

## **LICENSE AGREEMENT**

This license agreement ("Agreement") is between City of Joliet, an Illinois municipal corporation ("Licensor"), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Licensee").

Licensee was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Licensor is the sole titleholder of the real property identified by P.I.N. 30-07-15-100-022-0000 and depicted in Exhibit A ("Property").

Licensee wants to use a portion of the Property for parking in connection with Licensee's VanGo Pilot Vehicle Program ("Program"), and Licensor wants to grant a license to Licensee for that purpose.

In consideration of the foregoing recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant and Scope of License.** Licensor grants a non-exclusive license to Licensee to use a portion of the Property, consisting of two parking spaces ("Licensed Area") to park Pace-owned Program vehicles ("Vehicles") up to 24 hours a day, seven days a week, as depicted in Exhibit A ("License"). Licensor shall allow Program drivers and riders to use such other portions of the Property as may reasonably be required for access to and from the Licensed Area, shall prevent obstruction of and/or interference with that access, and shall ensure that no parking tickets are issued to any Vehicle parked in the Licensed Area. Licensor will not be entitled to any payment for the License. Licensee will not be obligated to obtain any permits or pay any fees, costs, parking fines, or charges in connection with Licensee's use of the Licensed Area. No Vehicle maintenance or repair is permitted on the Licensed Area.

Licensor represents and warrants to Licensee that the Licensed Area is located completely within the boundary lines of the Property.

Upon execution of this Agreement, Licensor, at no cost to Licensee, shall provide Licensee with three key cards (one for each Vehicle and one for Licensee's staff) that will open the entrance and exit gates to the parking lot in which the Licensed Area is located. Licensee shall immediately notify Licensor if a key card is lost, stolen, or damaged. Upon receipt of that notice, Licensor shall immediately issue the replacement key card to Licensee.

2. **Effective Date.** This Agreement will be in effect beginning on the date on which Licensee signs this Agreement ("Effective Date"). If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

3. **Term and Termination.** This Agreement will remain in effect for an initial term of two years following the Effective Date and will thereafter continue in full force and effect unless terminated by either party upon a minimum of 60 days' advance written notice to the other party.

4. **Repair and Maintenance.** Licensor, at no cost or expense to Licensee, shall perform or cause to have performed:

- (a) all Property repair; provided, however, Licensee will be responsible for the reasonable costs of repairing any damage to the Property caused by Licensee's use thereof, ordinary wear and tear excluded. Such costs must be agreed upon by the parties prior to the commencement of the repair work.
- (b) all Property maintenance, including snow removal from and deicing of the Licensed Area; provided, however, Licensor will not be obligated to remove snow from or deice that portion of the Licensed Area on which a Vehicle is parked, and Licensee will not be obligated to move any Vehicle parked on the Licensed Area for Licensor to perform snow removal or deicing of the Licensed Area. Snow removal means the clearing away of snow. Deicing means applying rock salt and/or other deicing products to surfaces to remove ice from and/or prevent ice from accumulating on those surfaces.

5. **Utilities.** Licensor shall utilize the existing lighting on the Property to keep the Property well-lit from 6:00 a.m. to 9:00 p.m. Central Time each day. Licensee will not be responsible for the payment of any bills for utility services to the Property, including water, electric, gas, and telephone.

6. **Signposts.** Licensee, at no cost or expense to Licensor, shall:

- (a) install or cause to have installed two signposts on the Property to identify the Licensed Area for Program drivers and riders, provided Licensee obtains Licensor's prior written approval of the size, content, location, and materials used for the construction of the signposts, which approval must not be unreasonably withheld, delayed, or conditioned;
- (b) perform or cause to have performed signpost maintenance and repair; and
- (c) remove or cause to have removed the signposts and restore or cause to have restored the area upon which each signpost was located to the same condition as existed prior to signpost installation within 30 days after expiration or termination of this Agreement, ordinary wear and tear excluded. Licensor shall allow Licensee to continue to use the Property for purposes of that removal and restoration work.

