
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2021-R-036**

**A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE
80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENANT, LLC**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2021-R-036

**A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE
80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENANT, LLC**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Non-Exclusive License Agreement with Harp 80th Ave TENANT, LLC, a true and correct copy of such Professional Services Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 18th day of May, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of May, 2021, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

AGREEMENT WITH HARP 80TH AVE TENANT, LLC

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-036, "A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE 80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENANT, LLC," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.



VILLAGE CLERK

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and entered into this 18th day of May, 2021 by and between the Village of Tinley Park, an Illinois home rule municipality (the "Village"), and Harp 80th Ave Tenant, LLC ("Licensee").

RECITALS

WHEREAS, the Village owns the Tinley Park-80th Avenue Commuter Station located at 18801 South 80th Avenue, Tinley Park, Illinois 60477 (the "Facilities"); and

WHEREAS, the Facilities include an approximate 740+/- square foot space depicted on Exhibit B (the Licensed Premise) and the adjacent patio; and

WHEREAS, Licensee desires to operate a retail business within the facility, subject to the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits and Agreements referred to therein are incorporated herein as if fully set forth with the same force and effect as if set forth as agreements of the Parties herein.

2. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Village hereby grants Licensee a non-exclusive license for use of the Licensed Premises for the sole purpose of providing the following services: (1) Food and beverage services to commuters, (2) Public and private banquet and catering services, and (3) Public events.

3. Terms and Hours of Operation.

a. The Initial Term of this Agreement shall commence upon the date this Agreement is executed by the Parties (the "Commencement Date"). The Commencement Date shall not be later than July 1, 2021. The term of this Agreement will be five (5) years (the "Initial Term"). This Agreement shall automatically extend an additional five (5) years (the "Renewal Term"), unless either Party delivers written notice of termination no later than 90 days prior to the expiration of the Initial Term.

b. Temporary Days and Hours of Operation. In light of the ongoing COVID-19 pandemic and subsequent reduction in commuter traffic, the Village agrees to permit Licensee to operate the Licensed Premises with adjusted days and hours of operation in the following manner (the "Temporary Operation Schedule"):

Monday through Friday: 5:00 a.m. – 10:00 a.m.

Federal Holidays: Subject to Operator's Discretion.

The Village and Licensee will review the necessity to continue operating the Licensed Premises under the Temporary Operation Schedule on a monthly basis, with the final determination of when to resume Regular Days and Hours of Operation (as defined below) in the Village's sole discretion.

c. Regular Days and Hours of Operation:

Monday through Friday: 5:00 a.m. - 1:30p.m.

Saturday/Sunday: 10:30 a.m. - 1:00 p.m.

Federal Holidays: Subject to Operator's Discretion.

d. It shall be a material breach of this Agreement in the event Licensee fails to operate the Licensed Premises for three (3) or more consecutive business days. Business days shall mean and include Monday through Friday, excluding federal holidays.

4. Fees and Reimbursement.

a. License Formula: Licensee shall pay to the Village a base monthly license fee of \$1,500 (the "Base License Fee"), plus a percentage of Licensee's gross sales computed in accordance with the following formula throughout the term of this Agreement (the "Total License Fee"). The percentage to be paid shall be an amount equal to 2.5% of gross annual sales.

b. Payment Frequency: The amount shall be paid on the 10th of each month at the same time the base license fee is paid.

c. Payment at Execution: The last month's Total License Fee shall be due upon occupancy in the amount of \$1,500.

d. Waiver of Base License Fee: The Village shall waive the first three months' Base License Fees.

e. Verification and Reconciliation: The Licensee shall submit a profit and loss statement which will include the current month's and year-to-date revenues and expenses. It is understood and agreed that gross sales may vary from month to month and that the gross annual sales will be kept on a cumulative basis by the Licensee and provided to the Village with each monthly report of revenues and expenses.

f. Settlements: At the end of each year, an accounting will be made as to the total gross annual sales for the year. Any necessary adjustments shall be made and any appropriate amount paid within thirty (30) days. If Licensee has actually overpaid the amount due, the Village shall refund the excess to Licensee within thirty (30) days.

