent or air-supported structure is located. The affidavit shall attest to the following information relative to the flame propagation performance criteria of the fabric:

1. Names and address of the owners of the tent, canopy or air-supported structure.
2. Date the fabric was last treated with flame-retardant solution.
3. Trade name or kind of chemical used in treatment.
4. Name of person or firm treating the material.
5. Name of testing agency and test standard by which the fabric was tested.

2404.6 Smoking. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted in accordance with Section 310.

2404.7 Open or exposed flame. Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet (6096 mm) of the tent, canopy or membrane structures while open to the public unless approved by the fire code official.

2404.11 Clearance. There shall be a minimum clearance of at least 3 feet (914 mm) between the fabric envelope and all contents located inside the tent or membrane structure.

2404.12 Portable fire extinguishers. Portable fire extinguishers shall be provided as required by Section 906.

2404.15.6 Outdoor cooking. Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet (6096 mm) of a tent, canopy or membrane structure unless approved by the Fire Code Official.

Blue Peak

Tents | Structures | Flooring | Power | Customization

Rental & Services Contract

650. N. Raddant Road, Batavia IL 60510 ■ P: 630.338.0288 ■ F: 630.749.4216 ■ www.BluePeakTents.com

Customer / Bill To	Deliver To
Darvin Furniture Hanny Diab 15400 LaGrange Rd. Orland Park, IL	Darvin Furniture Hanny Diab 15400 LaGrange Rd. Orland Park, IL

Proposal Date:	1/21/2025
Proposal #:	98180-A
Terms:	Due on receipt
Event Date:	06/15-06/26
Delivery Date:	06/15 (Sun)
Pick-up Date:	06/26 (Thur)
Event:	Sale

Qty	Description	Total
1	40' x 180' White Century Pole Tent	7,920.00
11	8x20 Solid White Tent Sidewall	770.00
11	8x20 Cathedral Window Tent Sidewall	825.00
96	Drilling into asphalt for staking of tent, holes to be plugged upon removal of tent	768.00
1	30' x 180' White Century Pole Tent (May upgrade to Navi Trac Frame tent at no additional cost)	5,940.00
10	8x20 Solid White Tent Sidewall	700.00
11	8x20 Cathedral Window Tent Sidewall	825.00
48	Drilling into asphalt for staking of tent, holes to be plugged upon removal of tent	384.00
1	10' x 60' White Frame Tent	1,200.00
3	8x20 Solid White Tent Sidewall	210.00
4	8x20 Cathedral Window Tent Sidewall	300.00
14	Drilling into asphalt for staking of tent, holes to be plugged upon removal of tent	112.00
1	Composite Lay-Down Tent Floor for 10x60 Tent	1,196.00
1	12x62 Roll; Outdoor Astroturf Floor Covering	706.80
1	30' x 30' White Century Pole Tent	990.00
6	8x20 Solid White Tent Sidewall	420.00
24	Drilling into asphalt for staking of tent, holes to be plugged upon removal of tent	192.00
182	White Tent Stake Caps	364.00
6	Tent Fire Extinguisher	450.00
6	Illuminated Exit Sign	450.00
	Subtotal	24,722.80
	5% EPP	1,236.14
2	Standard Items Delivery, M-F 7am-3pm; per truck	790.00
2	Standard Items Pick-up, M-F 7am-3pm; per truck	790.00
	Sales Tax - Illinois	2,104.22

Proposal pricing good for 30 days from date of proposal. Scope of work and proposal pricing is reflective of supplier pricing, event date, event locaiton, current labor rates. Changes of scope of work may affect pricing.

I, the Customer or authorized representative of the Customer, have been given and read the Terms and Conditionsof the Rental & Services Contract attached hereto and I agree to these terms from Blue Peak Tents, Inc. and these Terms and Conditions are made part of this Contract.

Estimated Total $29,643.16

Signature: Hanny Diab Date: 3/28/25

CUSTOMER RESPONSIBILITIES & TIMELINE

Up to 18 months Prior to Event:

1. Reserve your tent and other necessary rental items as far in advance as possible. This secures time on our schedule, labor, trucks, and rental items for the event/project. Changes can be made to the contract which will adjust price up or down (see Terms and Conditions)

2. To reserve items there is a 33% non-refundable initial payment due by ACH withdrawal, check, wire, or credit card. A second payment of 33% of the balance is due 60 days prior to the event. Final payment is due two weeks prior to the Event. Most payments can be made through our payment portal at www.bluepeaktents.com/payment

Two Weeks Prior to Event:

1. Final counts on items such as tables and chairs are due two weeks before the event. There may be charges for significant cancellations, please see our Terms and Conditions.

2. Final payment of the items is due.

One Week Prior to Event:

1. Make sure the area of the installation is ready when crews arrive. If grass needs to be cut or landscaping needs to be done, please have that completed before crews arrive. Additional fees may be incurred if crews need to wait for installation sites to be ready.

2. Have all private underground utilities and underground obstructions marked for their locations. This includes private gas lines, water pipes, sprinkler lines, drain tiles, septic tanks/fields that were installed by you, the property owner, or previous property owners. These lines will not be marked by our public marking system. It is the responsibility of the customer to properly mark these private lines and Blue Peak is not responsible for damage to private underground systems if not accurately marked. Marking of sprinkler heads does not constitute an accurate marking of sprinkler lines.

   Blue Peak Tents will contact J.U.L.I.E. to mark for all public utilities such as public gas lines, phone lines, water/sewer lines, and power lines.

3. Blue Peak staff will call you between 4-7 days before your scheduled delivery to inform you of the date and time window for installation, usually a 3 hour block of time for arrival. Our crews will also call you when they are on their way to your site, usually 15 minutes to one hour ahead of arrival. We recognize and respect that our customers lead busy lives, however, there are some variables out of our control that may cause delays such as traffic, weather, or problems with a previous installation. We will try to communicate these delays to you, but do ask for as much flexibility as possible on the day of delivery.

When we arrive:

1. Unless otherwise prearranged, there must be a site contact or customer representative on-site and available when our crews arrive and when we finish with the installation.

2. Please have the area cleared & ready when crews arrive. If the event is taking place in a parking lot, please make sure all cars are moved prior to arrival. To keep pricing competitive, we base all deliveries and set-ups as ground level deliveries within 50' of truck access. Any additional time spent waiting for areas to be cleared or excessive carrying of equipment for which we did not accommodate for by sending extra staff, will be assessed an additional charge. **We do not deliver up or down stairways.**

3. Pricing for all orders includes set-up and take-down of all major items, excluding tables and chairs which are the responsibility of the customer, unless otherwise contracted. **We do not set-up, install, or move any items/equipment that which is not owned by us.**

Before we arrive for pick-up:

1. We normally pick-up items 1-3 days after your event. We do not schedule exact pick-up times, however, we will try to communicate with you an approximate pick-up time or try to accommodate for pick-up time requests.

2. Please remove all decorations, lights, and personal items from your tent or event site before we arrive. Any time spent by Blue Peak staff to move or remove personal items will be billed appropriately. We will not be responsible for any damaged or missing items left in the tent upon arrival for removal.

TERMS AND CONDITIONS OF RENTAL AND SERVICES CONTRACT

1. **TERMS AND CONDITIONS GOVERN.** The following Terms and Conditions of Rental and Services Contract ("Terms") shall apply to and govern all transactions and sale of Rental Items and Services (as defined hereinbelow) between Blue Peak Tents, Inc. ("Blue Peak") and Blue Peak's customer ("Customer"). These Terms shall apply to, be made a part of, and are incorporated into all agreements with respect to the rental of certain equipment and related Services from Blue Peak to Customer pursuant to any proposal, invoice, contract, or other document between Blue Peak and Customer including without limitation, any Rental and Services Contract (collectively, "Contract"). In the event of any conflict between any provision of any Contract and these Terms, these Terms shall control.

