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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION  
NO. 2023-R-100**

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**A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE OF  
TINLEY PARK AND TEEHAN'S HS, LLC, TO OPERATE TEEHAN'S TAVERN**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
KENNETH E. SHAW  
COLLEEN M. SULLIVAN  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**VILLAGE OF TINLEY PARK**  
Cook County, Will County, Illinois

**RESOLUTION NO. 2023-R-100**

**A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TEEHAN'S HS, LLC, TO OPERATE TEEHAN'S TAVERN**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to enter into licensing agreements for Village owned properties; and

**WHEREAS**, the Village of Tinley Park ("Village") requires a Lessee to operate Teehan's Tavern at 17329 Oak Park Avenue in the Village; and

**WHEREAS**, the Village previously issued a Request for Qualifications (RFQ) for a Lessee to operate Teehan's Tavern, and the only responsible responder was Teehan's HS, LLC; and

**WHEREAS**, the Village and Teehan's HS, LLC, have negotiated a Lease Agreement (the "Agreement") for Lessee to operate Teehan's Tavern. See Exhibit 1 attached hereto, the Agreement.

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park believe and hereby declare that it is in the best interest of the Village and its residents to approve the Agreement with Teehan's HS, LLC, pursuant to the terms therein.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees hereby approve and adopt the Lease Agreement between the Village and Teehan's HS, LLC, as set forth in Exhibit 1. The Village President, Village Manager and/or their designees are authorized to execute the Exhibit 1 Agreement attached hereto, to and enter into any ancillary agreement documents between Teehan's HS, LLC, and the Village, and to do any and all things deemed necessary to effect the execution and performance of this Agreement as shall be desirable to carry out the intent and purposes of this Resolution, including the preambles to this Resolution.

SECTION 3: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 5<sup>th</sup> day of September, 2023.

AYES: Brady, Brennan, Mahoney, Mueller, Shaw

NAYS: None

ABSENT: Sullivan

APPROVED THIS 5<sup>th</sup> day of September, 2023.

  
VILLAGE PRESIDENT

ATTEST:

  
VILLAGE CLERK

**EXHIBIT 1**

**LEASE AGREEMENT**

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_th day of September, 2023 by and between the Village of Tinley Park, an Illinois home rule municipality ("the Village", "Village", or "Lessor"), and Teehan's HS, LLC ("Lessee"), collectively, the "Parties."

## RECITALS

WHEREAS, the Village owns the property currently known as Teehan's Tavern (the "Leased Premises") located at 17329 Oak Park Avenue, Tinley Park, Illinois 60477; and

WHEREAS, the Village desires to enter into an Agreement with a new Lessee to continue business operations within the facility, subject to the terms and conditions herein; and

WHEREAS, Lessee has advised the Village of its desire to occupy the Leased Premises for a period of time; and

WHEREAS, the Village desires to make the Leased Premises available to accommodate Lessee under the terms and conditions set forth below.

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 herein 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. As the sole responsible responder to 2023-RFQ-012 issued by the Village, Lessee will operate, manage and maintain food and beverage services for a bar within the facility formerly known as Teehan's.

Lessee shall pay Lessor as rent for the Leased Premises the sum of **\$1.00 per month**, payable in advance on the first day of each month during the term of this Lease. Real Estate Taxes (if any), water, sewer, gas and electricity charges are the responsibility of the Lessee. In the event said bills shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid are declared to be so much additional rent payable with the installment of rent next due thereafter.

If the rent or additional rent has not been paid by the tenth day of the month, Lessor may at its option terminate this Lease.

3. Terms and Hours of Operation.

- a. The Term of this Agreement shall commence upon the date this Agreement is executed by the Parties (the "Commencement Date"). The term of this Agreement will be no more than six (6) months (the "Term") from the Commencement Date.
- b. Days and Hours of Operation:  
**Monday – Friday: 11am – 12am**  
**Saturday & Sunday: 10am – 2:00am**
- c. It shall be a material breach of this Agreement in the event Lessee fails to operate the Leased Premises for three (3) or more consecutive business days. Business days shall mean and include Monday through Friday, excluding federal holidays from the hours of 5am – 5pm.