5. Prohibited Uses and Activities.

- a. Licensee specifically agrees not to use the Licensed Premises and/or Facilities, or any part thereof, for any unlawful and/or immoral purpose and/or business.
- b. Licensee covenants and agrees not to maintain any nuisance in the Licensed Premises and/or Facilities which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said Licensed Premises.

6. Licensed Premises and/or Facilities.

- a. Licensee covenants and agrees to keep the Licensed Premises in a clean, safe, and sanitary condition in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, Counties of Cook and Will, and the United States of America, and all regulatory agencies thereof. Licensee covenants and agrees that it shall abide by all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, Counties of Cook and Will and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises and/or Facilities. In accordance with 49 CFR Part 26.13(a), as amended, Licensee covenants and agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any contract and/or subcontract hereunder. Furthermore, Licensee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as Village and/or Metra deem appropriate.

Licensee further covenants and agrees to comply with the applicable provisions of Metra's Disadvantaged Business Enterprise (DBE) Program and applicable DBE policies, regulations, and requirements relative thereto.

- b. Licensee covenants and agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person shall,

on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for services and/or employment provided by Licensee hereunder, and hereby gives assurance that it will promptly take any measures necessary to effectuate these obligations and undertakings.

- c. The Facilities do not include the north and south parking lots (the "Parking Lots"). Should Licensee desire to utilize the Parking Lots for special events, festivals, etc., it shall seek written approval from the Village, which shall not be unreasonable withheld. Licensee shall be obligated to obtain all required permits related to the use of the Parking Lots pursuant to the Village Code. The Licensee shall be entitled to host up to fifteen (15) days of special events annually in the Parking Lots.

7. Due Diligence. Licensee shall have until the expiration of the Due Diligence Period (as defined below) to evaluate and analyze the feasibility of the Licensed Premises for Licensee's intended use thereof. As used in this Agreement, the term "Due Diligence Period" shall mean the period commencing upon the Commencement Date of this Agreement and ending thirty (30) days thereafter. Licensee shall restore the Licensed Premises to substantially the same condition in which it was prior to such inspections and tests following the completion of its inspections. Buyer shall indemnify, defend, and hold the Village harmless for any claim or damage which may have been caused by Licensee or its representatives entering upon the Licensed Property.

8. Access. Nothing in this Agreement shall restrict the access of any employees, officers, or agents of the Village and/or Metra who have a legitimate need for such access, including but not limited to access to the Licensed Premises to determine Licensee's compliance with the terms and conditions herein and/or as otherwise provided herein.

9. Security. Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all uses and activities of the Licensee contemplated by this Agreement. Licensee shall provide security for the Licensed Premises to the extent it deems necessary, at its expense, provided that access by the Village and Metra is assured and not unreasonably restricted according to the provisions contained herein. Licensee shall communicate to the Village in a timely manner any and all proposed security measures and obtain Village's approval, prior to the beginning of the term of this Agreement. Village agrees to cooperate with any and all reasonable security measures, provided it has sufficient notice to communicate the measures to its employees, volunteers, and elected officials. Village shall not be liable for unauthorized use of the Licensed Premises.

10. Supervision. The Licensee shall exercise full responsibility for the supervision of Licensee's employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "Licensee's Agents") during the term of this Agreement. The Parties agree that neither Village nor Metra has any duty to supervise any person or activity in connection

with the Licensee's use of the Licensed Premises and/or Facilities, including within those areas not specifically identified as part of the Licensed Premises and/or Facilities.

11. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, protect, save, defend, and hold harmless Village and each of its respective officers, officials, directors, employees, volunteers, agents, licensees (excluding Licensee), successors and assigns (the "Indemnified Parties") from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees and court costs, arising from or in any way connected with:

(i) any act, omission, wrongful act or negligence of Licensee, Licensee's Agents, or any of their respective assignees, directors, officers, agents, employees, invitees, customers, patrons, guests, attendees, contractors and/or sub-contractors or of anyone acting on behalf of Licensee;

(ii) any accident, injury or damage whatsoever occurring, growing out of, incident to, or resulting directly or indirectly from the use of the Licensed Premises, whether such loss, damages, injury or liability is contributed by a condition of the Licensed Premises themselves or any equipment thereon, whether latent or patent, or from any other causes whatsoever. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee's, duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

12. Insurance. Licensee and Licensee's Agents shall maintain insurance of the types and in the amounts listed below.

- a. Commercial General and Umbrella Liability Insurance. Commercial general liability ("CGL") and, if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises contemplated by this Agreement. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from the Licensed Premises, operations, independent contractors, products, completed operations, food products (if applicable), fire and legal liability, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Village shall be included as additional insured (collectively, the "Additional Insured") under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them.

- b. **Business Auto and Umbrella Liability Insurance.** Business auto liability (including bodily injury and property damage), and, if necessary, commercial umbrella liability insurance with a limit of not less than \$500,000 combined single limit per accident. Such Insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- c. **Workers Compensation Insurance.** Workers' compensation as required by statute with statutory limits, and employer's liability coverage with limits of not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Additional Insureds have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee and Licensees Agents waive all rights against the Additional Insured for recovery of damages arising out of or incident to use of the Licensed Premises and/or Facilities by Licensee or Licensee's Agents or any of them.

- d. **General Insurance Provisions.**

- i. If the Additional Insured have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Licensee and Licensee's Agents waive all rights against the Additional Insured for recovery of damages arising out of or incident to use of the Licensed Premises and/or Facility by Licensee or Licensee's Agents or any of them.

- ii. **Evidence of Insurance.** Prior to the beginning of the term of this Agreement, Licensee shall furnish Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above (including certificates of insurance for Licensee's Agents and additional insured endorsements). Failure of Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Licensee and Licensee's Agents to maintain such insurance. Village shall have the right, but not the obligation, of prohibiting Licensee and Licensee's Agents from occupying the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.

iii. Each insurance policy required under this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to Village.

iv. Insurers. For insurance companies which obtain a rating from AM. Best, that rating should be no less than A VIII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VIII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

v. Cross-Liability Coverage. If Licensee and/or Licensee's Agent's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Licensee and Licensee's Agents may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and/or any of the respective officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

13. Modification of Improvements. During the Due Diligence Period, Licensee may request certain modifications and improvements to the License Premises, which shall be subject to the Village's sole approval. Thereafter, no modification or alteration of the Licensed Premises shall be made by Licensee without the prior written approval of the Village, which Village may withhold in their sole and absolute discretion and compliance by Licensee with all other terms of this Agreement. Licensee shall pay for all such modifications and alterations.

14. Non-Discrimination. Licensee agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services, use of the Licensed Premises, and/or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service and/or otherwise in violation of any applicable federal, state, and/or local law.

15. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to the Village arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Village for any purpose whatsoever.

16. Restoration. Upon the expiration or termination of this Agreement, Licensee shall cause the Licensed Premises and Facilities to be restored to the same condition in which it existed at the time of the execution of this Agreement, including but not limited to the removal of any and all signs placed on the Licensed Premises and/or Facilities by or on behalf of Licensee, the removal of all debris from the Licensed Premises, and repair of any damage to the Licensed Premises and/or Facilities attributable to Licensee and/or Licensee's Agents and/or otherwise arising from use of the Licensed Premises and/or Facilities by Licensee and/or Licensee's Agents ("Restoration Work").

17. No Waiver of Immunities and/or Privileges by Village. This License Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party, other than Licensee's indemnification and insurance obligations relative to Metra, RTA, NIRCRC, and their respective officers, officials, employees, directors, agents, licensees, successors and assigns required herein. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of Village, Metra, RTA, NIRCRC, and/or any of their respective officials, officers, volunteers, employees, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

18. Metra Agreements. Village is a party to an agreement with Metra as related to the Tinley Park - 80th Avenue train station, which is available for review at the Tinley Park Village Hall. Licensee and Licensee's Agents shall comply with all of the terms, conditions, requirements and restrictions set forth in the Metra Agreements, and any breach of any such term, condition, requirements, and/or restrictions of the Metra Agreements or any of them, shall be a material breach of this Agreement.

19. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/or Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Licensee and/or Licensee's Agents, in violation of this paragraph, results in contamination of the Licensed Premises and/or Facilities, Licensee shall pay for all actual costs of clean up and shall indemnify and hold harmless the Village and Metra and at the Village's option, defend the Village and Metra, and their respective employees, directors, affiliates, agents, volunteers, officers, officials, licensees (excluding Licensee), successors and assigns from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the Federal Resource

Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee and/or Licensee's Agents create a risk of violation of any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Licensee's duties and obligations to indemnify the Village and Metra shall survive the termination and/or expiration of this Agreement.

20. Liens. Licensee shall keep the Licensed Premises and Facilities free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Village, Metra, RTA and NIRCRC, from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or on behalf of Licensee and/or Licensee's Agents.

21. Premises and Equipment.

- a. Licensee shall have the use of the Licensed Premises along with any fixtures included therein subject to the terms and conditions herein. No other area of the Facilities shall be used except with the prior written permission of the Village, other than as expressly provided herein to the contrary.
- b. Licensee shall use its best efforts to reasonably conserve electric and to use said utilities in a commercially reasonable manner.
- c. Licensee shall pay its own bills for its telephone and internet service, private security cameras, gas used by the kitchen equipment, water and sewer bill and any other future utility costs to Village shall be passed on. Gas, water and sewer will be on its own meter for use solely by the Licensee.
- d. Licensee shall pay its own electric bill for the kitchen portion of the facility. Electric will be paid by the Village for the first year. Licensee will be responsible for electric beginning in the 13th month.
- e. Licensee may install signage inside the Facilities with the prior written approval of Village and Metra, which Village and/or Metra may withhold in their respective sole and absolute discretion, and provided Licensee has procured all necessary sign permits and other approvals therefore from Village. All fees and costs related thereto are to be paid by Licensee.
- f. Trash receptacles shall be supplied by Village. The Village will be responsible for trash removal for the exterior garbage cans and the Licensee will be responsible for trash removal for internal garbage cans.

- g. Licensee acknowledges the Licensed Premises and Facilities are nonsmoking facilities and shall not allow smoking in the Licensed Premises.
- h. An equipment list of Village-supplied kitchen equipment and furniture including common name, model number, warranty and capital equipment replacement schedule is attached hereto and made a part hereof as EXHIBIT C.

22. Licensee Operations.

- a. At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises and all property and fixtures located therein in a clean, neat, orderly, sanitary, and safe condition.
- b. Licensee's provision of food items shall be consistently high in quality and shall, at all times, be sanitary, orderly and sufficient to meet public demand.
- c. Licensee shall employ sufficient and qualified personnel in its operation at the Licensed Premises and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner. Employees may require individual Licensee's personnel to modify their individual behavior, when such Village employees deem necessary in keeping the Licensee's obligations under this paragraph, including, without limitation, rudeness to the public or poor sanitation practices.
- d. Licensee agrees that all food items shall be purchased from reliable and reputable suppliers and, if required by law, all food items will be approved by authorized governmental agencies.
- e. Licensee shall obtain all necessary licenses and permits necessary for Licensee's use and/or operation of the Licensed Premises.

23. Village Responsibilities

- a. The Village shall be responsible for maintaining exterior lighting in the parking lots and on the exterior of the building, as well as the vaulted ceiling lighting within the Facilities.
- b. The Village shall perform exterior window cleaning in the same manner as currently performed at other Village owned facilities.
- c. The Village shall perform interior floor cleaning once a month. Licensee shall, in addition, keep the floor and interior of the Licensed Premises in a clean and safe condition, and otherwise shall be responsible for all maintenance of the interior of the Licensed Premises unless otherwise provided herein. Village shall be responsible for the maintenance of the exterior of the Facility.