2. **DEFINITIONS**. The specifics of any and all agreements between Blue Peak and Customer will be set forth in the Contract. Blue Peak shall not be bound and no document will constitute a Contract unless and until such document is accepted by Blue Peak upon Blue Peak's execution of the Contract by its President or his designee (once so accepted, a "Contract"). However, acceptance by Blue Peak of a Contract or performance by Blue Peak is pursuant to these Terms only. The tents, materials and equipment Customer is leasing from Blue Peak, as more fully described on the **Contract**, are the "Rental Item" or "**Rental Items.**" The address(es) of such use, as set forth on the Contract, are the "**Location(s)**". The date or period of such use from the delivery of and return of the Rental Items is the "**Rental Period**." The use of the Rental Items at the Location(s) for the designated Rental Period comprise the "**Event.**" The delivery, installation and removal of the Rental Items by Blue Peak are collectively the "**Services**." The estimated price for use of the Rental Items and the Services is set forth on the Contract ("**Estimated Total**"); the Estimated Total, plus all charges accruing hereunder during the Rental Period and until return of the Rental Items to Blue Peak as required hereunder, is the "**Total**." Estimated Total includes a five percent (5%) (of the Estimated Total, adjusted to 5% of the Total) charge for an Equipment Protection Plan, unless specifically declined by Customer as provided herein, to cover certain accidental damage or loss to Rental Items for which Customer is responsible hereunder for Rental Items, which plan is more fully described in Paragraph 9 below. Customer may decline such coverage by checking the decline box below or notifying Blue Peak in writing that it declines the coverage, as long as Blue Peak receives such notice prior to the delivery of the Rental Items.

3. **PAYMENTS; EFFECTIVE DATE; RENTAL CONTRACT.** Unless waived by Blue Peak in writing, prepayments of Estimated Total ("**Payments**") are required prior to the Event in amounts not less than the following: one-third upon execution of the Contract, an additional one-third sixty (60) days prior to the Event, and the final one-third two (2) weeks prior to the Event. Except as otherwise expressly provided in the Contract, all such Payments are **non-refundable**. Any additional charges for additional Rental Items ordered by Customer and approved by Blue Peak between the final Payment and the Event shall be paid by Customer by credit card prior to the Event. The Contract (and these Terms) shall be effective, and Blue Peak will reserve the Rental Items for the Event, upon receipt by Blue Peak of both of the following: the Contract, signed by Customer; and the initial Payment ("Effective Date"). Pursuant to the Contract (and these Terms), Customer agrees to rent the Rental Items for the Rental Period and to timely pay the Total to Blue Peak for the Rental Period as provided herein, including the Payments when due, until all Rental Items have been returned as required by the Contract (and these Terms), including for all periods extending beyond the Rental Period due to Customer's action or inaction.

4. **LIMITED RIGHT TO REFUND OF PAYMENTS.** The Payments are required to hold the Rental Items for the Customer for the Event. Additionally, following the Effective Date, Blue Peak will commence preparations for the Event, which requires expenditure by Blue Peak of significant time, effort, and costs which are incurred regardless of whether the Customer later cancels the Event. Therefore, all Payments are **non-refundable** except in the following limited circumstances: any initial Payment is **non-refundable** unless Blue Peak receives a written notice terminating the Contract and these Terms within three (3) business days after the Effective Date, and such termination is more than two weeks prior to the Event. The final Payment is **non-refundable** unless Blue Peak receives written notice of cancellation at least three (3) business days prior to the delivery date for the Rental Items. Except for the foregoing, in the event of any cancellation or termination of the Contract (and these Terms) by Customer prior to the end of the Rental Period or the Event, Blue Peak is entitled to retain all such Payments, in addition to Customer's obligation to pay all Total due and all other damages to which Blue Peak is entitled. Customer hereby acknowledges and agrees that, except in the limited circumstances noted above, the Payments are **non-refundable**. Customer further agrees and acknowledges that, unless otherwise agreed in advance by Blue Peak, Payments are non-transferrable between customers, locations, events, and/or rental periods.

5. **CHANGES; CHANGES IN FLOOR COVERINGS**. With Blue Peak's prior written approval not less than two (2) weeks prior to the Event, Customer may add available Rental Items, or remove Rental Items from the Contract; provided, however, that in the event any removal results in reduction of the Estimated Total by more than ten percent (10%), Blue Peak shall be entitled to retain the initial Payment based on the original order plus the entire Estimated Total for the revised order. In all circumstances, the addition of Rental Items shall require an additional Payment to reach the required one-third, two-thirds or full Payment levels. However, no portion of any Payment shall be returned upon a reduction in Rental Items. Floor coverings such as astroturf, Turflawn, hardwood or carpet are custom ordered, and paid for by Blue Peak, for each Event. Upon written request to Blue Peak, Customer may request changes to, or cancel, floor covering products up to ninety (90) days prior to the Event with no cancellation or change fee. Cancellations of floor covering products within 90 days of the Event commencement date cannot be cancelled and are subject to a cancellation fee of 100% of the contracted cost of the flooring product. Customer may request to add Rental Items and/or Services within two (2) weeks of the Event and during the Rental Period which Blue Peak may, at its sole option, agree to provide; however, Customer shall pay Blue Peak for all additional charges for such additional Rental Items and/or Services immediately prior to Blue Peak providing same and such additional charges (which shall be prepaid) shall be deemed to be included in the Total.

6. **PRICING CHANGES; OTHER PAYMENT TERMS**. For any Contract for which the Event is more than six (6) months after the Effective Date, Blue Peak reserves the right to increase the prices set forth in the Contract upon written notice to Customer, provided that any such price increase shall not exceed the greater of: (x) the December to December increase in the CPI-U for the last calendar year for which it has been published by the Bureau of Labor Statistics, or (y) three (3) percent, over pricing in the Contract. If any Payment is not made when due, without waiving Customer's default, Customer shall pay Blue Peak interest equal to 1 percent (1%) per month on any overdue balance until paid in full (including such late fee) but not to exceed any amount allowed by applicable law. Additionally, a three percent (3%) convenience charge will be added to all credit card payments by Customer toward any Payments hereunder except for that portion of the initial Payment which is less than Five Thousand Dollars ($5,000.00).

7. **SELECTION, DELIVERY, INSPECTION AND ACCEPTANCE.** All Rental Items are selected by Customer or Customer's representative for the Event based on Customer's needs and requirements for the Event. Customer or Customer's on-site representative shall be present at delivery to sign for and inspect all Rental Items at the time of delivery and installation and to direct crews as to tent and other Rental Items placement. Customer shall notify Blue Peak in writing upon delivery and inspection of Rental Items (but not later than 24 hours thereafter) of any failure by Blue Peak to deliver the Rental Items in the appropriate quantity or otherwise in a manner consistent with the Customer's order and these Terms. Customer shall provide such notice to Blue Peak if the Rental Items are not consistent with the Customer's order and these Terms, if any of the Rental Items are not in good condition or repair or are damaged, if the Rental Items were not installed or the Services were not provided in a commercially reasonable manner, or if Customer has any questions about operation or use of the Rental Items. If Customer does not timely deliver any such notice to Blue Peak, Customer shall have accepted the Rental Items and such acceptance constitutes Customer's agreement and representation as to all of the following: that the Customer has received all of the Rental Items ordered in the appropriate quantity, that the Rental Items are consistent with Customer's order and in good working order and in good condition and repair; that Customer understands the proper operation and use of the Rental Items, and that the Rental Items were installed and the delivery and installation Services were performed in a commercially reasonable manner. If the Customer or Customer's on-site representative is not present at completion of delivery or installation, Customer waives its right to inspect and reject the Rental Items and delivery and installation Services and instead has accepted the Rental Items and Services and represents that Customer has received all of the Rental Items ordered in the appropriate quantity, that the Rental Items are consistent with Customer's order and in good working order and in good condition and repair; that Customer understands the proper operation and use of the Rental Items, and that the Rental Items were installed and the delivery and installation Services were performed in a commercially reasonable manner.

