



**TEMPORARY LICENSE AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND MOMENTA!, INC.**

THIS PARKING LOT TEMPORARY LICENSE AGREEMENT (hereinafter referred to as "Agreement") is entered into this 29th day of August, 2020, by the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as "Village") and Momena!, Inc., an Illinois not-for-profit 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 dance rehearsals in two (2) groups of twelve (12) participants per group on Saturdays beginning on August 29, 2020 between the hours of 1:00 p.m. and 5:15 p.m. and ending on October 3, 2020. Any changes in said schedule shall be subject to the written approval of the Oak Park Village Manager.

1.2. 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 Agreement.

1.3. Participants in the rehearsals may use the Village Hall parking lot located adjacent to the Premises on weekends for parking purposes.

1.4. Licensee shall not have or use amplified music as part of its dance rehearsals authorized pursuant to this Agreement.

SECTION 2. TERM OF LICENSE.

2.1. The Village agrees to make the Premises available to Licensee beginning on August 29, 2020 and shall continue on a month to month basis thereafter through October 3, 2020, unless terminated at an earlier date by either party pursuant to Section 6 of this Agreement (hereinafter referred to as the "License Period").

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).

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 the License Period as 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:

MOMENTA Inc.
605 Lake Street
Oak Park, IL 60302
Email: sarahnajera@momentadances.org

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 August 29, 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

MOMENTA!, INC.



By: Cara Pavlicek
Its: Village Manager

By: Sarah Najera
Its: Executive Director

Date: August 14, 2020

Date: August 10, 2020



MOMEN-1

OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER S. Wolf and Associates, Inc. 2338 W. Morse Chicago, IL 60645	773-754-0849 CONTACT NAME: PHONE (A/C, No, Ext): 773-754-0849 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: Hartford INSURER C: INSURER D: INSURER E: INSURER F:
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INSURED Momenta Dance Co. Sarah Najera 605 Lake St. Oak Park, IL 60302	NAIC #
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	WPP1832307	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	X	X	WPP1832307	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR	X	X	83WECAFOSRU	01/17/2020	01/17/2021	EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	83WECAFOSRU	01/17/2020	01/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rental Equip	X	X	WPP1832307	01/01/2020	01/01/2021	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Oak Park its officers, officials, employees, volunteers and agents is an additional insured with respects to General Liability when required by written contract or agreement, but solely with respect to that organizations liability arising out of the named insured's operations or premises owned by the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Village of Oak Park 123 Madison Street Oak Park, IL 60302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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