

**PARKING LICENSE AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND ZIPCAR, INC.**

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of June, 2018, by the Village of Oak Park, an Illinois home rule municipal corporation, (hereinafter referred to as "Village") and between Zipcar, Inc., an Delaware corporation authorized to conduct business in the State of Illinois ("Zipcar") (hereinafter referred to as "Licensee") (also collectively referred to as "the Parties").

WHEREAS, Zipcar is a car care company that owns vehicles which persons can use on a rental basis; and

WHEREAS, the Village owns parking spaces located throughout the Village; and

WHEREAS, Zipcar desires to pay the Village for the use of parking spaces for ride share vehicles and the Village has agreed to provide such parking pursuant to this Agreement.

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

SECTION 1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

SECTION 2. LICENSED PROPERTY.

2.1. The Village agrees to provide Zipcar up to ten (10) parking spaces on an as-needed basis at the various locations set forth below (also referred to herein as the "Premises") in the Village for the term of this Agreement as long as the Village owns and maintains the parking spaces at the then current fee established by the Village for 24-hour parking permits. The permits shall be provided pursuant to the Village's Parking Lot Guidelines for the parking spaces, attached hereto and incorporated herein by reference, as amended. The number of parking spaces to be utilized by Zipcar vehicles pursuant to this Agreement shall be within Zipcar's sole discretion up to the ten (10) maximum parking spaces set forth in this section.

2.2. The parking spaces to be provided by the Village pursuant to Section 2.1 above shall be at the follow locations:

2.2.1. Lot 1, 833 South Euclid Avenue;

2.2.2. Lot 34, 300 South Boulevard;

2.2.3. Lot 24, 435 South Taylor Street;

2.2.4. Meters on North Boulevard outside of Lot 10, 1010 North Boulevard; and

2.2.5. Meters on North Boulevard outside of the Avenue Garage, 720 North Boulevard.

2.3. The parking spaces 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. The Village reserves the right to re-assign the parking spaces set forth above to other locations in the Village in its discretion.

SECTION 3. TERM OF LICENSE.

3.1. This Agreement shall commence on its effective date and shall terminate on December 31, 2023 at 11:59 p.m. (referred to as the "License Period").

3.2. Either party may terminate this Agreement upon thirty (30) days written notice to the other party pursuant to the terms set forth herein. The Licensee shall fully vacate the Premises within said sixty (60) days.

SECTION 4. LICENSE CONDITIONS.

4.1. Vehicle Weight. Only motorcycles, passenger cars and motor vehicles with a gross weight at maximum load not exceeding 8,000 pounds shall be permitted to use the parking spaces.

4.2. Parking Regulations. The Village shall issue permits limited by the following restrictions:

4.2.1. Single Space Only; No Protrusions. The Village shall not issue a permit for any vehicle that is too large to fit into a single parking space. No vehicle shall occupy more than one parking space.

4.2.2. Prohibition of Repairs. No vehicles shall be repaired, serviced, or covered while a vehicle is located within the Premises.

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

4.4. Licensee shall not, without the prior written consent of the Village, make any alterations, improvements, or additions to the Premises or do or allow to be done any activity at the Premises that creates a nuisance or disturbs any neighboring landowner or tenant, and it shall comply with all laws and be bound by the terms of all existing easements affecting the Premises.

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

SECTION 5. INDEMNIFICATION.

5.1. 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 Licensee's use of 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.

5.2. 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 6. ACCEPTANCE OF PREMISES BY LICENSEE.

6.1. 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.

SECTION 7. WAIVER.

7.1. 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 8. AMENDMENT OR MODIFICATION.

8.1. 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 9. NOTICES.

9.1. 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:

For the Village:

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

For Licensee:

Rick Kosmacher, Locations Manager
Zipcar, Inc.
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Email: rkosmacher@zipcar.com

9.2. Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

9.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

SECTION 10. GOVERNING LAW.

10.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

SECTION 11. LITIGATION EXPENSES.

11.1. 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 12. ENTIRE AGREEMENT.

12.1. 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.

12.2. 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 13. VENUE.

13.1. 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, Illinois.

SECTION 14. SEVERABILITY.

14.1. 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 15. NO ASSIGNMENT.

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

SECTION 16. BINDING AUTHORITY.

16.1. 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 17. EFFECTIVE DATE.

17.1. 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 18. SECTION HEADINGS AND TITLE.

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

SECTION 19. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

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

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

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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

VILLAGE OF OAK PARK

ZIPCAR, INC.

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2018

Date: _____, 2018

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2018

Date: _____, 2018