8. **ADDITIONAL CUSTOMER OBLIGATIONS AND REPRESENTATIONS.**

A. Obtain permits. Customer shall timely obtain all licenses, permits, authorizations and approvals required for the installation and use of the Rental Items for the Event, including without limitation the permission of any owner of the real property on which the Rental Items are installed. Customer acknowledges that the inability to obtain any required permit, license or approval does not excuse Customer's performance hereunder. By accepting the Rental Items upon delivery, Customer represents and warrants to Blue Peak that Customer has obtained all such licenses, permits, authorizations and approvals.

B. Mark private utilities. Prior to the delivery date, Customer shall mark all private utility or other underground lines at the Location, including any underground sprinkler systems, sewer or septic lines, wiring, pipes, or any other interferences.

C. Prepare Location. Customer shall provide a Location free of obstructions such as trees, poles, and the like at the time of delivery. Areas of tent installation must be of adequate size with a minimum of 10 feet of space around the entire perimeter of the tent for staking. Customer will be charged additional fees if Blue Peak staff is required to wait while the Location is cleared.

D. Comply with all applicable laws and regulations. Customer shall use the Rental Items for their intended purpose, in a safe manner, and in accordance with all applicable federal, state and municipal laws, ordinance and regulations which apply to the use of the Rental Items. Customer shall not use, or allow any person to use, the Rental Items in any illegal or unsafe manner, or without using any required safety equipment.

E. Take safety precautions. Customer shall take all necessary precautions for the safety and protection from injury or damage of persons and property while using, occupying or entering and exiting tents or other Rental Items.

F. No repositioning or removal from the Location. Customer shall not move, reposition, or remove any of the Rental Items from the Location.

G. Evacuate in inclement weather. Customer is responsible for monitoring local weather conditions during the Rental Period. Customer shall evacuate tents if the following weather conditions. TENTS SHOULD BE EVACUATED IF SUSTAINED WINDS ARE GREATER THAN 25MPH, WIND GUSTS IN EXCESS OF 40MPH, OR IF LIGHTNING IS DETECTED WITHIN 10 MILES.

H. Obtain insurance. Customer shall obtain and maintain during the Rental Period liability insurance in amounts acceptable to Blue Peaks to cover property damage, death, personal injury, and similar damages relating to Customer's use of the Rental Items at the Location. Customer shall cause Blue Peaks to be named as an additional insured on all such policies. Customer shall provide Blue Peak with certificates and/or endorsements reflecting such coverage upon Blue Peak's request.

I. Accident Reports. If any Rental Items are damaged, lost, stolen, or destroyed, or allegedly fails during an Event or while the Rental Items are being used, maintained or are in the possession of Customer, or if any other property is damaged, or if any person is injured or dies during an Event, Customer shall immediately notify Blue Peak of the occurrence. Customer and its employees and/or agents shall cooperate fully with Blue Peak and all insurers providing insurance under these Terms and shall cooperate in the investigation and defense of any claims. Customer shall promptly deliver to Blue Peak any documents served or delivered to Customer or its employees or agents in connection with any claim or proceeding at law or in equity threatened or commenced against Customer and/or Blue Peak in connection with such occurrence or the Event. In addition, Customer shall indemnify, defend and hold Blue Peak harmless as set forth in Paragraph 15 of these Terms.

J. Remove all personal property prior to return of Rental Items. Customer shall remove all of Customer's personal property, decorations and all items other than Rental Items from the tent(s) prior to the scheduled removal date. Blue Peak is not responsible for lost or missing personal items which were left in the tent. All such items which are not removed shall be deemed abandoned by Customer.

K. Proper care and return of Rental Items. At the end of the Rental Period, Customer shall return all Rental Items to Blue Peak in the same condition in which they were received. Customer shall pay or reimburse Blue Peak for the repair or replacement, as necessary in Blue Peak's sole discretion, of Rental Items which were damaged during the Rental Period or which were not returned to Blue Peak. Damage includes, without limitation, damage due to overturning, overloading, or exceeding rated capacities; breakage; improper use; abuse; or dirtying with, paint, dirt or mud, plaster, ash, concrete, rosin, wax or any other material, or any similar damage.

L. Grant of Right to Enter. Customer hereby grants Blue Peak the right to enter the premises where the Rental Items are located and/or the Location upon prior written notice for the purposes of inspecting the Rental Items, observing their use, or removing them, and Customer hereby waives any claim against Blue Peak for trespass or any other cause of action whatsoever in connection with such entry by Blue Peak.

9. **EQUIPMENT PROTECTION PLAN.** If the Equipment Protection Plan ("EPP")is selected by Customer below, Blue Peak shall waive claims against the Customer for repair or replacement costs for accidental damage, cleaning fees or loss (other than as excluded in this Paragraph) of Rental Items. The EPP does not cover, and Customer at all times remains responsible for: loss or damage due to theft, mysterious disappearance, or shortage disclosed on inventory, damage due to vandalism, or use by Customer of the Rental Items in violation of any of the terms of the Contract or these Terms.

Initial one: __ Accept EPP __ Decline EPP. If Customer fails to check a box, the five percent (5%) EPP charge will be included in the Total.

10. **ASSUMPTION OF RISK OF USE**. Customer agrees and acknowledges that Rental Items, including without limitation, tents, floors, chairs, and power sources, as temporary structures and items, are inherently dangerous, particularly in storms or severe weather. Tents, flooring, chairs and power sources are designed for use in normal weather and ground conditions. Further, Blue Peak has no control over Customer's use or maintenance of the tents, flooring, chairs, power sources or any other Rental Items. By way of example and without limitation, tents may collapse, move, leak, overturn, catch fire or otherwise fail in storms, high winds or other severe weather. Flooring may collapse, break, sink or otherwise fail based upon weather and ground conditions, use by the Customer and its guests including dancing, jumping, and other activities that exert load on the flooring and/or other use or conditions that are out of Blue Peak's control. Any flooring used for dancing may become slippery and cause falls, injury and/or death. Power sources including generators can cause injury or death or may fail. **Customer assumes all risks associated with the Event, the use of the tents, flooring, chairs, power sources and all other Rental Items provided by Blue Peak.** Customer hereby releases and discharges Blue Peak from any and all liability related to the use of the tents, flooring, chairs, power sources or any Rental Items by Customer from any failure of Rental Items during the Event, from the inability to use any of the Rental Items, from the termination of the Event, and from injury or damage sustained during Customer's use of the tent and other Rental Items or otherwise during the Event. Customer assumes all risks, including weather-related risks, involved in holding an outdoor tented event. Blue Peak may endeavor to minimize said risk, however, if the tenting or any other Rental Item becomes unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor or condition beyond Blue Peak's control despite any efforts or lack thereof taken or not taken by Blue Peak, Customer shall be liable for all risks and for payment in full of the Total and all charges. Further, Customer assumes all risk in connection with the placement of Customer's personal property under tents and other Rental Items, and in connection with the installation, placement, and removal of Rental Items. All of the foregoing may result in incidental damage to Customer's real and personal property, including to surfaces on which Rental Items are installed. By way of example, but not limitation, flooring products, full tent floors and dance floors, may cause discoloring or kill grass surfaces or otherwise damage grass under the floor, or may cause cracking, scratches or other damages on or to installed surfaces and equipment used to install or remove Rental Items (including without limitation, forklifts and cranes) may cause damage to grass (including ruts and tire marks), damage to hard surfaces such as driveways and patios (including marking, cracking, and/or staining related to leaked fluids) and other damage. Customer assumes all risk of such damage. Blue Peak is not responsible for returning or restoring any such damaged property to its original state or replacing any such property, and Customer hereby releases Blue Peak from any liability for any such damage, restoration or replacement.