24. Termination.

- a. In the event Licensee shall be found in breach or default under any of the provisions of this Agreement, Village may terminate this Agreement if Licensee fails to cure such default within ten (10) days after Village shall have notified Licensee thereof, in writing (the "Cure Period"), provided, however, that if Licensee shall have repeatedly breached or been in default hereunder on previous occasions, Village may terminate this Agreement immediately without affording Licensee an opportunity to cure the breach or default upon written notice to Licensee. Notwithstanding the forgoing, Village may immediately suspend all licenses herein granted in the event Licensee fails to maintain the types and amounts of insurance coverage required herein until Licensee provides documentation to the Village evidencing compliance with said insurance requirements. Village may similarly suspend all licenses granted hereunder in cases of emergency.
- b. Notwithstanding any provisions herein to the contrary, in the event Licensee shall have (i) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (ii) consented to the appointment of a receiver or trustee of all or part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate.
- c. This agreement shall terminate upon thirty (30) days prior written notice by either Party to the other effective at the conclusion of the Term, as defined herein.
- d. Upon termination of this Agreement, Licensee shall yield the Licensed Premises in at least as good of condition as existed prior to the Commencement Date, including the performance of all Restoration Work required herein. Notwithstanding the provisions of this paragraph, all fixtures shall remain on the Licensed Premises as provided herein.
- e. In addition to performing all of Licensee's other obligations set forth in this Agreement, Licensee shall pay to Village an amount equal to 100% of the License Fee for each month, or portion thereof, during which Licensee shall retain possession of the Licensed Premises, or any part thereof, after the expiration or termination of Licensee's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Village on account of Licensee so retaining possession. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Village provided herein or at law or equity.
- f. Either Party may terminate this Agreement without cause by providing the other Party not less than ninety (90) days prior written notice.

25. **Limitation on Village's Damages.** In no event shall Village be liable to Licensee and/or Licensee's Agents for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by Village hereunder.

26. **Assumption of Liability.** To the fullest extent permitted by law, Licensee and Licensee's Agents assume all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Licensed Premises or other Village property by Licensee and/or Licensee's Agents.

Licensee and Licensee's Agents are aware of the risks associated with use of the Licensed Premises and/or other Village property, and Licensee and Licensee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

27. **Taxes.** Licensee acknowledges that the Licensed Premises and Facility are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Licensed Premises and Facility remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the license granted hereunder. In the event, however, (i) this License Agreement or the rights granted under this Agreement, (ii) any sublicense agreement or other grant of use or assignment by Licensee and/or (iii) the use and/or operations of Licensee or any of its sublicensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay Village the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. Licensee shall also pay all other federal, state and local taxes attributable to its operation and/or use of the Licensed Premises. The obligations to pay said taxes shall survive the expiration and/or termination of this Agreement.

28. **IDOR Power of Attorney.** The Licensee shall obtain and provide to Village a power of attorney letter for the release of sales tax information from the Illinois Department of Revenue ("IDOR"). Said power of attorney shall take the form of an "Authorization to Release Sales Tax Information to Local Governments" ("Authorization") in the form and format as prescribed from time to time by the IDOR. A new Authorization form will be provided to the Licensee from time to time whenever the IDOR Authorization requirement have changed or the form may also be obtained directly from IDOR. The completed Authorization form will be provided to the Village Treasurer as soon as possible. In addition to said Authorization, Licensee shall prepare and submit such other or additional form(s) or information as may be required from time to time by the IDOR in order to release sales tax information to Village. Village shall have no responsibility for obtaining the necessary Authorizations and related information from the Licensee. In the event that the sales tax information is not released by the IDOR due to the failure of the Licensee to execute (including properly execute) the necessary Authorization form(s), this License Agreement shall automatically be terminated.

