

FACILITIES USE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July, 1995, by and between the Trustees of Schools of Township 36 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois, for use and benefit of Community Consolidated School District N. 146, Cook County, Illinois, as the "Licensor" and the Tinley Park District, hereinafter referred to as the "Licensee".

W I T N E S S E T H :

WHEREAS, pursuant to the Intergovernmental Cooperation Act, the parties desire to enter into this License Agreement; and

WHEREAS, the Licensor is the legal title holder of a certain land parcel situated in the County of Cook, State of Illinois, which parcel is part of a larger property site commonly known as (Address of Property). Such parcel is the paved parking lot situated on School District No. 146 Administration Center site which parcel shall be hereinafter referred to as the "License Premises"; and

WHEREAS, the Licensee desire to utilize the License Premises for the purposes of parking vehicles during the time the School District is not utilizing the License Premises.

NOW, THEREFORE, in consideration of the good and valuable consideration paid by the Licensee to the Licensor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Agreement.

2. The Licensor hereby grants to the Licensee, a temporary license allowing the Licensee to utilize the License Premises subject to the terms and conditions hereinafter set forth, over and upon, the real property described as the License Premises for purposes of allowing persons to park their vehicles while attending Licensee functions and activities. The term of this Agreement shall be for one (1) year from the effective date, which shall be the later of the dates as executed by the parties. The term shall automatically continue year to year, unless the Licensor terminates this Agreement at any time without cause and at its discretion, giving Licensee a 30-day advance written notice.

3. The Licensor shall at its discretion, direct the Licensee to discontinue use of the License Premises at any time the Licensor deems such use inappropriate or inconvenient. The Licensee may utilize the License Premises Monday through Friday after the school hours of 7:00 a.m. to 5:00 p.m., Week-end use of the License Premises shall be allowed upon previous approval by Licensor as to availability.

4. The Licensee shall coordinate its use of the License Premises with the Licensor allowing the Licensor unimpeded use of the License Premises as determined by the Licensor.

5. The Licensee shall provide security within and around the License Premises when the Licensee's vehicles are present within the Licensed Premises.

6. The regulations of the Licensor regarding the prohibition against tobacco products and liquor being brought onto the License Premises are to be strictly enforced by the Licensee.

7. The Licensee assumes full responsibility for any and all damage to or loss of Licensor's property arising from or in any way connected with the use of the License Premises. The Licensee shall repair and/or replace any damaged property of the Licensor promptly, without expense to the Licensor. Licensee shall be responsible to clean-up any debris which is left on the License Premises as a result of use by Licensee during any of its activities or functions.

8. The Licensor, its officers, employees and agents shall not be responsible for damages to property or other loss of property of the Licensee, its employees or agents, nor shall the Licensor, its officers, employees or agents be held responsible for injuries to any person who enters the License Premises as a result of the Licensee's use of the License Premises.

9. The Licensee shall assume the defense of, and indemnify and save harmless the Licensor and each and every officer, employee

and agent thereof, from any and all loss, liability, or damage from all suits, actions, damages or claims of every name and description, to which the Licensor or any of its officers, employees, or agents, may incur or be subject or put by reason of injury to persons or property in the use by the Licensee of the License Premises or resulting from the negligence or carelessness on the part of the Licensee, its officers, employees, agents or subcontractors in the use of the License Premises; or by or on account of any act or omission of the Licensee, its officers, employees, agents or subcontractors, including, but not limited to, any failure to fulfill the terms of or comply with all laws and regulations which apply to this Agreement.

10. The Licensee shall be solely and completely responsible for conditions of the License Premises, including safety of all persons and property during use of the License Premises.

11. The Licensor hereby reserves the right to use the License Premises in any manner deemed appropriate by the Licensor.

12. The Licensee shall name the Licensor as additional insured on the Licensee's Comprehensive General Liability Policy which policy or policies shall include the License Premises.

13. Neither the Licensor nor any of its officers, employees, or agents assume any responsibility for collecting indemnity from

any person or persons causing damage to the Licensee, its officers, employees, agents or subcontractors.

14. The License shall be responsible to procure any and all governmental permits or approvals, if required, to use the License Premises.

IN WITNESS WHEREOF, the parties have executed or have caused this instrument to be executed by their duly authorized representative to execute the same.

ATTEST:

TRUSTEES OF SCHOOLS OF TOWNSHIP  
36 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN,  
COOK COUNTY, ILLINOIS

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Date:  
\_\_\_\_\_

ATTEST:

TINLEY PARK DISTRICT

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Date:  
\_\_\_\_\_

ATTEST:

BOARD OF EDUCATION COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT  
NO. 146, COOK COUNTY, ILLINOIS

\_\_\_\_\_  
secretary

By: \_\_\_\_\_  
President

Date:  
July 27, 1995  
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