11. **CUSTOMER ACKNOWLEDGMENTS**.

A. Assumption of Risk. Customer acknowledges that it assumes all risk of any loss or damage in connection with the Rental Items and the Event as described in Paragraph 10.

B. Acknowledgment of delivery restrictions. Customer acknowledges that Blue Peak only provides delivery and set up on ground level. Blue Peak does not deliver up or down stairways. Estimated Total is based upon delivery and installation within 50 feet of truck access. Customer will be charged for additional time required for carrying of equipment where such access is not provided.

C. Acknowledgment of installation delay due to conditions or weather. Customer agrees and acknowledges that Blue Peak shall not be required to install Rental Items at any time when rains, wind, etc. makes work unsafe for employees and/or equipment. Blue Peak shall not be required to install in an area that Blue Peak determines, in its sole discretion, to be too muddy, dirty, unsafe, or unfit for the installation. Blue Peak shall not be responsible or liable for any costs or damages incurred by Customer as a result of any such delay.

D. Effect of weather on Contract. If, after delivery, weather conditions either damage the Rental Items or makes the Rental Items unsuitable for use, there will be no refund and Customer shall be still liable for the full contract cost and Total. Customer agrees that in times of hazardous weather it shall permit Blue Peak, in its sole discretion, to delay delivery, installation, and/or use of the Rental Items, or to dismantle and/or retrieve any or all of the Rental Items; provided, however, Blue Peak is under no obligation to do so.

E. No obligation to move Customer's personal property. The Services do not include, and Blue Peak is not liable for, any damage arising from Customer's request, or any implied request, to move Customer's personal property or items, including, but not limited to furniture, vehicles, plants, lights, etc.

F. Blue Peak entitled to Damages. In the event of any cancellation or termination of the Contract and these Terms by Customer prior to the end of the Rental Period or the Event, or the reduction of the Rental Items by more than 10%, retention of non-refundable Payments by Blue Peak as provided above constitutes liquidated damages for Blue Peak's losses in preparation, and do not constitute a penalty; further, the retention of non-refundable Payments is in addition to Customer's obligation to pay all Total due and all other damages to which Blue Peak is entitled.

12. **LIMITED WARRANTIES.**

A. Rental Items: Blue Peak represents and warrants that: (i) it will deliver the Rental Items in the number and meeting the general description set forth on the Contract; and (ii) the Rental Items will be in good working order and repair upon delivery. **Customer agrees and acknowledges that Blue Peak is not the manufacturer, agent of the manufacturer, or supplier for the manufacturer of the Rental Items and therefore Blue Peak is not liable for any defect or failure of the Rental Items.** Blue Peak's sole obligation to Customer is to repair or replace any such Rental Items in the circumstances described below.

B. Services: Blue Peak shall perform the Services in a commercially reasonable manner.

C. **DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN PARAGRAPHS 12.A AND 12.B ABOVE, BLUE PEAK MAKES NO WARRANTY WITH RESPECT TO THE RENTAL ITEMS AND/OR SERVICES. BLUE PEAK EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, OF ANY KIND OR NATURE, WITH RESPECT TO THE RENTAL ITEMS AND/OR SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, THAT THE RENTAL ITEMS WILL MEET CUSTOMER'S NEEDS AND/OR REQUIREMENTS, AND THAT THE RENTAL ITEMS ARE FREE FROM ANY PATENT OR LATENT DEFECTS. BLUE PEAK FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS RELATING TO THE WORKMANSHIP, FUNCTIONALITY, OR CAPACITY OF THE RENTAL ITEMS, INCLUDING WITHOUT LIMITATION, THE LOAD CAPACITY OF ANY FLOORING, PARTICULARLY ANY RAISED FLOORING INSTALLED BY BLUE PEAK.**

D. Customer's Warranty Remedies for Breach of the Limited Warranties. Customer shall inspect the Rental Items upon delivery and the delivery and installation Services upon delivery and installation and shall notify Blue Peak in person at that time of delivery (no later than 24 hours after delivery or installation with respect to Services) of any breach of the limited warranty described in subparagraph A or with respect to the delivery and installation Services set forth in subparagraph B, In the event of such timely notice to Blue Peak, Blue Peak's sole obligation to Customer shall be to use commercially reasonable efforts to repair or replace at Blue Peak's sole option, non-conforming, defective or non-provided Rental Items and/or replacement delivery and installation Services prior to the Event. Customer shall notify Blue Peak in writing within three (3) business days after Blue Peak provides removal Services of any breach of the warranty set forth in subparagraph B with respect to the removal Services. In the event of such timely notice to Blue Peak, Blue Peak's sole obligation to Customer shall be to use commercially reasonable efforts to provide replacement removal Services within a reasonable period (not to exceed three (3) business days) after receipt of Customer's timely written notice. Customer agrees and acknowledges that if it fails to provide timely and proper notice of Blue Peak's breach of its limited warranty with respect to Rental Items, upon delivery, or with respect to Services, as provided herein, the aforesaid limited warranties shall expire. Further, Customer agrees and acknowledges that repair or replacement of defective, non-conforming or non-provided Rental Items or Services within a reasonable period after a timely notice from Customer is Blue Peak's sole obligation hereunder. To the extent permitted by the manufacturer, Blue Peak shall make commercially reasonable efforts to make available to Customer any manufacturer or supplier warranties with respect to Rental Items.

E. Customer's Sole Remedy if Failure of Warranty Remedies. In the event Blue Peak fails to correct an alleged breach of warranty by providing the remedies as set forth in Paragraph 12.D above, Customer's sole remedy shall be to receive a refund of any amount actually paid Blue Peak for the Rental Items or Services which were defective or non-conforming.

13. **POSSESSION/TITLE/RISK OF LOSS**. All Rental Items are owned by and at all times shall remain the property of Blue Peak and/or its vendors. Customer's right to possession of the Rental Items begins with the delivery date and ends with the last to occur of the end of the Rental Period or the scheduled date for Blue Peak's removal of the Rental Items. Customer bears all risk of loss or damage to the Rental Items at all times during Customer's possession of the Rental Items. Customer shall not consent to, allow or permit any liens or encumbrances on the Rental Items. Customer shall promptly (no later than ten (10) days after imposition) pay and discharge all such liens or encumbrances. Upon Customer's default in the discharge of any such liens or encumbrances, Blue Peak may do so and charge all costs of doing so, including attorneys' fees, to Customer, with all such amounts due and payable as Total hereunder.

14. **DEFAULT**. Upon any material breach by Customer, including, without limitation, failure to pay Estimated Total when due, in addition to all other remedies available to it at law or in equity, Blue Peak may, at its sole discretion, upon written notice to Customer, terminate the Contract and these Terms, remove the Rental Items, declare any charges due and payable and initiate legal process to recover monies owed. Customer acknowledges that the Rental Item(s) belong to Blue Peak and Customer hereby authorizes Blue Peak to remove the Rental Items upon written notice to Customer of the removal date. To the extent allowed by applicable law, Customer waives any further notice or legal process to retake or remove the Rental Items. Customer further covenants and agrees not to sue Blue Peak for any claims arising out of or relating to such removal, including without limitation for damage to property or trespass arising out of the removal of the Rental Items.

