

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____
Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____

TO : President and Village Board of Trustees
FROM : David A. Hulseberg, Village Manager *DAH*
DATE : August 27, 2008 (COW) (B of T) Date: September 4, 2008
TITLE : Approval of Special Event License for Space for the Recycling Extravaganza
SUBMITTED BY: David P. Gorman, Acting Director of Public Works *DPA*

BACKGROUND/POLICY IMPLICATIONS:

A request to approve a Special Event License for Space with the site sponsor of the Recycling Extravaganza at Northgate Plaza.

FISCAL IMPACT:

This license involves no cost to the Village.

REVIEW (as necessary):

Village Attorney XX (Reviewed by Tom Bayer on 8/13/08) _____
Date _____
Finance Director XX _____
Date _____
Village Manager XX _____
Date *8/13/08*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.





To: David A. Hulseberg, Village Manager

From: David Gorman, PE, Acting Director of Public Works *DAG*

Date: August 27, 2008

Subject: License for Space for the Recycling Extravaganza

Attached is a License for Space to be signed with the site sponsor of the Recycling Extravaganza, which is to be held at Northgate Plaza on September 13th. The License has been reviewed by the Village Attorney.

A simple motion is required for the Village President and Village Clerk to sign the License. I recommend approval. Please submit this item to the Board of Trustees for consideration at the September 4, 2008 meeting.



SPECIAL EVENT LICENSE FOR SPACE

THIS SPECIAL EVENT LICENSE FOR SPACE (the "License") is entered into this day of August, 2008 by and between Village of Lombard (the "Licensor") and Inland Commercial Property Management, Inc. ("the Licensor").

RECITALS

A. Licensor is the managing agent for NORTHGATE-Lombard ("Owner"), the owner of a certain shopping center commonly known as Landings of Lombard located at 1000 Kohling in Lombard (the "Property").

B. Licensee is a non for-profit organization which is in the business of:

C. Licensee is desirous of obtaining a license to use a portion of the Property for conducting the following event which is more particularly described as follows: Regaling ExtraVaganza (the "Event") and Licensor is willing to grant Licensee the right to use a portion of the Property (as described hereinafter) for said purpose on the terms and conditions as contained herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

1. **AGREEMENT TO LICENSE.** Licensor hereby grants a non-exclusive license to Licensee and Licensee hereby accepts such license from Licensor, to use only that portion of the Property in the location and with the approximate dimensions as outlined on Exhibit A attached hereto ("Licensed Property") in order to conduct the Event.

2. **TERM.** The term of this License shall be for a two (2) day period commencing on September 12, 2008, and expiring on September 14, 2008, each day the Event will commence at 9 AM and end at 3 PM ("TERM").

3. **LICENSE FEE.** Licensor will not charge Licensee a fee for the granting of this License, provided, however, Licensee will deposit with Licensor a security deposit in the amount of \$ -0- to secure Licensee's prompt performance of all its duties and obligations hereunder. If Licensee performs and observes all of the terms, conditions and covenants of this License which are required to be performed and observed by it, Licensor shall return the security deposit, or balance thereof then held by Licensor, without interest, to Licensee within five (5) days after (i) the expiration date of the Term or termination of this License or (ii) after Licensee surrenders possession of the Licensed Property in the condition as required by this License as hereinafter provided.

which ever is later. In the event of a default by Licensee in the performance or observance of any of the terms, conditions or covenants of this License, then Licensor may, at its option and without notice, apply all or any part of the security deposit to cure any such default; and if Licensor does so, Licensee shall, upon request, deposit with Licensor the amount so applied so that Licensor will have on hand at all times throughout the Term of this License the full amount of the security deposit. Licensor shall not be required to hold the security deposit in a separate account, but may commingle it with Licensor's other funds.

4. SET-UP. Licensee shall, at its sole cost and expense, be solely responsible for obtaining all required licenses, approvals and permits for the operation of the Event at the Licensed Property. Licensee shall be responsible for the entire cost of the Event. Licensee agrees to keep Licensee's personal property brought onto the Property by or at the request of Licensee or its members in a safe and hazard-free condition. Licensee shall, at its sole cost and obligation, comply with all zoning laws and ordinances, and all other laws, agreements and ordinances governing the conduct and operation of the Event and any declarations, covenants restrictions and rules and regulations affecting the Property. Licensee agrees that it will pay all expenses of the Event promptly when due and will hold Licensor harmless from any loss or damages including consequential damages arising from the failure of the Licensee to do so. As consideration for the grant of this License to Licensee by Licensor and in addition to all of the other requirements of this License, Licensee agrees to fully and completely comply with each and every one of the following covenants:

(A) Licensee must enter and exit the Property through the entrances circled on Exhibit "A" attached hereto and must conduct the Event only in the Licensed Property.

(B) Licensee must commence preparation and set up for the Event on the Property no sooner than am on September 12, 2008 and must complete preparation and set up for the Event no later than am on September 14, 2008

(C) Licensee's Event must be adequately staffed at all times until the Event has ended and the Term expired.

(D) Licensee must keep the Licensed Property and the Property clean and orderly and dispose of all trash in garbage receptacles provided for by Licensee.

(E) Not later than 24 hours after the Event has ended (and notwithstanding that the Term has not yet expired), Licensee must return the Licensed Property to its original clean condition and arrange to repair any holes or other damage caused by the Event. Licensee will use only contractors which have been previously

approved by Licensor to clean up and repair the Licensed Property. The final work done by the contractors must be completed to Licensor's reasonable satisfaction. Licensor retains the right to cause all repairs to be made by its contractors or employees and charge the cost of same to Licensee.

