

FACILITIES USE AGREEMENT

This Facilities Use Agreement is between the Illinois Fire Service Institute (IFSI) at the University of Illinois, a body corporate and politic of the State of Illinois, at 11 Gerty Drive, Champaign, IL 61820 ("Illinois") and Oak Park Fire Department, with a principal location at 100 N Euclid Ave Oak Park IL, 60301.

ARTICLE 1: PURPOSE

IFSI desires to obtain access to and permission to use the Oak Park Fire Department parking area at 100 N Euclid Ave Oak Park IL, 60301 for IFSI's temporary use for the "EVENT" described, below.

ARTICLE 2: DESCRIPTION OF EVENT

2.1 **EVENT.** Cancer Risk Study sample collection day.

- EVENT dates: September 28, 2026 through October 2, 2026
- Facilitate parking at address above for IFSI's mobile laboratory trailer for the purpose of sample collection from study participants.

2.2 **Responsibilities of IFSI.** For EVENT IFSI shall:

2.2.1 Make good faith efforts to leave parking areas in same condition as found.

2.3 **Responsibilities of Oak Park Fire Department.** For the EVENT at the Facility:

- 2.3.1 Ensure the Facility is available for IFSI to conduct the work described, above.
- 2.3.2 Provide adequate space to accommodate study participants.
- 2.3.3 Be responsible to secure the Facility after IFSI has notified Facility the event is complete.

ARTICLE 3: TERM AND TERMINATION

3.1 Term. This Agreement takes effect on the date of last signature appearing below and expires on last day of EVENT unless terminated or renewed by the parties. The term, including all renewals, shall not exceed 1 year.

3.2 Renewal Options. The parties may renew this Agreement only by written amendment.

3.3 Termination for Cause. A party will have 10 days (or any longer period agreed to by the aggrieved party) to cure a breach of this agreement after receiving notice of such breach by the aggrieved party. The aggrieved party may consider this agreement terminated without further notice if the defaulting party fails to cure the breach within the prescribed period.

3.4 Termination for Convenience. Either party may terminate this agreement for convenience upon 30 days' prior written notice to the other party.

Article 4: Compensation

4.1 Rate of Compensation. Oak Park Fire Department provides use of the premises at no cost. No compensation is owed by either party.

ARTICLE 5: INSURANCE

During all times relevant to this agreement, IFSI shall maintain the insurance coverages and minimum limits as stated below, and IFSI shall require its commercial general liability insurance carrier to waive their rights of subrogation in favor of Oak Park Fire Department.

Commercial General Liability \$1,000,000 each occurrence; \$2,000,000 general aggregate.

Automobile Liability: \$1,000,000 combined single limits

Workers Compensation – as required by applicable law, with limits not less than (volunteers must be included under coverage):

Coverage A: Statutory

Coverage B (Employer's Liability): \$500,000 each disease; \$500,000 each employee; \$500,000 policy limit

ARTICLE 6: GENERAL PROVISIONS

6.1 Force Majeure. A party is excused from performing its obligations under this agreement when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to natural disasters, strikes, fires, war, terrorism and threats of terrorism, and government actions. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

6.2 Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this agreement is intended to create any association, partnership, joint venture or agency relationship between them.

6.3 Use of Name. Neither Illinois nor Oak Park Fire Department shall use either's name or protected marks for any commercial purpose without advance written consent.

6.4 Headings. Headings in this agreement are intended only to assist with readability and are not substantive.

6.5 Severability. If any provision of this agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the agreement.

6.6 Assignment. Neither party may assign its obligations under this agreement without the prior written consent of the other party.

6.7 Amendments. No modification of this agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

6.8 Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this agreement.

6.9 Equal Opportunity. This agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.

6.10 Waiver. The failure of either party to enforce any provision of this agreement shall not waive the party's right to later enforce the provision or the agreement.

6.11 Non-Exclusivity. This agreement is non-exclusive. Either party may perform the same or similar services for other clients.

6.12 Counterparts/Facsimile Signatures. This agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

6.13 Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting

this agreement.

6.14 Notices. To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

6.15 Limitation of Liability. Neither party to this agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law. Illinois accepts the condition of the premises "as-is," and releases Oak Park Fire Department from liability relating to the condition of the premises. Oak Park Fire Department releases Illinois from liability relating to damages to the premises, provided such damages are the bona fide result of the contract purposes described herein.

Illinois Fire Service Institute

11 Gerty Drive

Champaign, IL 61820

Email: adarnall@illinois.edu

Phone: 217-333-2444

Oak Park Fire Department

100 N Euclid Ave

Oak Park IL, 60301

Email:

Phone:

6.16 Choice of Law. This agreement shall be interpreted by application of Illinois law without regard to its conflict of laws provisions.

6.17 Integration. This agreement with its exhibits, attachments, amendments, and incorporated references constitutes the parties' entire agreement regarding the subject matter.

6.18 Authorized Signatories. The individuals signing this agreement on a party's behalf represent that they have the requisite authority and intent to bind that party to this agreement.

ILLINOIS FIRE SERVICE INSTITUTE

OAK PARK FIRE DEPARTMENT

Aaron Damall, Sr. Assoc. Director for Business

Date

Joseph Terry, Chief

Date