7. **Redesignation of Licensed Area.** Licensor shall provide Licensee with a minimum of 30 days' advance written notice of any maintenance or repair work or other circumstances that will obstruct or interfere with Licensee's use of the Licensed Area. In the event of that notice, Licensor shall, in cooperation with Licensee, redesignate the Licensed Area ("Redesignated Licensed Area"). The Redesignated Licensed Area must include two adjacent parking spaces, if available, on the Property; will be subject to Licensee's prior written approval, which must not be unreasonably withheld, delayed, or conditioned; and will continue until Licensor provides Licensee with written notice that the maintenance or repair work or other circumstances have ended in which event Licensee's use of the Licensed Area will resume. The terms and conditions in this Agreement will apply to the Redesignated Licensed Area to the same extent as they apply to the Licensed Area.

8. **Security.** Licensee acknowledges that Licensor does not provide security to vehicles parked on the Property and that Licensor is under no duty or obligation to provide any such security.

9. **Indemnification.** Licensor shall indemnify, defend, and hold harmless Licensee, the Regional Transportation Authority, and their respective directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Licensor's intentional or negligent acts or omissions concerning Property repair and maintenance, including snow removal and deicing. Licensee shall indemnify, defend, and hold harmless Licensor and Licensor's directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Licensee's intentional or negligent acts or omissions concerning Licensee's use of the Licensed Area, ordinary wear and tear excluded.

10. **Insurance.** Throughout the term of this Agreement and for a period of one year thereafter:

- (a) Licensor shall maintain: (1) Commercial General Liability Insurance (Broad Form) with limits no less than \$1,000,000 each occurrence and an aggregate limit not less than \$2,000,000; (2) Business Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 per accident for bodily injury and property damage combined; and (3) Workers Compensation Insurance with limits no less than Coverage A – Statutory Benefits and Coverage B – Employers Liability of \$500,000 each accident. Licensor's General Liability policy must name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as additional insureds.
- (b) Licensee shall maintain: (1) Commercial General Liability Insurance (Broad Form) with limits no less than \$1,000,000 each occurrence and an aggregate limit not less than \$2,000,000; (2) Business Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 per accident for bodily injury and property damage combined; and (3) Workers Compensation Insurance with limits no less than Coverage A – Statutory Benefits and Coverage B – Employers Liability – \$500,000 each accident. Licensee's General Liability policy must name Licensor as an additional insured.

Any company writing insurance that the parties are required to maintain under this paragraph must at all times have at least an A.M. Best rating of A-VII. Upon written request, each party shall provide written proof of the insurance required of that party under this paragraph to the requesting party.

11. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

12. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

13. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

14. **Binding Effect.** This Agreement will be binding on the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns. This paragraph, however, will not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting by Licensee of the Licensed Area, which Licensee acknowledges it has no such right or power to do so except as permitted under paragraph 19.

15. **Entire Agreement.** This Agreement, including the introductory recitals and attached exhibit, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

16. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

17. **Survival.** Any provision of this Agreement that imposes an obligation after expiration or termination of this Agreement will be deemed to survive expiration or termination of this Agreement.

18. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.

19. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

20. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

21. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company); or
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail).

Business days are defined as Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Licensor:

City of Joliet  
150 W. Jefferson Street  
Joliet, IL 60432  
Attention: City Manager

If to Licensee:

Pace, the Suburban Bus Division of the Regional Transportation Authority  
550 W. Algonquin Road

Arlington Heights, IL 60005  
Attention: Executive Director

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of Will County, Illinois for any dispute arising out of or related to this Agreement.

23. **Force Majeure.** A party will not be held liable to the other party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Licensee, in its sole discretion and after written notice to Licensor, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

25. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

26. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]**

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

**LICENSOR:**

**LICENSEE:**

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

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

Print Name: \_\_\_\_\_

Print Name: Melinda J. Metzger

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_ Executive Director

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

**EXHIBIT A**

