

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and George Garifalis (the "Licensor") (cumulatively referred as the "Parties") on July 15, 2021;

**WHEREAS**, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing July 17, 2021, through and including September 4, 2021, from 5:30 p.m. to 10:30 p.m.; and

**WHEREAS**, the events of a Cruise Night require provision of parking facilities for certain participating vehicles in the Village's downtown; and

**WHEREAS**, the Licensor holds title to, or is the possessor of, parking facilities on property located in the Village's downtown legally described as:

Real Property Tax ID 06-07-206-042

and commonly known as 2 W. St. Charles Road (the "Subject Property"); and

**WHEREAS**, the Licensor has authority to, and is willing to, allow certain vehicles as may be designated by the Village to park on the Subject Property during said "Cruise Nights."

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein the Parties agree as follows:

**Section 1:** The Licensor agrees to allow access to vehicles and pedestrians on, over and across the Subject Property for the purpose of parking vehicles as may be designated by the Village, or its authorized agent, without trespass, between the hours of 5:30 p.m. and 10:30 p.m. on the following dates:

July: 17, 24, 31  
August: 7, 14, 21, 28  
September 4

and, further, allows access to the Subject Property for a reasonable period of time subsequent to 10:30 p.m. on each date so that the Village's agents or employees will have time to remove any accumulated refuse or debris generated by the aforesaid use of the Subject Property.

**Section 2:** The Village agrees to return the Subject Property to the Licensor at the close of each of the time periods specified in Section 1 herein in the same or better condition than that in which it was found at the commencement of each of the aforementioned time periods.

**Section 3:** The Village shall indemnify, hold harmless and defend the Licensor, its agents, and employees against any and all liability, losses, damages, actions, claims, demands, lawsuits, judgments, settlements and proceedings of any kind and any costs or expenses, including, but not limited to, reasonable attorney's fees caused by the negligent acts or omissions of the Village, its officers, agents or employees arising out of, connected with, or in any way associated with this License Agreement.

**Section 4:** This License Agreement shall be in effect only for those specific time periods specified in Section 1 herein and may be terminated by either Party on thirty (30) day's prior written notice.

**Section 5:** Notice as required by this Agreement shall be provided by personal delivery or certified mail, return receipt requested, as follows:

For Licensor:           George Garifalis (property owner)  
                                  2 W. St. Charles Road  
                                  Lombard, IL 60148

For the Village:        Scott Niehaus  
                                  Village Manager  
                                  Village of Lombard  
                                  255 East Wilson  
                                  Lombard, Illinois 60148

**Section 6:** This License Agreement is the entire agreement between the Parties and shall not be modified except with the written and signed approval of both Parties.

**Section 7:** No Party may assign the rights, duties or obligations of this License Agreement without the prior written consent of the other Party.


**IN WITNESS WHEREOF,** the Parties have executed this License Agreement on the day and date herein above set forth.

VILLAGE OF LOMBARD:

By:   
Village President

ATTEST:

By:   
Village Clerk

By:   
Deputy Village Clerk

LICENSOR:

By:   
George Garifalis  
Property Owner, 2 W. St. Charles Rd