



**TEMPORARY LICENSE AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND AHIMSA YOGA STUDIO, INC.**

THIS PARKING LOT TEMPORARY LICENSE AGREEMENT is entered into this 1st day of July, 2020, by the Village of Oak Park, an Illinois home rule municipal corporation, (hereinafter referred to as "Village") and Ahimsa Yoga Studio, Inc., an Illinois corporation (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 a lot adjacent to its Village Hall parking lot at the northeast corner of Adams Street and Lombard Avenue in the Village of Oak Park, Illinois (hereinafter referred to as the "Premises"). The Village agrees to grant a license to Licensee for use of the Premises for the sole purpose of conducting outdoor yoga classes pursuant to the schedule attached hereto and incorporated herein as Exhibit A. Any changes in the schedule shall be subject to the written approval of the Oak Park Village Manager.

1.2. Said classes shall be subject to the maximum capacity set forth in Exhibit A, and may include goat yoga classes which would entail two (2) small goats that two (2) goat trainers would maintain on a leash that would be brought to persons participating in the classes.

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

1.4. Participants in the yoga classes, instructors and goat trainers may use the Village Hall parking lot located adjacent to the Premises on weekends for parking purposes for the classes and on weekday evenings after 5:00 p.m. At all other times, participants, instructors and goat trainers shall park on adjacent streets while using the Premises for the classes.

SECTION 2. TERM OF LICENSE.

2.1. The Village agrees to make the Premises available to Licensee beginning on July 1, 2020 and shall continue on a month to month basis thereafter through September 30, 2020, unless terminated at an earlier date by either party pursuant to Section 6 of this Agreement (hereinafter referred to as the "License Period") pursuant to the schedule attached as Exhibit A.

2.2. There shall be no charge to the Licensee for the use of the Premises during the term of this Agreement

SECTION 3. LICENSEE'S MAINTENANCE.

3.1. The Licensee shall be responsible to secure the Premises from unauthorized participants.

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

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

3.4. 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), which shall include any clean-up necessary due to the Licensee's use of goats for the classes.

SECTION 4. INDEMNIFICATION

4.1. Licensee shall indemnify, hold harmless and defend the Village and its officers, officials, employees, volunteers 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 or its officers, officials, employees, volunteers and agents. 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, officials, employees, volunteers 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 \$1,000,000.00 combined single limit for both bodily injury and property damage which policy or policies shall name the Village and its officers, officials, employees, volunteers and agents as additional insureds 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 and its officers, employees and agents as additional insureds 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 five (5) 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 five (5) written notice of its intent to terminate this Agreement which shall be provided by the Oak Park Village Manager in the Village Manager's discretion.

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 for the use set forth herein.

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

To Licensee:

kelly merydith, president
ahimsa yoga studio, inc.
441 south blvd,
oak park, il 60302
Email: ahimsaoakpark@gmail.com

10.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

10.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on a business day 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 11. CHOICE OF LAW.

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

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 is July 1, 2020.

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.

**[REMAINDER OF 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 days and dates set forth below.

VILLAGE OF OAK PARK



By: Cara Pavlicek
Its: Village Manager

AHISMA YOGA STUDIO, INC.

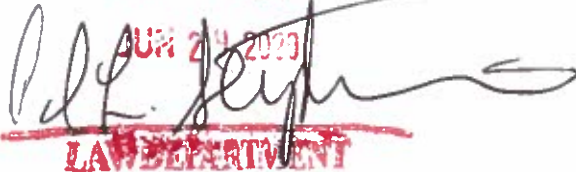


By: Kelly Merydith
Its: President

Date: June 29 2020

Date: June 28, 2020

REVIEWED AND APPROVED
ASTOFORM



JUN 29 2020
LAW DEPARTMENT

EXHIBIT A

YOGA CLASSES SCHEDULE

Monday- Friday:

7:00 a.m. – 8:00 a.m., maximum capacity of 20 persons

9:00 a.m. – 10:00 a.m., maximum capacity of 20 persons

5:00 p.m. – 6:00 p.m., maximum capacity of 20 persons

6:30 p.m. – 7:30 p.m., maximum capacity of 20 persons

Saturday/Sunday:

8:00 a.m. – 9:00 a.m., maximum capacity of 20 persons

9:30 a.m. – 10:30 a.m., maximum capacity of 20 persons

4:00 p.m. – 5:00 p.m., maximum capacity of 20 persons