

## **PARKING SPACE LICENSE AGREEMENT**

This Parking Lot License Agreement entered into as of the 1st day of January, 2017, by and between THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 532 ("Licensor"), and LAKE COUNTY WORKFORCE DEVELOPMENT ("Licensee") (together, the "Parties").

The following recitals of fact are a material part of this Parking Lot License Agreement (the "Agreement").

- A. Licensor is the owner of the parking garage located at 30 N. Sheridan Road, Waukegan, Illinois ("Garage").
- B. Licensee is a non-profit economic development organization with offices located at 1 N. Genesee Street, Waukegan, Illinois.
- C. Licensee desires to use thirty-three (33) parking spaces in the Garage to be designated by Licensor ("Spaces") for visitor and staff parking purposes.
- D. Licensor wishes to license, and Licensee wishes to receive, a non-exclusive license to use the Spaces, all as more fully set forth below.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of is hereby acknowledged, the Parties agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee and its employees a non-exclusive license to use the Spaces for parking of Licensee's motor vehicles and for ingress and egress by such traffic, between the hours of 7:00 a.m. and 10:00 p.m. from Monday through Friday during the Term of this Agreement. The Licensee will be made aware of other such days the college is observed as closed. The Licensee shall comply with all laws, ordinances, codes, rules, and regulations regarding the Garage and the use thereof.
2. **Term of License.** The term of the license granted hereunder shall be for one (1) year commencing on January 1, 2017 and shall end on December 31, 2017 ("Term"). The Agreement shall continue thereafter on a month-to-month basis until terminated. Either Party may terminate this Agreement at any time for any reason by providing a thirty (30) day notice of termination to the other Party.
3. **Consideration.** Licensee agrees to pay Licensor the sum of Two Thousand Three Hundred Ten Dollars (\$2,310.00) per month for the Spaces ("Payments"), payable in advance, with the first payment due upon the execution of this Agreement, and following Payments due on the 1st of each month thereafter (the "Payment Date"), provided, however, that if the Payment Date shall not lie on a business date, the Payment Date shall be the first business day thereafter. Licensee shall have a grace period of five (5) days after the Payment Date.
4. **Licensee Insurance.** During the term of this Agreement, Licensee shall at its own cost and expense purchase and maintain in full force and effect the following insurance coverages for itself and the additional insureds identified below:

**(1) Coverages:**

- (i) Commercial General Liability Insurance (including but not limited to contractual liability insurance covering, without limitation, the Licensee's indemnification obligations hereunder) in a minimum amount of \$1,000,000 per occurrence whether involving bodily injury liability or death resulting therefrom, or property damage liability, or a combination thereof, with a minimum aggregate of \$2,000,000.

Licensee shall include Licensor by endorsement as an additional insured under its CGL policy. Licensee's insurance shall apply as primary insurance with respect to any negligence its part.

(ii) Comprehensive Automobile Liability including the ownership, maintenance and operation of any automotive equipment owned, hired or non-owned in a minimum amount of \$1,000,000 for each person in one accident, and \$2,000,000 for injuries sustained by two or more persons in any one accident, and property damage liability in a minimum amount of \$1,000,000 for each accident, and which coverage shall insure the Licensee's officers, directors, employees, agents, representatives, contractors and subcontractors of any kinds against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by the Licensee's contractors, or by anyone directly or indirectly employed by any of them. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

(iii) Worker's Compensation Insurance and Employer's Liability Insurance with a minimum limit of \$500,000 in respect of bodily injury, sickness, disease or death of any person resulting from any one occurrence and as required by any employee benefits acts or other applicable statutes; and

(iv) Excess liability or umbrella coverage in the minimum amount of \$5,000,000.

(2) **Additional insureds.** Licensee's coverages shall name the Licensor and its respective trustees, directors, employees, and agents as additional insureds. If Licensor has not been included as an insured under Licensee's CGL and Umbrella Liability Insurance required by this Agreement, the Licensee waives all rights against Licensor, including its officers, directors, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the Garage.

5. **Reservation of Rights.** Licensor shall retain full ownership and control of the Garage and Spaces.