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

5. Security. Lessee assumes and exercises full responsibility for the security of the Leased Premises during all activities contemplated by this Agreement. Lessee shall provide security for the Leased Premises in the manner and to the extent it deems necessary, at its expense, provided that access by the Lessor and Metra is assured and not unreasonably restricted according to the provisions contained herein. Lessee shall timely communicate to the Lessor, any and all proposed security measures and obtain Lessor'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. Lessor shall not be liable for unauthorized use of the Leased Premises and/or Facilities.

6. Supervision. The Lessee assumes and exercises full responsibility for the supervision of Lessee's employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "Lessee's Agents") during the term of this Agreement. The Parties agree that the Lessor does not have any duty to supervise any person or activity in connection with the Lessee's use of the Leased Premises and/or Facilities, including within those areas not specifically identified as part of the Leased Premises and/or Facilities.

7. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, protect, save, defend, and hold harmless Village and each of its respective officers, officials, directors, employees, volunteers, agents, Lessees (excluding Lessee), 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 Lessee, Lessee'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 Lessee;

(ii) any accident, injury or damage whatsoever occurring, growing out of, incident to, or resulting directly or indirectly from the use of the Leased Premises, whether such loss, damages, injury or liability is contributed by a condition of the Leased 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. Lessee's, duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

8. Insurance. Lessee and Lessee's Agents shall maintain insurance of the types and in the amounts listed below. Insurance shall be issued by a company or companies qualified to do business in the State of Illinois.

A. **Worker's Compensation and Employer's Liability** with limits not less than:

- i. Worker's Compensation: Statutory;
- ii. Employer's Liability;
- iii. \$1,000,000 injury-per occurrence
- iv. Such insurance shall evidence that coverage applies in the State of Illinois.

B. **Comprehensive Motor Vehicle Liability** with limits for vehicles owned, non-owned or rented not less than:

- i. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident

C. **Comprehensive General Liability** with coverage written on an "occurrence" as is and with limits no less than:

- i. Each Occurrence: \$ 1,000,000
- ii. General Aggregate: \$2,000,000
- iii. Products and completed operations: General Aggregate: \$2,000,000

D. **Umbrella Policy.** The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount

\$5,000,000 in combination. *An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.*

E. **General Insurance Provisions.** The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance as follows:

- i. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. Lessee shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, his agents, representatives, employees.
- ii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Village.
- iii. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- iv. Waiver of Subrogation. Lessee hereby agrees to waive rights of subrogation which any insurer of Lessee may acquire from Lessee by virtue of the payment of any loss. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Lessee, its employees, agents.
- v. Evidence of Insurance. Prior to the beginning of the term of this Agreement, Lessee shall furnish Lessor 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 Lessee's Agents and additional insured endorsements). Failure of Lessor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Lessee and Lessee's Agents to maintain such insurance. Lessor shall have the right, but not the obligation, of prohibiting Lessee and Lessee's Agents from occupying the Leased Premises



until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Lessor. 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 Lessor. The Village of Tinley Park shall be named in as Cancellation Notice Recipient by endorsement on the commercial general liability policy.

- vi. Acceptability of 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.
- vii. Cross-Liability Coverage. If Lessee and/or Lessee'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.
- viii. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Lessee and Lessee'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.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. The Lessee shall not assign, lease, or sub-lease this Agreement without the prior express written consent of the Lessor which Lessor may withhold in its sole and absolute discretion. Any such assignment, lease, and/or sub-lease shall be null and void.

10. Modification of Improvements. No modification or alteration of the Leased Premises shall be made by Lessee without the prior written approval of the Lessor, which Lessor may withhold in their sole and absolute discretion and compliance by Lessee with all other terms of this Agreement. Lessee shall pay for all such modifications and alterations.

11. Prohibited Uses and Activities

- a. Lessee specifically agrees not to use the Leased Premises and/or Facilities, or any part thereof, for any unlawful and/or immoral purpose and/or business.
- b. Lessee covenants and agrees not to maintain any nuisance in the Leased 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 Leased Premises.