29. No Lease. The Parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee any leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. 29. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. The Licensee shall not assign this Agreement without the prior express written consent of the Village which Village may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

30. Disclaimer. Licensee expressly acknowledges that the Village has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. Licensee accepts use of the Licensed Premises and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

31. Miscellaneous.

- a. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is executed by both Parties, and attached to and made a part of this Agreement.
- b. The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.
- c. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall be brought in the Circuit Court of Cook County, Illinois.
- d. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.
- e. This Agreement may be executed in any number of counterparts, and by the Village and Licensee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- f. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the

parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

- g. Time is of the essence of this Agreement and every provision contained herein.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.
- i. In the event of any conflict between the terms and conditions herein, and the terms and conditions of the Metra Agreements, the more stringent terms and conditions shall be controlling upon Licensee.

32. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Village:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois, 60477
Attention: Village Manager

If to Licensee:

Harp 80th Ave Tenant, LLC
18501 Convention Center Drive
Suite 100
Tinley Park, IL 60477
Attention: Michael Vite

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF TINLEY PARK

By: Michael W. Stoj
Village President

ATTEST

By: [Signature]
Village Clerk

Dated: May 18, 2021

HARP 80TH AVE TENANT, LLC

By: Paul Vito
Title MANAGER

ATTEST

By: Peter Wokel
Title

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the Michael Vite, is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 13 day May, 2021.

Catherine Wold
(Notary Public)



STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the Michael Goltz, is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 18th day May, 2021.

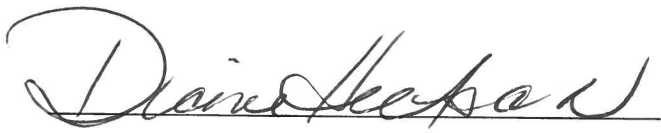
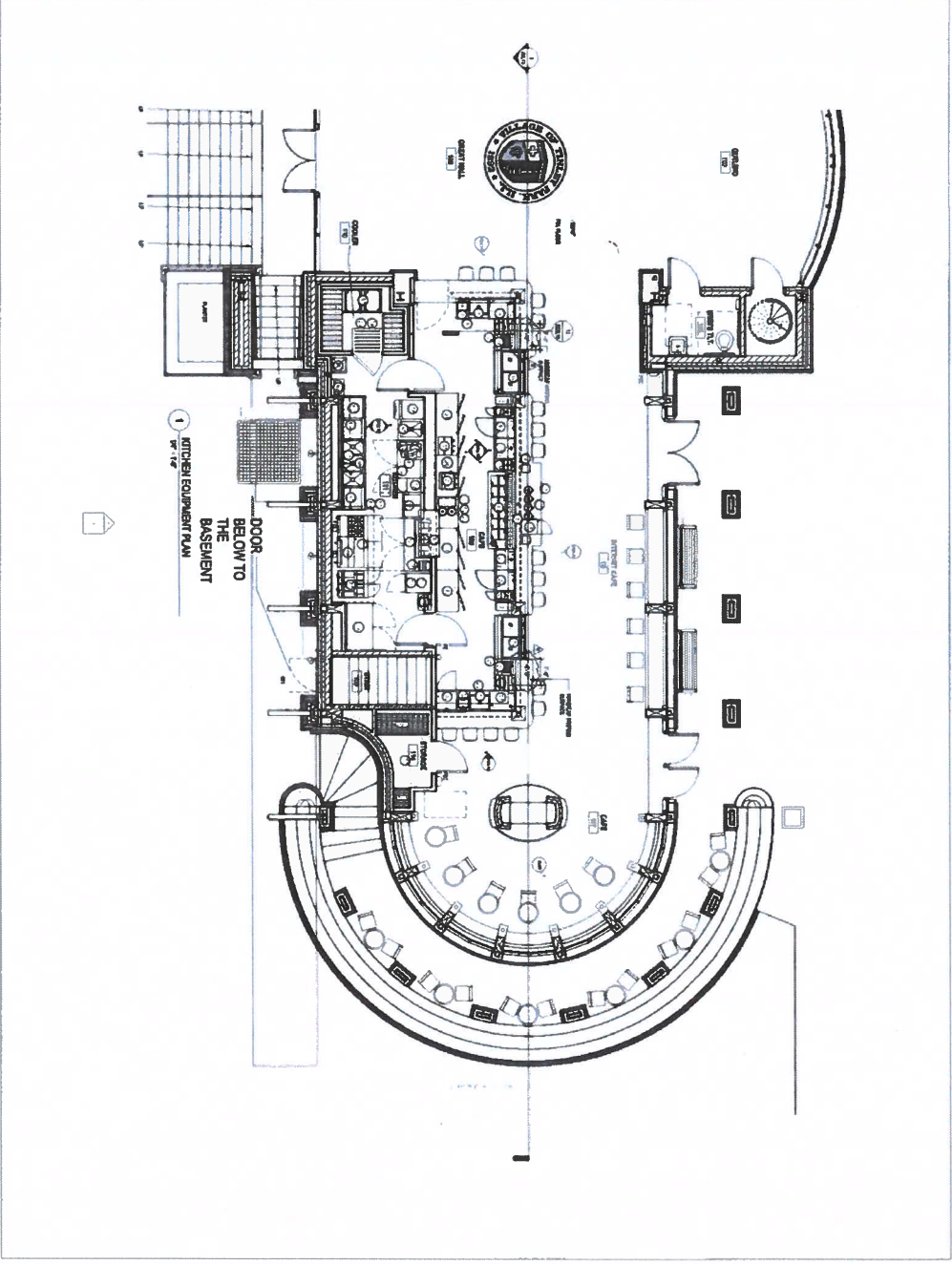