15. **INDEMNITY/HOLD HARMLESS.** Customer shall indemnify, defend and hold harmless Blue Peak, its owners, officers, directors, employees and agents, from and against any and/or all liability, claims, judgments, and damages of every kind and nature, including without limitation, costs and attorneys' fees, arising out of or related to: any breach of the Contract (and these Terms) by Customer and all third-party claims against Blue Peak arising from or related to (a) the Customer's acts or omissions in connection with the use, maintenance, instruction, operation, or possession of the Rental Items and/or Services, and/or (b) any occurrence at the Event, including without limitation, personal injuries, death or damage to property except to the extent arising solely from Blue Peak's gross negligence or willful misconduct in providing the Services,

16. **LIMITATION OF LIABILITY**. BLUE PEAK SHALL NOT BE LIABLE TO CUSTOMER FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR ANY OTHER DAMAGE ARISING FROM OR RELATING TO THE SERVICES, CUSTOMER'S USE OF THE RENTAL ITEMS, OR THE EVENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL BLUE PEAK'S TOTAL LIABILITY TO CUSTOMER FOR ANY CAUSE OR CLAIM WHATSOEVER EXCEED THE TOTAL ACTUALLY PAID BY CUSTOMER FOR THE DEFECTIVE OR NON-CONFORMING RENTAL ITEMS AND SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, NEGLIGENCE ACTIONS. CUSTOMER AGREES AND ACKNOWLEDGES THAT THIS IS AN ADEQUATE REMEDY. IN NO EVENT SHALL BLUE PEAK BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING OUT OF OR RELATED TO THE CONTRACT AND THESE TERMS, THE SERVICES, THE RENTAL ITEMS, OR THE EVENT.

17. **ATTORNEYS' FEES.** Customer shall be liable for and shall pay all costs incurred by Blue Peak in any litigation by Blue Peak to enforce the Contract (and these Terms) or recover amounts due Blue Peak hereunder, including without limitation attorneys' fees and court costs.

18. **ENTIRE AGREEMENT**. These Terms, including the Contract, represents the entire agreement of the parties with respect to the Services and use by Customer of the Rental Items and Services and supersedes all prior agreements, representations, statements and understandings of the parties, oral or written, including without limitation proposals, purchase orders and all similar documents. These Terms (and Contract) may not be modified without a writing signed by both parties.

19. **NOTICE OF NON-WAIVER/SEVERABILITY**. Any failure of Blue Peak to insist upon strict performance by Customer in regard to any provisions of the Contract and these Terms shall not be interpreted as a waiver of Blue Peak's right to demand strict compliance with all other provisions of the Contract and these Terms or shall be severable so that the enforceability, invalidity or waiver of any provision shall not affect any other provision.

20. **NO ASSIGNMENT**. Customer shall not sell, assign, sublease, or otherwise transfer the Contract (and these Terms) or any right or obligation hereunder, in whole or in part ("Transfer"); any attempted Transfer shall be void and shall be a breach of the Contract (and these Terms).

21. **NOTICES**. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address as set forth herein, or to such other address designated by either party to the other by written notice given pursuant to this sentence.

22. **APPLICABLE LAW; VENUE; JURISDICTION**. Any litigation related to the Contract and these Terms shall be governed by the laws of Illinois without regard to choice of law principles, and jurisdiction and venue for any litigation arising from or related to the Contract and these Terms shall be exclusively proper, if in state court, in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, and if exclusively within the jurisdiction of a federal court, in the U.S. District Court for the Northern District of Chicago, Eastern Division, Chicago, Illinois.

23. **FORCE MAJEURE**. Blue Peak shall not be liable for any termination of the Contract and/or these Terms by Blue Peak or for failure to deliver Rental Items or to render Services if such termination or failure is due to circumstances beyond its control including but not limited to acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, severe weather or acts of local or central government or other authorities or regulatory bodies, natural disaster, terrorism, riot, sabotage, transportation delays, or pandemic. If any termination by Blue Peak or failure to render Services by Blue Peak occurs due to a Force Majeure event, Blue Peak shall return to Customer any initial Payment by Customer.

24. **TERM; TERMINATION; SURVIVAL.** The Contract and these Terms shall terminate on the first to occur of: written notice of termination from Blue Peak to Customer in circumstances permitted by the Contract and these Terms; following payment of all Total for the entire Rental Period and any other charges to Blue Peak in connection with the Event, and the return of all Rental Items; or six months after the Event ("Term"). Terms and obligations set forth in the Contract and these Terms which by their nature survive termination of the Contract and these Terms, including without limitation, Paragraph 8 ("Additional Customer Obligations and Representations"), Paragraph 10 ("Assumption of Risk of Use"), Paragraph 11 ("Customer Acknowledgments"), Paragraph 12 ("Limited Warranties"), Paragraph 15("Indemnity/Hold Harmless"), Paragraph 16 ("Limitation of Liability") and Paragraph 17 ("Attorneys' Fees") shall survive termination.

SUMMARY: RESPONSIBILITY AND RISK OF LOSS FOR THE RENTAL ITEMS REMAINS WITH THE CUSTOMER FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP. Please be sure all Rental Items are secured when not in use and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collections of Total, including for damaged Rental Items, are Customer's responsibility.

IMPORTANT DOCUMENT

Certificate of Flame Resistance

ISSUED BY

ANCHOR INDUSTRIES INC.®

Date of Shipment
7/27/2020

Sales Order #
SO-682021

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described are inherently flame retardant and were supplied to:

80664
BLUE PEAK TENTS
650 N. Raddant Rd.
Batavia IL 60510
USA

FLAME RETARDANT

Registration Number: SNYDER MFG : F-14001.01 & NFPA 701 & ASTM E84 CLA

REGISTERED FLAME RETARDANT
STATE OF CALIFORNIA STATE FIRE MARSHAL

Fabric meets requirements of

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and the application of said chemical was done in conformance with California Fire Marshall Code.

Flame Retardant Process Used Will Not Be Removed By Washing And Is Effective For the Life Of The Fabric

Serial # 8109225 (1)

Description of item certified: CENTURY MATE EXPANDABLE 30W X 30 MIDDLE SNYDER WHITE W/PLATE

SNYDER MFG

Michael L. McKim

Name of Applicator of Flame Resistant Finish

Signed: **ANCHOR INDUSTRIES INC**

IMPORTANT DOCUMENT
Certificate of Flame Resistance

ISSUED BY

ANCHOR INDUSTRIES INC.®

Date of Shipment
7/27/2020

Sales Order #
SO-682021

EVANSVILLE, INDIANA 47725
MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described are inherently flame retardant and were supplied to:

80664
BLUE PEAK TENTS
650 N. Raddant Rd.
Batavia IL 60510
USA

FLAME RETARDANT

Registration Number: SNYDER MFG : F-14001.01 & NFPA 701 & ASTM E84 CLA

Fabric meets requirements of

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and the application of said chemical was done in conformance with California Fire Marshall Code.

