

## **TEMPORARY LICENSE AGREEMENT**

**THIS PUBLIC STREET/ALLEYWAY TEMPORARY LICENSE AGREEMENT** (hereinafter referred to as "Agreement") is entered into this \_\_\_\_ day of March, 2022, by the Village of Oak Park, an Illinois home rule municipal corporation, (hereinafter referred to as "Village") and **Rare Bird Preserves, Inc. of 211 Harrison Street, Oak Park, IL 60304** (hereinafter referred to as "Licensee").

**NOW THEREFORE**, in consideration of the covenants and agreements stated herein, the Parties agree as follows:

### **SECTION 1. LICENSED PROPERTY.**

1.1. The Village is the owner of certain **public alleyway** located on the **south side of Harrison Street, between Lombard Avenue and Harvey Avenue**, and the Village agrees to grant a license to the Licensee for the use of a portion of the public alleyway (hereinafter referred to as the "Premises") for outdoor dining purposes.

1.2. The Premises shall be and remain the sole property of Village and Licensee shall have only the privilege of use of the part thereof provided in this License Agreement.

### **SECTION 2. TERM OF LICENSE.**

2.1. The Village agrees to make the Premises available to Licensee during the following period of time, unless terminated at an earlier date by either party: **9:00 a.m. on April 6, 2022 through 12:00 p.m. on November 30, 2022** (hereinafter referred to as the "License Period").

### **SECTION 3. LICENSEE'S MAINTENANCE.**

3.1. The Licensee shall be at all times responsible for the maintenance and repair of the Premises of whatsoever kind or nature.

3.2. Licensee shall secure the Premises from access by unauthorized persons.

3.3. The Village and Licensee agree that the Premises shall be delivered "as is."

3.4. Licensee shall not, without the prior written consent of the Village, make any alterations, improvements, or additions to the Premises.

3.5. Licensee shall at all times keep the Premises in good order, condition and repair and clean, sanitary and safe condition (including, but not limited to, doing such things as are necessary to cause the Premises to comply with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies).

3.6. At the expiration of any of the applicable license periods hereby created, Licensee shall surrender the Premises in the same condition as it was at the beginning of the period, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys for the Premises and all keys or combinations for all locks, safes and (or) vaults left in the Premises by Licensee, if any, to the Village at the Village's Notice Address.

3.7. Licensee shall not cause or permit the use, storage, escape, disposal or release of any hazardous substances in or about the Premises.

#### **SECTION 4. INDEMNIFICATION**

4.1. Licensee shall indemnify, hold harmless and defend the Village and its officers, employees and agents from any and all claims, suits, actions, costs and fees of every nature or description arising from, growing out of, or connected with the Premises, or the performance of this License, or because of any act or omission, neglect, or misconduct of Licensee, its employees, agents, contractors or subcontractors, except for the willful and wanton or intentional conduct of the Village. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

4.2. Nothing contained herein shall be construed as prohibiting Village and its officers, employees and agents, from defending, through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. Licensee shall be liable for the costs, fees and expenses incurred in the defense of any such claims, actions or suits.

#### **SECTION 5. INSURANCE.**

5.1. Licensee shall maintain on the Premises at all times during the term of this Agreement a policy or policies of comprehensive premises and operations liability and property damage insurance with not less than \$500,000.00 combined single limit for both bodily injury and property damage which policy or policies shall name the Village as additional insured in a form acceptable to the Village. Said policy or policies shall require three (3) days advance written notice to the Village prior to amendment or cancellation.

5.2. Licensee shall provide the Village with written proof of the insurance required in Section 5.1 above, including a certificate of insurance naming the Village as additional insured prior to the execution of the Agreement and for any of the license periods set forth herein.

#### **SECTION 6. TERMINATION.**

6.1. Licensee may terminate this Agreement upon giving the Village three (3) days written notice of its intent to terminate this Agreement and vacate the premises.

6.2. The Village may terminate this Agreement upon giving the Licensee three (3) days written notice of its intent to terminate this Agreement.

**SECTION 7. ACCEPTANCE OF PREMISES BY LICENSEE.**

7.1. The taking of possession of the Premises by Licensee shall be conclusive evidence as against the Licensee that the Premises are in good and satisfactory condition when possession of the same is taken, latent hidden defects excepted.

**SECTION 8. WAIVER.**

8.1. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the Village or by Licensee shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement.

**SECTION 9. AMENDMENT OR MODIFICATION.**

9.1. Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Agreement.

**SECTION 10. NOTICES.**

10.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To Licensee:**

Elizabeth Madden  
Rare Bird Preserves, Inc.  
211 Harrison Street  
Oak Park, Illinois 60304  
Email: [infor@rarebirdpreserves.com](mailto:infor@rarebirdpreserves.com)

**SECTION 11. CHOICE OF LAW.**

11.1. The laws of the State of Illinois shall apply to the interpretation of this Agreement.

**SECTION 12. LITIGATION EXPENSES.**

12.1. If either Licensee or the Village takes legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to be reimbursed for its costs and reasonable attorney's fees.

**SECTION 13. ENTIRE AGREEMENT.**

13.1. This Agreement constitutes the entire Agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

13.2. This Agreement may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of the Village and Licensee.

**SECTION 14. VENUE.**

14.1. Venue for any action taken by either the Village or the Licensee, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of Cook County.

**SECTION 15. SEVERABILITY.**

15.1. If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

**SECTION 16. NO ASSIGNMENT**

16.1. Licensee shall not assign, transfer or sublet Licensee's interest in this Agreement without the written consent of the Village.

**SECTION 17. BINDING AUTHORITY.**

17.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

**SECTION 18. EFFECTIVE DATE.**

18.1. The effective date of this Agreement as reflected above shall be the date that the Village Manager of the Village of Oak Park executes this Agreement.

**SECTION 19. SECTION HEADINGS.**

19.1. The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

**SECTION 20. COUNTERPARTS.**

20.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

20.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

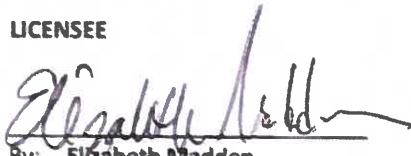
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the days and dates set forth below.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

Date: \_\_\_\_\_, 2022

**LICENSEE**

  
By: Elizabeth Madden  
Its: Owner, Rare Bird Preserves

Date: April 4, 2022