(F) All utilities will be provided by Licensee at its sole cost and expense and in accordance with all laws, ordinances and regulations. Licensee shall not cause or permit any hazardous substances to be brought upon, kept, stored or used in or about the Licensed Property or the Property.

5. TERMINATION BY LICENSOR. Licensor shall have the right to terminate this License and immediately eject Licensee at any time if Licensee defaults in any covenant, term or condition of this License. In addition to the right to terminate as provided above, in the event of Licensee's default Licensor shall also have all rights and remedies as provided by law and in equity and shall be entitled to recover its costs, including attorney's fees incurred to pursue such remedies. The indemnity provision of Paragraph 9 below will remain in full force and effect and will survive any termination of this License by lapse of time or otherwise.

6. QUIET ENJOYMENT. The Event will be conducted by Licensee in such manner as not to interfere with Licensor's use of the Property or with any adjoining or neighboring landowner's use of their property. Licensee shall conduct the Event and control its agents, members, employees, contractors, invitees, and customers in such manner so as not to create any nuisance, or interfere with, annoy or disturb any use of the Property by the Licensor, any other permitted user, occupant, tenant or invitee of the Property.

7. INSURANCE. Licensee agrees to obtain and carry at all times during the Event, and prior thereto if there will be any set-up, at its sole cost and expense, insurance against loss or damage due to persons injured or property damaged, lost or stolen as a result of, directly or indirectly, the conduct or the operation of the Event at the Licensed Property. The insurance must be acceptable to Licensor in its discretion. The amount of liability insurance shall be no less than two million dollars (\$2,000,000.00) per occurrence, and Licensor, the Owner of the Property, its lender, if any, and its land trustee, if any, shall be named as an additional insureds thereunder. Licensee shall also maintain at all such times, Workmen's Compensation Insurance as required by law. Certificates evidencing such insurance, and the policies if requested by Licensor, shall be provided to Licensor prior to Licensee commencing any activities on the Property. The insurance requirements herein are in addition to, and not in satisfaction of, all other rights or causes of action that Licensor may have.

8. TAXES. Licensee shall promptly pay the amount of any tax imposed on the sale of any items and/or the operation of the Event.

- (D) The parties stipulate, anything herein to the contrary notwithstanding, that the Licensee shall be considered only as the holder of a License in the manner provided herein, and in no event
- (C) Time is of the essence of this License and all of the terms and provision thereof.
- (B) The rights and privileges herein granted shall not be exclusive to Licensee and Licensor shall be entitled to give other parties rights, licenses and privileges in such businesses which may be or become competitive with the Licensee's Event as and when Licensor shall deem proper.
- (A) It is understood and agreed that this License is being entered into at the request of and as an accommodation to Licensee. Licensee hereby releases Licensor from any liability or responsibility it may have in connection with Licensee's personal property. Any claims against Licensor based on theft of, or vandalism or damage to, Licensee's personal property and/or sale items by anyone other than Licensor and any injury to the members or guests of Licensee are hereby waived by Licensee. Prior to the Event, Licensee will provide to Licensor waivers and releases of all claims fully executed by each member or employee of Licensee who will participate in the Event. This release will release the Indemnified Parties for all liability, damages and injuries arising from such member's or employee's participation in the Event. Such release will be in form and substance acceptable to Licensor.

11. GENERAL PROVISIONS.

- 9. INDEMNIFICATION AND HOLD HARMLESS. Licensee covenants and agrees that it will save, defend, indemnify and hold Licensor, the Owner of the Property and its land trustee, if any, and all of their respective officers, agents, partners, employees and affiliated companies and all of their respective successors and assigns ("Indemnified Parties") harmless from any and all loss, including consequential damages, claims, liability claims, judgments, awards, liens, settlements, causes of action, damages, injury and expenses (including attorney fees) of every kind and nature whatsoever, resulting from, arising out of, or in any way related to, directly or indirectly, (i) any failure of Licensee to perform any of the Licensee's obligations herein set forth, (ii) the use of this License, or (iii) the conduct or operation of the Event. This indemnification will survive the termination of this License by lapse of time or otherwise.
- 10. DUTIES UPON TERMINATION. Upon termination of this License, whether by lapse of time or otherwise, Licensee will immediately clean up all debts and restore the Licensed Property to broom-clean condition and to the condition it was in before the Event.

shall the Licensee be deemed to be the holder of an easement or holder of any other interest in the Licensed Property or the Property, This License shall not be recorded against the Property or any portion thereof. The License herein contained shall not be assignable or transferable in any manner by the Licensee without the express written approval of Licensor, which may be withheld by Licensor in its sole discretion. Licensor may freely transfer or assign its interest in this License. The Owner of the Property may freely transfer or assign its interest and/or ownership in the Property.

(E) This License shall be construed in accordance with the laws of the State of Illinois.

(F) This License shall be binding upon the respective successors and permitted assigns of the parties hereto. In no event will Licensor and Licensee be deemed to be partners, joint ventures or otherwise in business together.

(G) If any term, condition or provision of this License shall be declared invalid or unenforceable, the remainder of this License, other than such term, condition or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

(H) The provisions of this License may be altered, amended or repealed, in whole or in part, only on the written consent of both parties to the License.

(I) This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(J) This License shall be deemed to have been drafted jointly by the parties and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting of either party.

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Signatures appear on the following page

IN WITNESS WHEREOF, the parties have caused this License to be executed by its duly authorized corporate officers as of the date first above written.

LICENSEE

LICENSOR:

Inland Commercial Property Management,
Inc., as managing agent for the Owner,
Inland Real Estate-Illinois, L.L.C.

By: _____

By: _____

Name: _____

Its: _____

Its: _____