

Joliet Junior College Romeoville Campus Parking Lot Agreement

This **AGREEMENT** ("Agreement") is made and entered into as of the date of the last signature below, by and between Village of Romeoville ("Vendor"), and JOLIET JUNIOR COLLEGE (JJC) ("College"). College and Vendor may be referred to collectively in this Agreement as the "Parties" or each individually as a "Party."

JJC agrees to allow the Vendor to use Romeoville Campus parking lots 1-4 for the 2025 event dates and times listed below. Village of Romeoville staff/ police will drive through parking lots periodically and be responsible for cleaning lots after the event.

Parking lots to be rented: 1-4

Event	Date	Time
Movie Under the Stars	Monday, July 7, 2025	7:00 p.m. – 12:00 a.m. (midnight)
Rockin' the Ville	Thursday, July 10, 2025	5:00 p.m. – 10:00 p.m.
Family Fun Fair	Saturday, July 12, 2025	5:00 p.m. – 10:00 p.m.
Rockin' the Ville	Thursday, July 17, 2025	5:00 p.m. – 10:00 p.m.
Rockin' the Ville	Thursday, July 24, 2025	5:00 p.m. – 10:00 p.m.
Rockin' the Ville	Thursday, July 31, 2025	5:00 p.m. – 10:00 p.m.
RomeoFest	Thursday, August 7, 2025	6:00 a.m. – 12:00 a.m. (midnight)
RomeoFest	Friday, August 8, 2025	6:00 a.m. – 12:00 a.m. (midnight)
RomeoFest	Saturday, August 9, 2025	6:00 a.m. – 12:00 a.m. (midnight)
RomeoFest	Sunday, August 10, 2025	6:00 a.m. – 12:00 a.m. (midnight)
Rockin' the Ville	Thursday, August 28, 2025	5:00 p.m. – 10:00 p.m.
Rockin' the Ville	Thursday, September 4, 2025	5:00 p.m. – 10:00 p.m.
Hispanic Heritage	Friday, September 12, 2025	5:00 p.m. – 11:00 p.m.
Halloween Fest	Friday, October 17, 2025	3:00 p.m. – 9:00 p.m.
Holiday Lights Festival	Friday, December 5, 2025	3:00 p.m. – 10:00 p.m.
Holiday Lights Festival	Saturday, December 6, 2025	3:00 p.m. – 10:00 p.m.

Fee: Fee waived

In exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, College and Vendor agree as follows:

1. **General Expectations**.

- a. No smoking, alcohol, or use of illegal drugs
- b. No overnight parking
- c. No littering
- d. No excessive noise or loud music/ noise ordinance enforced (Romeoville ordinance § 125.05 REGULATIONS)

- e. Dogs must be on a leash
- f. Dog waste must be cleaned up by their owners immediately
- g. No fireworks
- h. No barbeques
- i. No weapons and carry and conceal concerns as this is JJC property (11.06.00 Concealed Carry and Firearms)
- 2. Indemnification. To the extent permitted by law, Vendor will indemnify, defend and hold harmless JJC, its trustees, individually and collectively and their affiliates, officers, agents, and employees (the "Indemnified Parties") from any and all liabilities, damages (regardless of type or amount), claims, demands, actions, costs, suits or matters, including attorneys' fees, arising out of or related to the performance of the work under this Agreement, whether based upon or claimed to be based upon statutory, contractual, tort or other liability of any indemnity hereunder, provided that no party shall be indemnified for claims arising from such party's own negligence, and the provisions of this Article shall not be construed to require Vendor to indemnify any party for or against such party's own negligence or to require any indemnification which would make the provisions of this Article void or unenforceable. In the event any provision contained in this Article or elsewhere in the Contract Documents shall be deemed void or unenforceable, it shall not thereby invalidate or be construed to invalidate any other provision contained in this Article or elsewhere in the Contract Documents, all of which shall remain in full force and effect. The obligations of Vendor pursuant to this Article are not to be construed to negate or reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Article. Vendor obligation to indemnify College shall survive the termination of this Agreement.

3. **Termination**.

- a. College may terminate this Agreement without cause, with 30-day written notice to Vendor.
- b. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration of this Agreement unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitations.
- 4. **Insurance**: The supplier performing services for JJC shall:
 - a. Maintain full worker's compensation insurance as required by Illinois statutes, for all employees engaged in the work.
 - b. Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this Agreement. Minimum coverage will be ONE MILLION DOLLARS (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations.
 - c. Maintain a \$2,000,000 umbrella liability per occurrence.
 - d. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this Agreement. Minimum coverage shall be ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- e. Provide a certificate of insurance naming the College as an additional insured. This document must be submitted prior to the contract start date, and each year the contract is in place.
- f. The vendor waives any rights to recovery from the College for any injuries that vendor and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of vendor or its employees.
- 5. <u>Independent Contractor</u>. Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of employees, if any, in connection with its agreement. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Vendor and College. As an independent contractor, Vendor shall be responsible for paying any taxes due on any monies received by Vendor.
- 6. <u>Force Majeure</u>. In the event that the Services or either Party's performance of any of the covenants of this Agreement is prevented by a Force Majeure, the Parties shall be relieved of their obligations hereunder. "Force Majeure" shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, or governmental agency or authority, Vendor illness, injury, or death (or that of an immediate family member) or any other cause like or unlike any cause mentioned which is beyond the control of the Parties.
- 7. **Entire Agreement**. This Agreement and the exhibits attached hereto contain the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties. In case of a discrepancy between this Agreement and any Exhibits, this Agreement controls.
- Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Illinois, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be Will County Circuit Court.
- 9. <u>Severability</u>. Should any provision of this Agreement be declared illegal, void, or unenforceable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.
- 10. <u>Notices</u>. All notices shall be hand delivered, sent by fax, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to College:
Joliet Junior College
c/o Senior Director of Business and Auxiliary Services
1215 Houbolt Road

Joliet, IL 60431 815.280.6631 (fax)

If to Vendor:

Click here to enter text.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date of the last signature below.

VENDOR: Village of Romeoville	COLLEGE: Joliet Junior College Romeoville Campus
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:
	Reviewed by:
	Reviewed by:
	Reviewed by: