

**LICENSE AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND LMC OAK PARK HOLDINGS, LLC**

THIS LICENSE AGREEMENT (hereinafter referred to as "Agreement") is entered into this ____ day of October, 2019, by the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as "Village") and LMC Oak Park Holdings, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as "Licensee").

WHEREAS, Licensee seeks a license from the Village to use the real property legally described and depicted in the area marked in the photograph attached hereto and incorporated herein as Exhibit A and generally located at generally located at 1132 Westgate, Oak Park, Illinois (hereinafter referred to as "Premises") as a pet relief area; and

WHEREAS, the Village specifically finds that it is in the best interests of the Village to allow the Licensee to use the Premises as set forth herein (hereinafter referred to as "License").

NOW THEREFORE, in consideration of the covenants and agreements stated herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1. The above recital is incorporated herein by reference as though fully set forth.

2.0 LICENSE FOR USE OF THE PREMSIES.

2.1. The Licensee shall be permitted to use the Premises defined herein for the sole purpose of a pet relief area.

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

2.3. The Licensee shall comply with all Village rules and regulations applicable to the Premises with regard to the use of the Premises.

3.0 TERM OF AGREEMENT AND TERMINATION.

3.1 The term of this Agreement shall commence at 12:01 a.m. on October 8, 2019 ("Commencement Date") and shall be in effect through 11:59 p.m. on October 7, 2020 ("Initial Term"). The Village shall have the option to renew this Agreement for an additional one (1) year period after the Initial Term with notice to the Licensee from the Village Manager pursuant to Section 10.0 below. If this Agreement is renewed by the Village, it shall automatically renew thereafter for successive one (1) year periods thereafter unless terminated by either party subject to the notice and termination provisions set forth in Section 7.0 and Section 10.0 below.

4.0 MAINTENANCE OF THE PREMISES.

4.1. Except as stated herein, the Licensee shall be responsible for the maintenance of the Premises, including any necessary repairs or resurfacing.

4.2. The Premises shall be delivered "as is."

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

4.4. The Licensee shall at all times keep the Premises in good order, condition and repair and clean, sanitary and in a 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).

4.5. At the expiration of this License, the Licensee shall surrender the Premises in the same condition as it was in on the Commencement Date, reasonable wear and tear and damage by unavoidable casualty excepted and deliver all equipment to the Village.

4.6. The Licensee shall install a refuse receptacle that is contained so that no smells emanate from it subject to the approval of the Village at the Premises with a stand for plastic bags for waste collection. The Licensee shall empty the refuse receptacle every other day at a minimum. The Licensee shall install ground cover at the Premises subject to the Village's approval and shall maintain said ground cover and replace it as necessary to keep the Premises in good order, condition and repair and clean, sanitary and in a safe condition. The Licensee shall not cause or permit the use, storage, escape, disposal or release of any hazardous substances in or about the Premises.

5.0 INDEMNIFICATION.

5.1. The Licensee shall indemnify, hold harmless and defend the Village, its officers, employees, agents and volunteers from any and all claims, suits, actions, costs and fees of every nature or description caused by Licensee arising from, growing out of, or connected with its use of the Premises, or because of any act or omission, neglect, or misconduct of the Licensee, its employees, agents, contractors or subcontractors. 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 the Village, its officers, employees, agents and volunteers, from defending, through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Licensee shall be liable for the costs, fees and expenses incurred in the defense of any such claims, actions or suits.

6.0 INSURANCE.

6.1. The Licensee shall maintain on the Premises at all times during the term of this License, or any renewal thereof, a policy or policies of comprehensive premises and operations liability and property damage insurance with not less than \$1,000,000.00 combined single limit for both bodily injury and property damage.

6.2. The Licensee shall maintain during the term of this License comprehensive automobile liability coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage with not less than \$1,000,000.00 combined single limit for both bodily injury and property damage.

6.3. The Village, its officers, employees, agents and volunteers shall be named as an additional insured on all insurance policies set forth herein. The Licensee shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents and volunteers. The Licensee understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, employees, agents and volunteers as herein provided.

6.4. The Licensee shall provide written proof of the insurance required in Section 6.1 above, including a certificate of insurance naming the Village, its officers, employees, agents and volunteers as additional insureds prior to the Commencement Date of this License. The insurance policies required herein shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the A.M. Best's Key Rating Guide. Said policy or policies shall require thirty (30) days advance written notice to the Village prior to amendment or cancellation. Licensee waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, employees, agents and volunteers.

7.0 TERMINATION.

7.1. Upon a finding of material violation of any Village, State or County code provision, statute or ordinance or a breach of this Agreement by either party, the Village or the Licensee may terminate this License upon giving the other party thirty (30) days' written notice of its intent to terminate this License. The Licensee shall fully vacate the Premises within said thirty (30) days upon notice from the Village, or upon the Licensee's notice of termination of this License.

7.2. This Agreement shall immediately terminate upon the Licensee ceasing to operate its Establishment.

8.0 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 the Licensee shall be deemed to imply or constitute a waiver of any succeeding or other breach under this License.

9.0 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 License shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this License.

10.0 NOTICES.

10.1. All notices required to be given under the terms of this Agreement shall be given by certified or registered mail, personal service, facsimile or electronic transmission addressed to the applicable party as follows:

For the Village:

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

For the Licensee:

Alfredo Chang
The Emerson
1135 Westgate Street
Oak Park, Illinois
Email: Alfredo.chang@liveLMC.com

10.2. 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.

10.3. Notice by email transmission shall be effective as of date and time of email transmission, provided that the notice transmitted shall be sent on business days during business hours (8:30 a.m. to 5:00 p.m. Chicago time). In the event email 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.

11.0 GOVERNING LAW AND VENUE.

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

11.2. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

12.0 LITIGATION EXPENSES.

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

13.0 ENTIRE AGREEMENT.

13.1. This Agreement constitutes the entire agreement with regard to the matters herein 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 the Licensee.

14.0 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 License shall be in the Circuit Court of Cook County, Illinois.

15.0 SEVERABILITY.

15.1. If any of the provisions of this License 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 License.

16.0 NO ASSIGNMENT.

16.1. The Licensee shall not assign, sublet or transfer its interest in this Agreement or the License granted herein.

17.0 SECTION HEADINGS.

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

18.0 BINDING AUTHORITY.

18.1. 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.

19.0 EFFECTIVE DATE.

19.1. The effective date of this Agreement as reflected above shall be the last date that it is executed by one of the parties as reflected below.

20.0 COUNTERPARTS AND SIGNATURES.

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF OAK PARK

LMC OAK PARK HOLDINGS, LLC

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2019

Date: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2019

Date: _____, 2019

EXHIBIT A