(Notary Public)



EXHIBIT A
LEGAL DESCRIPTION

That part of the West 1900.00 feet of the Southwest Quarter of Section 36, Township 36 North, Range 12, East of the Third Principle Meridian, lying northerly of Timber Drive as per document number 0404118149, lying East of the West 50 feet of said Southwest Quarter, and lying southeasterly of the southeasterly right-of-way of the Chicago, Rock Island. and Pacific Railroad, all in Cook County, Illinois.

EXHIBIT B STATION FLOOR PLAN



Meta
INTERNET SERVICES

1001 100
FLOOR 100 N
1001 100

LEGATYARCHITECTS
1001 100 N
1001 100 N
1001 100 N

KMI
1001 100 N
1001 100 N
1001 100 N

also design group, Ltd.
1001 100 N
1001 100 N
1001 100 N

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
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1001 100
FLOOR 100 N
1001 100

EXHIBIT C
EQUIPMENT & WARRANTY LIST

80TH Avenue Metra Station Inventory List					
Item#	Quantity	Description	Manufacturer No.		
1	4	Coffee & Tea Dispensers	Petco LO-10	None	
2	1	Condiment Stand	Stafford-Smith, Inc	None	
3	1	Microwave Oven	Panasonic #1575	None	
4	1 Lot	Modular Die Walls		None	
5	1 Lot	Counter Tos and Die Panels			
6	1	Blender Station	Glastender #BSA-12	None	
7	1	Underbar Ice chest	Glastender #1BA-24	1 Year-Parts Only	
8	1	Soda Gun		None	
9	1	Corner Drain Board	Glastender#-FC-2430?	1 Year-Parts Only	
10		Un-assigned			
11	1	Bottle Step	Glastender#D818	1 Year-Parts Only	
12	1	Cashier Stand	Glastender#PCB-18	1 Year-Parts Only	
13	1	P.O.S. Register			
14	1	Dual Temp Display Case	Federal #SGR-5042-DZ		
15	1	Hand Sink	Glastender#LH5B-12	1 Year-Parts Only	
	1	Drain Board Cabinet	Glastender#DBC-??	1 Year-Parts Only	
	1	Glass Rack Drain Board	Glastender #DBGA-24	1 Year-Parts Only	
	1	Soda Fountain	To be determined	None	
19	1	Blender Station	Glastender#??	1 Year-Parts Only	
20		Unassigned			
21	1	Glass Rack Drain Board	Glastender #DBGR??	1 Year-Parts Only	
22	1	Drain Board Cabinet	Glastender #DBCA-24	1 Year-Parts Only	
23	1	Hand Sink	Glastender ???	1 Year-Parts Only	
	1	Dual Temp Display Case	Federal #SGR-5042-DZ	None	
25	1	Cashier Stand	Glastender #PCB18	1 Year-Parts Only	
26	1	P.O.S. Register		None	
27	1	Bottle Step	Glastender #LDB-1?	1 Year-Parts Only	
28	1	Corner Drain Board	Glastender #????	1 Year-Parts Only	
29		Soda Gun		None	
30		Unassigned			
31	1	Underbar Ice chest	Glastender #BA-24	1 Year-Parts Only	
	1	Blender Station	Glastender #35A-14	1 Year-Parts Only	
	1	Drain Board Cabinet	Glastender #DBCA-24	1 Year-Parts Only	
34	1	Back Bar Refrigerator	Glastender #8872L5LmmLLL	3 Year Parts/ 1 year labor	
35	1	Tea Brewer	Fetco #TBS-21A	Unlimited 5 year warranty	