- c. Leased Premises and/or Facilities. Lessee covenants and agrees to keep the Leased Premises in a clean, safe, and sanitary conditions in accordance with all applicable ordinances, codes, laws, statues, 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. Lessee 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 Lessee's use of the Leased Premises and/or Facilities. In accordance with 49 CFR Part 26.13(a), as amended, Lessee 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 subcontract hereunder. Furthermore, Lessee 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 the Village and/or Metra deem appropriate. Lessee 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.

Lessee covenants and agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 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 of activity for services and/or employment provided by Lessee hereunder, and hereby gives assurances that it will promptly take any measures necessary to effectuate these obligations and undertakings.

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

J. Mc Lessee's Initials

13. Non-Discrimination. Lessee 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 Lessee agrees not to deny services, use of the Leased 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.

14. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Lessee 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 Lessee nor any employee or agent of Lessee is an employee or agent of the Village for any purpose whatsoever.

15. Default. In the event of the failure of Lessee to perform any or all of its duties and obligations under the terms and conditions of the Agreement, the Village shall be entitled to all remedies available at law and/or equity to enforce their rights under this Agreement, including the right to reimbursement for reasonable attorney's fees, subject to the limitations set forth in paragraphs 26 and 27 herein.

16. 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 Lessee:*

Teehan's HS, LLC  
29 A Lucas Drive  
Palos Hills, IL 60465  
Attention: Thomas McAuliffe

17. Restoration. Upon the expiration or termination of this Agreement, Lessee shall cause the Leased 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 Leased Premises and/or Facilities by or on behalf of Lessee, the removal of all debris from the Leased Premises, and repair of any damage to the Leased Premises and/or Facilities attributable to Lessee and/or Lessee's Agents and/or otherwise arising from use of the Leased Premises and/or Facilities by Lessee and/or Lessee's Agents ("Restoration Work").

18. No Waiver of Immunities and/or Privileges by Lessor. This Lease Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Lease 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. 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 the Village, 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.

19. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Leased Premises and/ or Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Lessee and/or Lessee's Agents, in violation of this paragraph, results in contamination of the Leased Premises and/ or Facilities, Lessee shall pay for all actual costs of clean up and shall indemnify and hold harmless the Village and at the Village's option, defend the Village, and their respective employees, directors, affiliates, agents, volunteers, officers, officials, Lessees (excluding Lessee), 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 Lessee and/or Lessee's Agents create a risk of violation of any Environmental Laws, Lessee shall cease such activities immediately upon notice from the Village. Lessee 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. Lessee's duties and obligations to indemnify the Village and Metra shall survive the termination and/or expiration of this Agreement.

20. Liens. Lessee shall keep the Leased 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, Lessee shall indemnify, defend and hold harmless the Village 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 Lessee and/or Lessee's Agents.

21. Premises and Equipment.

- a. Lessee shall have the use of the Leased Premises along with any fixtures included therein subject to the terms and conditions herein. See Exhibits A and B, a list of equipment. The Village makes no warranty regarding the equipment, which is transferred "as is" to Lessee. 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. Lessee shall use its best efforts to reasonably conserve electric and to use said utilities in a commercially reasonable manner. Lessee shall pay their own telephone bills.
- c. Any alteration or decoration of the Leased Premises shall be at the expense of the Lessee and only with express written consent of the Village. Any additions or improvements made shall become the sole property of the Village. The Village shall have final authority to approve any alteration or decoration described herein prior to the addition or improvement being made.
- d. Lessee may install signage inside the Facilities with the prior written approval of the Village, which the Village may withhold in their respective sole and absolute discretion, and provided Lessee has procured all necessary sign permits and other approvals therefore from Village. All fees and costs related thereto are to be paid by Lessee.
- e. Trash receptacles and removal services shall be supplied and performed by Lessee.
- f. Lessee acknowledges the Leased Premises and Facilities are nonsmoking facilities and shall not allow smoking in the Leased Premises.