Flame Retardant Process Used Will Not Be Removed By Washing And Is Effective For the Life Of The Fabric

Serial # 8109225 (1)

Description of item certified: CENTURY MATE EXPANDABLE 30W X 180 MIDDLE SNYDER WHITE W/PLATE

SNYDER MFG

Name of Applicator of Flame Resistant Finish

Signed: **ANCHOR INDUSTRIES INC**

IMPORTANT DOCUMENT

Certificate of Flame Resistance

ISSUED BY

ANCHOR INDUSTRIES INC.®

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

Date of Shipment
3/6/2018

Sales Order #
SO-653707

This is to certify that the materials described are inherently flame retardant and were supplied to:

80664
Blue Peak Tents
650 N. Raddant Rd.
Batavia IL 60510
USA

FLAME RETARDANT

REGISTERED STATE OF CALIFORNIA STATE FIRE MARSHAL FLAME RETARDANT

Fabric meets requirements of

Registration Number: SNYDER MFG :
F-14001.01 & NFPA 701 & ASTM
E84 CLA

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and the application of said chemical was done in conformance with California Fire Marshall Code.

Flame Retardant Process Used Will Not Be Removed By Washing And Is Effective For the Life Of The Fabric

Serial # 8108985 (1)

Description of item certified: CENTURY MATE EXPANDABLE END 40W X 180 SNYDER WHITE VINYL

SNYDER MFG

Name of Applicator of Flame Resistant Finish

Signed: Vickie Ashby
ANCHOR INDUSTRIES INC

IMPORTANT DOCUMENT

Certificate of Flame Resistance

Issued by

ECONOMYTENT INTERNATIONAL

AN ANCHOR COMPANY

INPLAST CORPORATION
Registration
#F-011.01

MANUFACTURERS OF THE FINISHED PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described are inherently flame retardant and we supplied to:

Blue Peak Tents
1151 Atlantic Dr. #3
West Chicago IL 60185
(630) 362-1176

REGISTERED FLAME RETARDANT
STATE OF CALIFORNIA STATE FIRE MARSHAL

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with the California Fire Marshall Code. All fabric has been tested and passes NFPA 701-99.

Invoice Date: 03/13815
Invoice Number: 106056
Description of item certified:

10' x 60' TRADITIONAL BLOCKOUT COVER

Flame Retardant Process Used Will Not Be Removed By Washing And Is Effective For The Life Of The Fabric

INPLAST CORPORATION
NAME OF APPLICATOR FLAME RESISTANT FINISH

SIGNED: ECONOMY TENT INTERNATIONAL

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

DARVIN FURNITURE & APPLIANCES OF OR

DBA: DARVIN FURNITURE APPLIANCES

19111 DARVIN DR
MOKENA IL 60448-8578

Loc. Code: 099-0013-6-001
Mokena

Will County

Expiration Date:
12/31/2025

Certificate of Registration

Sales and use taxes and fees

(0441-2095)

ILLINOIS REVENUE

Director

OFFICIAL DOCUMENT

Issued Date: 11/01/2024

IDOR-50-A (R-11/23)

BLUEPEA-01 TMCGRATH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Belmont Insurance Brokerage, Inc. 123 N Wacker Drive. Suite 1025 Chicago, IL 60606	CONTACT NAME: Taylor McGrath PHONE (A/C, No, Ext): (773) 560-4186 FAX (A/C, No): E-MAIL ADDRESS: coi@trustbelmont.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Capitol Specialty Insurance Corporation	001960
INSURED Blue Peak Tents Inc. 1020 Olympic Drive Batavia, IL 60510	INSURER B : SECURA Insurance Company	22543
	INSURER C : Crum & Forster Specialty Insurance Co.	
	INSURER D : Siriuspoint America Insurance Company	38776
	INSURER E :	
	INSURER F :	

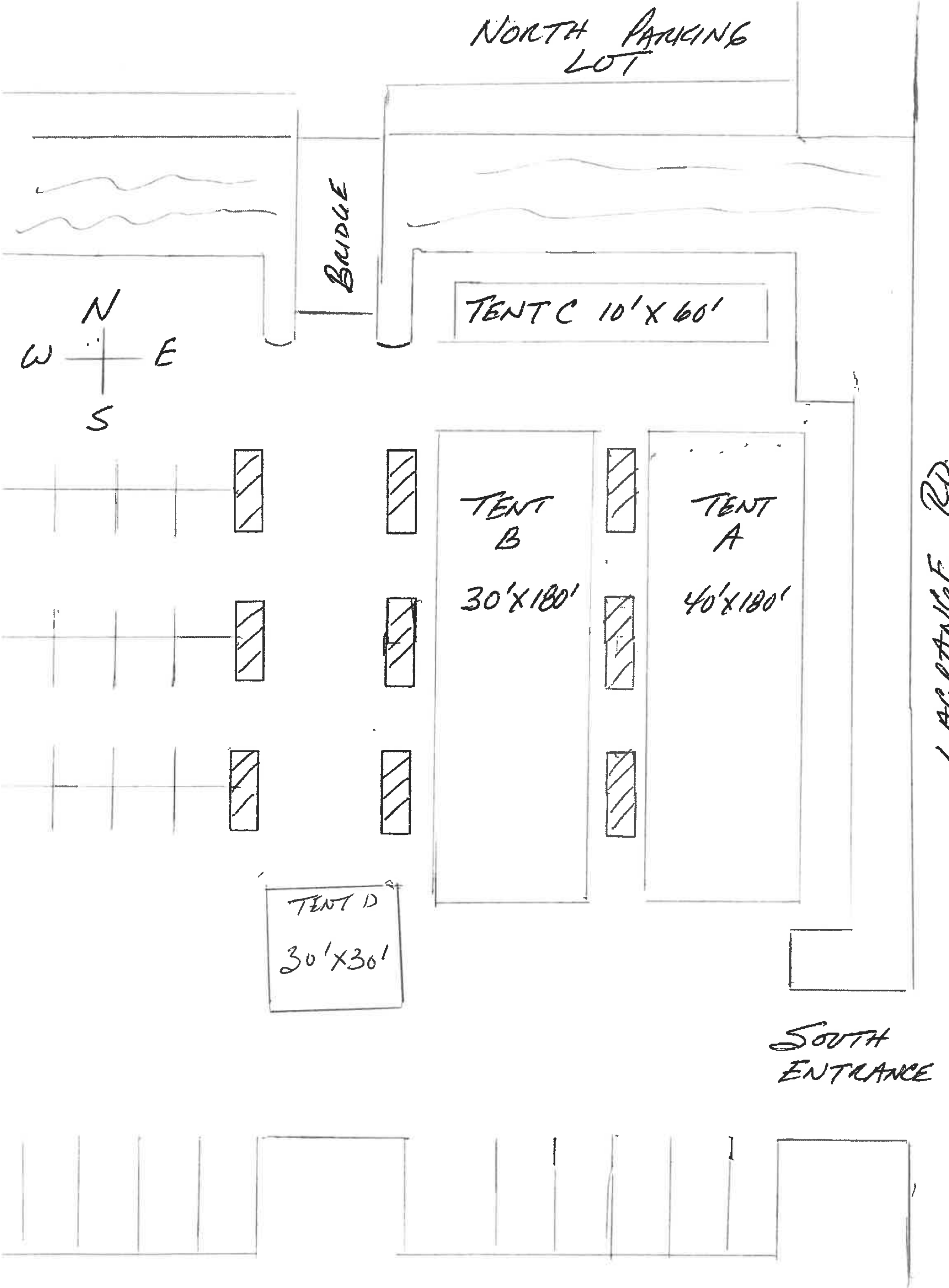
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			BR20240040-02	2/1/2025	2/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 2,500
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			3404506	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			SEO-135374	2/1/2025	2/1/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		INS-WCP0001262-1	2/1/2025	2/1/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