36	1	Coffee Brewer	Fetco #C????	Unlimited 5 year warranty	
37	1	Espresso Machine	Espresso #2450Q	Limited 5 Year warranty	
38	1	Back Bar Cabinet	Glasstender #D548-N6-LNNLL	1 Year-Parts Only	
39	1	Back Bar Soup Stand	Custom Millwork	None	
40	2	Drop in Soup Stand	Wells #55 BTD	None	
41	1	Back Bar Refrigerator	Glasstender #8848-R6-LMMRR	1 Year-Parts Only	
42	1	Back Bar Refrigerator	Glasstender #8848-R6-LMMRR	1 Year-Parts Only	
43	1	Pass Over Shelf	Custom Fabricated	None	
44	1	Ice Machine With Bin	Manitowac #QC-0708A	None	
45	1	Preparation Sink	Custom Fabricated	None	
45A	1	Pre Rinse Spray Faucet	Fisher	None	
46	1	Slicer	Globe #385OP	None	
48	1	Base Refrigerator	True #TUC-60	1 Year parts & labor	
49	1	Microwave Oven	Panasonic #1575	3 Years-parts & labor	
50		Unassigned			
51	1	Steam Table	Eagle #DCS2-HFU-C	1 Year	
52	1	Heat Lamp	Hatco #PL-400-PU	None	
53	1	Sandwich Refrigerator	True #TSSU-60-12	1 Year parts & labor	
54	1	Toaster	Toastmaster #HT424	1 Year parts & labor	
55	1	Slow cook oven	Alto-Shaam #1000TH-??	none	
56	1	Heated Cooling Cabinet	ALT-Shaam #1000-S	Lifetime parts on cook & hold heating elements	
57	1	Hand sink	Eagle #HSA-10-FK	None	
58	1	Walk in cooler	Thermo Kool	None	
59	1	Storage Shelving	AMCO	None	
60	2	universal racks		None	
61	1	mop sink		None	
62	1	Hand sink	EAGLE #HSA-10-FK	None	
63	1	Undercounter Dishwasher	Hobart #LXIH	None	
64	1	Pot rack		None	
65	1	Pre Rinse Faucet and Spray	Fisher	None	
66	1	Pot Sink	Custome	None	
67	2	over shelf	Eagle #SWS1224-16/3	None	
68	1	Exhaust Ventilator	Captive Air #ND	None	
69	1	Fire Protection System		None	
70		Unassigned		None	
71	1	Double Oven Range	Wolf #C60SS-4FT36	None	

72	1	Salamander	Wolf #FS-RB36A-IR	2 years on operations Parts	
73	2	Twin Fryers	PTICO#SG14S	None	
74	1	Reach in Freezer	True #TR2F	1 Year parts & labor	
75	1	Remote Carbonator		None	
76	1 Lot	Dry Storage Shelving	(1) 24x60 section -(4) shelves high	None	
77	1	Range Compressor		None	
78		Dry Storage Shelving	(2) sections 24x72-(2) shelves high	None	