6. **No Transfer by Licensee.** Licensee shall not transfer any of its rights hereunder without Licensor's prior written consent which may be withheld for any reason. Any such assignment made without Licensor's prior written consent shall be void and of no force or effect, and shall entitle Licensor to terminate this Agreement.

7. **Interruption of Use.** Licensor may temporarily interrupt Licensee's use of the Spaces to repair and maintain the Garage, or to make occasional short-term use of the Garage as may be needed to accommodate unusual parking space needs related to Licensor's activities or functions.

8. **Indemnification.** Licensee hereby releases Licensor and its officers, directors, employees and agents (collectively referred to as "Licensor Indemnitees") from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property) including, without limitation, reasonable attorney's fees and litigation costs incurred by Licensor Indemnitees in connection therewith, that may arise from Licensee's or its officers', directors', employees', agents' or invitees' operations on or use of the Garage. Licensee hereby agrees to indemnify, defend and hold the Licensor Indemnitees harmless from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney's fees and litigation costs) incurred by Licensor Indemnitees for injuries to person (including without limitation loss of life) and for damage, destruction or theft of property which is due to any use of the Garage made or permitted by Licensee, or for any act or omission of Licensee, its officers, directors, employees, agents

or invitees. Licensee shall cooperate with Licensor in the defense of any such claims, demands or action, including, without limitation, the employment at Licensee's sole expense of legal counsel satisfactory to Licensor.

**9. Risk of Loss and Safety.** Licensee agrees that vehicles brought onto the Garage pursuant to this Agreement and Licensee's use of the Garage are there at the sole and exclusive risk of Licensee and its users. Licensor has no duty whatsoever to patrol or maintain any security with respect to the Garage.

**10. Licensee Events of Default.** The following events shall be deemed to be events of default by Licensee under this Agreement ("Event of Default"):

**a.** Licensee shall have failed to pay the Payments or any other charge provided herein, or any portion thereof, within thirty (30) days after the same shall be due and payable; and

**b.** Licensee shall have failed to comply with any other material provisions of this Agreement and shall not cure such failure within thirty (30) days after Licensor, by written notice, has informed Licensee of such noncompliance.

Subsequent to an Event of Default pursuant to this Paragraph, Licensor may, by serving five (5) days' written notice upon Licensee following the non-cure thereof, terminate Licensee's right to use the Spaces by any lawful means, in which case this Agreement and the Term hereof will terminate. In such event, Licensor will be entitled to recover from Licensee all damages incurred by Licensor by reason of Licensee's default. If Licensor gives Licensee notice of Licensee's default and/or delivers to Licensee a "Notice of Demand for Payment or Possession" pursuant to the applicable statute (either of which shall hereinafter be referred to as a "Notice of Default"), the Notice of Default will not constitute an election to terminate the Agreement unless Licensor expressly states in the Notice of Default that it is exercising its right to terminate the Agreement.

**11. Integration; Amendment.** This Agreement contains the Parties' entire understanding as to its subject matter, and there are no further or other agreements or understandings, written or oral, between them with respect thereto. This Agreement may be amended only by means of a writing signed by authorized representatives of each of the Parties, specifically referring and attached to this Agreement.

**12. Severability.** The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

**13. Notices.** Any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS or FEDEX, or other overnight messenger service, or by first class certified mail, postage prepaid, return receipt requested. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is delivered to the address required by this Agreement; (b) the date delivery is refused at the address required by this Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service indicates such notice to be undeliverable at the address required by this Agreement. Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be address as follows:

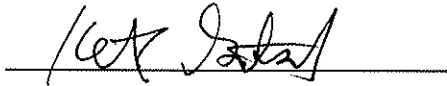
For Licensor: Community College District No. 532  
19351 West Washington Street  
Grayslake, IL 60030  
Attention: Kenneth Gotsch, Vice President for Administrative Affairs

For Licensee: Lake County Workforce Development  
1 N. Genesee Street  
Waukegan, IL 60085  
Attention: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

**Licensors:**      **BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 532,**

By:



Kenneth C. Gotsch  
Vice President, Administrative Affairs  
Treasurer, Board of Trustees

**Licensee:**      **LAKE COUNTY WORKFORCE DEVELOPMENT**

By:

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