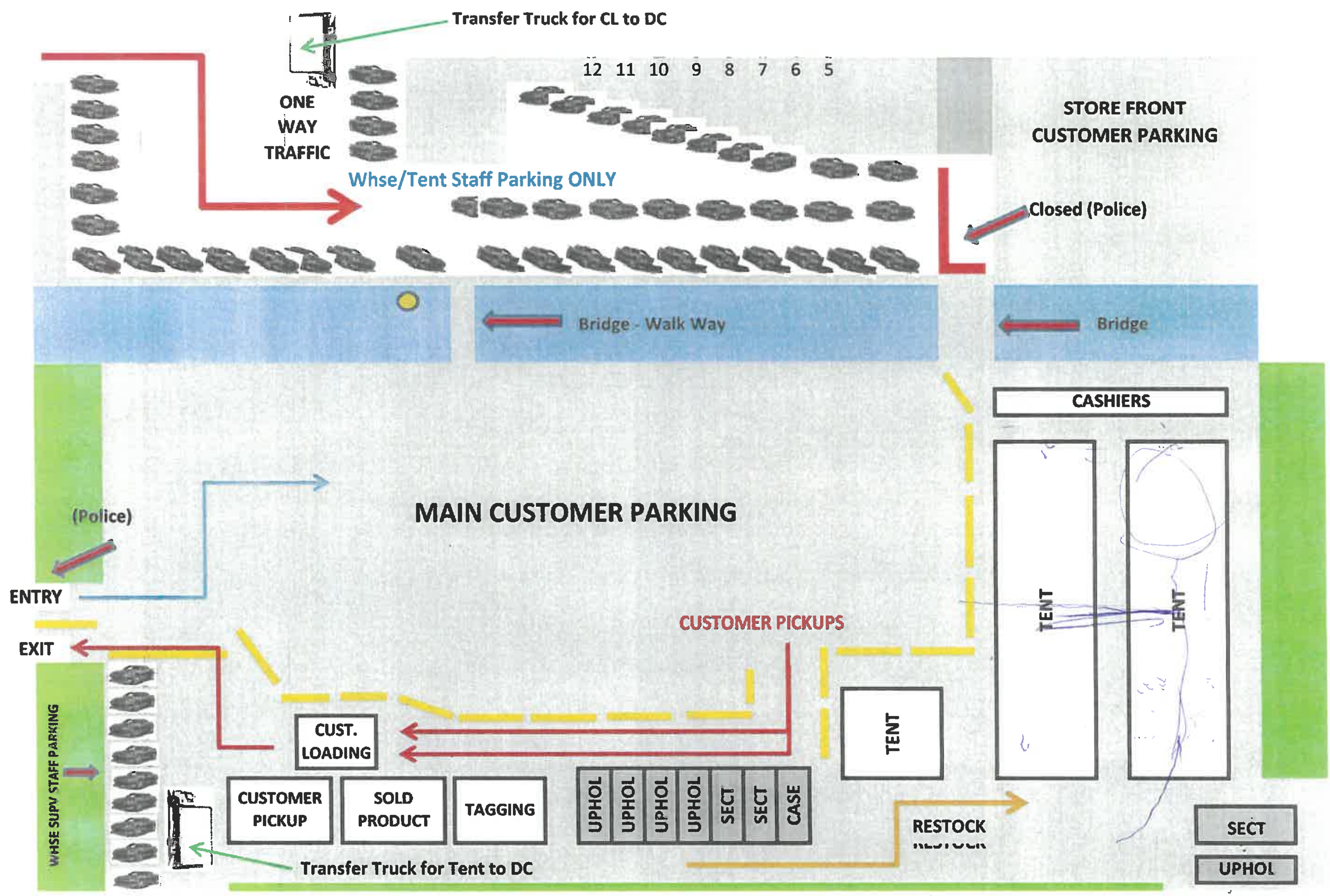
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Darvin Furniture shall be listed as Additional Insured(s) in regards to the General Liability when required under a written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
Darvin Furniture 15400 LaGrange Rd #25 Orland Park, IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE


NORTH PARKING LOT
BRIDGE
N
W
E
S
TENT C 10'X60'
TENT B
30'X180'
TENT A
40'X180'
LAGRANGE RD
TENT D
30'X30'
SOUTH ENTRANCE


40' x 180'
10' x 60'
30' x 180
30'x30'

2025 PROPOSED TENT SALE PARKING/SET-UP



ORLAND PARK

DEVELOPMENT SERVICES DEPARTMENT
14700 RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462
708-403-5300
www.orlandpark.org

SPECIAL EVENT ON VILLAGE PROPERTY
Hold Harmless Agreement

To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless THE VILLAGE OF ORLAND PARK, its related entities, and each of their respective officers, directors, employees and agents ("Indemnitees"), from and against all claims, damages, losses, costs, expenses, judgments and liabilities (including but not limited to attorney's fees, costs and expenses), that may be asserted against or incurred by any of them due to: (a) any real or personal property damage relating to Vendor's occupancy of the Indemnitees' property or any portion thereof, or Vendor's participation of the Event; (b) any accident or injury (including but not limited to personal injury and bodily injury) to any persons (including Vendor's employees), sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use thereof, caused by or in connection with: (i) the performance of any services or the furnishing of any goods, materials, food, beverages or other property upon the indemnitees' property by Vendor; or (ii) any negligent act or omission of the Vendor, its employees, contractors or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them and/or (c) any claim, ruling, and/or decision by any local state and/or federal agency or court that the Indemnitees must pay any tax or any kind because of a ruling that Vendor and/or its employees are employees of the Indemnitees, all regardless of whether or not any such claim, damage, loss, cost, expense, judgment or liability it is caused in part by a party indemnified hereunder.

If Vendor suffers any claims, damages or losses caused by any person or entity engaged by or through or for the benefit of the Indemnitees or any other person or entity, Vendor shall not hold or seek to hold the Indemnitees responsible therefore, but rather, Vendor shall proceed solely against such person or entity causing such claim, damage or loss.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Vendor, its agents and employees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the greatest extend allowed by law.

Vendor's defense and indemnification obligations set forth in the Letter Agreement shall survive the expiration or termination of the Event.

DARVIN FURNITURE
Printed Name of Vendor

Accepted and Agreed: 4-3-23
Date

[signature]
Signature of Vendor

Building Event Official ______________________

Permit #: ______________________ Date ______________

ORLAND PARK
DEVELOPMENT SERVICES DEPARTMENT
14700 RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462
708-403-5300
www.orlandpark.org

Date: 4-3-25

To: Orland Park Village
14700 Ravinia Av
Orland Park, IL 60462

RE: Special Event Insurance and Indemnification

Dear Vendor:

In connection with your participation in Tent Sale ("Event"), maintenance of adequate insurance is a necessary precaution to avoid jeopardizing your, and The Village of Orland Park's operations. In connection with our own insurance program and the operations of the Village, we require all Vendors wishing to participate in the Event to provide evidence of insurance coverages. Therefore, kindly submit to our office a Certificate of Insurance indicating the following coverages and minimum limits. Failure to provide evidence of the following coverages will preclude participation in the Event.

1) Workers Compensation and Occupational Disease Insurance in accordance with applicable state and federal laws, and Employer Liability Insurance with a limit of liability of at least $500,000/$500,000/$500,000. The policy must include a Waiver of Subrogation in favor of the Additional Insureds listed in 2) below.

2) Commercial General Liability Insurance on an occurrence basis with a combined Bodily Injury and Property Damage limit of at least $1,000,000 per occurrence and $2,000,000 general aggregate, and issued by a reputable carrier licensed to do business in the State of Illinois. The policy shall include Products Liability, Broad Form Property Damage, Premises Operations, Contractual Liability and Independent Contractor. The policy shall include an endorsement identifying **THE VILLAGE OF ORLAND PARK, its related entities and their respective officers, directors, employees and agents** as Additional Insureds (via ISO form CG2026 11/85). Coverage for the Additional Insureds must be Primary and Non-Contributory, and must include a Waiver of Subrogation in favor of the Additional Insureds.

3) In the event Automobiles are utilized in any manner in connection with your operations (i.e. deliveries), Comprehensive Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least $1,000,000 Combined Single Limit. The policy must include coverage (either by policy terms or by endorsement) for the Additional Insureds for any liability incurred due to your actions with a covered vehicle.

4) Excess Liability Insurance on an occurrence basis with a limit of at least $2,000,000 per occurrence and $2,000,000 in the aggregate. The policy must be an Umbrella-Follow Form policy and be excess over the coverages listed in A-C above. This coverage may be waived, or limit requirements reduced, but only at the sole discretion of the Village.

5) In the event any alcoholic drinks will be sold or served, Liquor Liability Insurance (i.e. Special Events policy), issued in the names of **THE VILLAGE OF ORLAND PARK, its related entities and their respective officers, directors, employees and agents**, with limits of at least $1,000,000 per occurrence must be procured. Alternatively, your own existing Liquor Liability Insurance policy must extend coverage to your operations at the Event and name **THE VILLAGE OF ORLAND PARK, its related entities and their respective officers, directors, employees and agents** as Additional Insureds on a Primary and Non-Contributory basis.

6) All Risk Property Insurance, on a replacement cost basis, covering all property (belonging to you, your employees or other third parties), all trade fixtures, equipment, stock, merchandise, and all other items of personal property brought onto, kept at or stored upon Village property in connection with the Event. Said policy shall insure against loss or damage by casualties or causes of whatever kind or nature, and shall contain a Waiver of Subrogation in favor of the Additional Insureds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. **Additional Insured by Contract, Agreement or Permit**

   The following is added to **SECTION II – WHO IS AN INSURED**:

   Additional Insured by Contract, Agreement or Permit

   a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

      (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

      (2) Premises you own, rent, lease or occupy; or

      (3) Your maintenance, operation or use of equipment leased to you.

   b. The insurance afforded to such additional insured described above:

      (1) Only applies to the extent permitted by law; and

      (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. **Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. **Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. **Medical Payments – Extended Reporting Period**

a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS,** Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. **Newly Acquired Or Formed Organizations**

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. **Non-Owned Watercraft**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. **Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. **Supplementary Payments Increased Limits**

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. **Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. **Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	$25,000
	- Product Recall Expense Aggregate Limit	$50,000
	- Product Recall Deductible	$500
10.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. **Additional Insured – Broad Form Vendors**

   The following is added to **SECTION II – WHO IS AN INSURED**:

   Additional Insured – Broad Form Vendors

   a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

   b. The insurance afforded to such vendor described above:

      (1) Only applies to the extent permitted by law;

      (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

      (3) Will not be broader than coverage provided to any other insured; and

      (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

   c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

      The insurance afforded to the vendor does not apply to:

      (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

      (2) Any express warranty unauthorized by you;

      (3) Any physical or chemical change in the product made intentionally by the vendor;

      (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Aggregate Limit Per Location

a. SECTION III – LIMITS OF INSURANCE, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS**:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **j.(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;

b. That is not a partnership, joint venture or limited liability company; and

c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **a.** is replaced by the following:

a. **Expected Or Intended Injury**

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

6. **Incidental Malpractice – Employed Nurses, EMT's and Paramedics**

SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. **Mobile Equipment Redefined**

SECTION V – DEFINITIONS, Definition **12.** "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. **Personal Injury – Broad Form**

a. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Paragraph **2. Exclusions,** subparagraph **e.** is deleted.

b. **SECTION V – DEFINITIONS**, Definition **14**, "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS,** Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS:**

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. **Product Recall Expense**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Paragraph **2. Exclusions,** subparagraph **n.** is replaced by the following:

n. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED,** Paragraph **3.**

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

c. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **4. Other Insurance,** subparagraph **b. Excess Insurance,** item **(a)(ii)** is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

d. SECTION V – DEFINITIONS, Definition **9.** "Insured contract", Paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Horton Group
10320 Orland Parkway
Orland Park IL 60467

CONTACT NAME:
PHONE (A/C, No, Ext): 708-845-3000 FAX (A/C, No):
E-MAIL ADDRESS: certificates@thehortongroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Allmerica Financial Benefit Co	41840
INSURER C : Hanover Insurance Company	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DARVFUR-01
Darvin Holding Company
Darvin Furniture & Appliance of Orland Park Inc.
15400 LaGrange Road
Orland Park IL 60462

COVERAGES **CERTIFICATE NUMBER:** 562359344 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	LBCJ40149801	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 1,000						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y		AWCJ40173501	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			UHCJ40149901	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WBCJ40175401	5/1/2024	5/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured on a primary and non-contributory basis with respect to the general liability coverage and primary basis with regards to auto liability only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract.
RE: Tent Sale Additional insured: The Village of Orland Park, its related entities and their respective officers, directors, employees and agents

CERTIFICATE HOLDER

Village of Orland Park
Development Services Department
14700 Ravinia Avenue
Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ORLAND PARK

DEVELOPMENT SERVICES DEPARTMENT
14700 RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462
(708) 403-5300
www.orlandpark.org

DATE RECEIVED: ____________

PERMIT #: ____________

APPLICATION FOR TEMPORARY SIGN PERMIT

APPLICANT INFORMATION

Applicant Name: ____________ Phone Number: 708-226-5250

Company: Darvin Furniture and Mattress Email: hdiab@darvin.com

SITE INFORMATION

Business/Site Name: Darvin Furniture and Mattress Phone Number: 708-460-4100

Address: 15400 S. Lagrange Rd. Email: hdiab@darvin.com

Business Owner: ____________ Phone Number: ____________

Property Owner: ____________ Phone Number: ____________

CONTRACTOR INFORMATION

OFFICE USE ONLY: CL: ____________ BOND EXP: ____________

Sign Contractor: ____________ Phone Number: ____________

Address: ____________ Email: ____________

SIGN INFORMATION

Circumstance: ☐ Coming Soon ☐ Grand Opening ☐ Temporary/Seasonal Use ☐ Other: ____________
☑ Special Event ☐ Store Closing ☐ Prior to Permanent Sign

Duration of Display: Start Date: 06/19/2025 End Date: 06/25/2025 Total Days: 7

Sign Text: Tent Sale

Sign Materials: Vinyl **Sign Colors:** Red and Yellow

Sign Location: ☑ Wall ☐ Ground **Estimated Cost:** ____________

Sign Type: ☑ Banner ☐ Inflatable ☐ Dual Post **Quantity of Signs:** 1

Sign Length: ____________ **Sign Height:** ____________ **Sign Face Area:** 8' X 12'

Tenant Type: ☐ Residential ☑ Non-Residential ☐ Vacant Land **Tenant Frontage (ft):** ____________

Submittal requirements:

- ☐ One (1) color copy of the fully-dimensioned Sign Plan.
- ☐ An aerial image, Plat of Survey, and/or Site Plan with the proposed sign location(s) clearly marked.
- ☐ A copy of written consent from the owner of the building or land.

The Applicant hereby certifies the correctness and completeness of this application and agrees that all signage shall comply with all applicable Village regulations (including Section 6-307 (Signs) of the Land Development Code) and shall be installed in accordance with the approved plans.

Applicant Signature: ____________ Date: ____________

OFFICE USE ONLY: ☐ Application Complete ☐ Verify Occupancy ☐ Approval: ____________ Fee: ____________

8’ X 12’