22. Lessee Operations.

- a. At all times during the term of this Agreement, Lessee shall maintain the Leased Premises and all property and fixtures located therein in a clean, neat, orderly, sanitary, and safe condition.
- b. Lessee shall be responsible for any damage done to Village-provided equipment or property.
- c. Lessee'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.
- d. Lessee shall employ sufficient and qualified personnel for the Leased Premises and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner. Designated Village employees may require individual Lessee's personnel to modify their individual behavior, when such Village employees deem necessary in keeping the Lessee's obligations under this paragraph, including, without limitation, rudeness to the public or poor sanitation practices.

- e. Lessee 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 [if applicable].
- f. Lessee shall obtain all necessary licenses and permits necessary for Lessee's use and/or operation of the Leased Premises.

23. Termination.

- a. In the event Lessee shall be found in breach or default under any of the provisions of this Agreement, Village may terminate this Agreement if Lessee shall not have cured such default within ten (10) days after the Village shall have notified Lessee thereof, in writing (the "Cure Period"), provided, however, that if Lessee shall have repeatedly breached or been in default hereunder on previous occasions, Village may terminate this Agreement immediately without affording Lessee an opportunity to cure the breach or default upon written notice to Lessee. Notwithstanding the foregoing, Village may immediately suspend all licenses herein granted in the event Lessee fails to maintain the types and amounts of insurance coverage required herein until Lessee 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 Lessee 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 Lessee 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, Lessee shall yield the Leased 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 Leased Premises as provided herein and shall be in good working order.

- e. In addition to performing all of Lessee's other obligations set forth in this Agreement, Lessee shall pay to Village an amount equal to 200% of the rent for each month, or portion thereof, during which Lessee shall retain possession of the Leased Premises, or any part thereof, after the expiration or termination of Lessee's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Village on account of Lessee 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.

24. Limitation on Village's Damages. In no event shall Village be liable to Lessee and/or Lessee'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.

25. Assumption of Liability. To the fullest extent permitted by law, Lessee and Lessee'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 Leased Premises or other Village property by Lessee and/or Lessee's Agents. Lessee and Lessee's Agents are aware of the risks associated with use of the Leased Premises and/or other Village property, and Lessee and Lessee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

26. Taxes. Lessee acknowledges that the Leased Premises and Facility are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Leased 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 Lease granted hereunder. In the event, however,

- (i) this Lease Agreement or the rights granted under this Agreement,
- (ii) any sub-lease agreement or other grant of use or assignment by Lessee and/or
- (iii) the use and/or operations of Lessee or any of its sub-lessees 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 Lessee 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. Lessee shall also pay all other federal, state and local taxes attributable to its operation and/or use of the Leased Premises. The obligations to pay said taxes shall survive the expiration and/or termination of this Agreement.

27. 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 dated, reduced to writing, 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 Lessee 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 Lessee.

[SIGNATURE PAGE FOLLOWS]



VILLAGE OF TINLEY PARK

ATTEST

By: Michael W. Glog  
Village President

By: Nancy O'Connor  
Village Clerk

Dated: September 5, 2023

ATTEST

By: Thomas W. Glog  
Title: PRESIDENT

By: \_\_\_\_\_  
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 Glog~~ <sup>Thomas W. Glog</sup> is personally known to me to 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 5 day Sept., 2023.

Laura J. Godette  
(Notary Public)



**EXHIBIT A**

**Listed Purchased Assets**

All restaurant and bar equipment, machinery, coolers, tables, chairs, supplies, and inventories,  
but excluding liquor.

All Leasehold improvements

All signage

The names "Teehan's" and "Teehan's Irish Bar", including the exclusive rights to license,  
copyright, use, trade, sell, or advertise these names in connection with Harmony Square Plaza or  
any other such development in the vicinity of the Plaza.

Seller's operating phone numbers, email addresses, websites, and associated domains

All goodwill associated with the above

ALL SUCH ASSETS TO BE SOLD FREE AND CLEAR OF ANY LIENS AND  
ENCUMBRANCES.

**EXHIBIT B**

Excluded Assets

All cash, accounts receivable, employee benefit plans, and leases