

## **AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **VILLAGE OF ROMEOVILLE**, ("Village") and **SPORT TARGET MARKETING**, an Illinois Corporation ("STM").

### **RECITALS**

**WHEREAS**, the indoor areas within the Romeoville Athletic and Event Center ("RAEC") designated in Exhibit A are sometimes collectively hereinafter referred to as the RAEC /Video Display Site ; and

**WHEREAS**, STM desires to use and operate the RAEC Video Display Site for the purposes of displaying ads on a Video Display Panel within the RAEC; and

**WHEREAS**, STM is willing to use its Video Display Panel pursuant to the terms and conditions hereinafter set forth, and to compensate the Village with a share of the revenues generated therefrom, and with the ability to obtain the placement of certain ads for major Village events on the Video Display Panel without charge to the Village; and

**WHEREAS**, the Village has determined that the proposed use of the RAEC Video Display Site in the manner hereinafter set forth will provide a public benefit by allowing the RAEC to generate revenue in support of its operations and by providing the Village with additional opportunities to market Village events.

**NOW, THEREFORE, VILLAGE AND STM AGREE as follows:**

**1. USE OF RAEC DISPLAY SITE**

Subject to STM's compliance with this Agreement, the Village hereby grants STM the right to install and operate one (1) Video Display Panel at the RAEC Video Display Site for the purpose of providing advertising opportunities to third parties, all in accordance with this Agreement.

This Agreement shall not be construed so as to grant STM an interest in any real property of the RAEC.

**2. TERM**

The right to install and operate the Video Display Panel at the RAEC Video Display Site shall commence on the date of execution of this Agreement as hereinabove specified (the "Commencement Date") and shall continue until December 31, 2029.

The Video Display Panel installed at the RAEC Video Display Site by STM shall be removed by STM from the relevant RAEC Display Site at its expense upon the expiration or termination of this Agreement as to either of the RAEC Display Site, and the

RAEC Video Display Site shall be restored to the condition in which they existed prior to the installation of the Video Display Panel.

**3. USE OF VIDEO DISPLAY PANEL**

STM intends to display multiple messages on the Video Display Panel in a fixed rotation of six to ten seconds duration per image. During each year of the effective term of this Agreement, the Village shall have the right to advertise five (5) Village events for a period of one month per event, during which time the Village shall have its event advertisement placed into the rotation along with such other third party ads as STM may from time to time display on the Video Display Panel, in the same manner and to the same extent as such third party ads.

Except as otherwise expressly provided for herein, STM shall submit the plans and specifications for all work to be performed at the RAEC to the Village prior to the performance thereof, and shall not attach the Video Display Panel to any part of the RAEC without the prior written consent of the RAEC Manager. All such work shall be performed at the sole cost and expense of STM. STM, at its expense, shall obtain all required permits, licenses and approvals prior to commencing construction of the Video Display Panel. All work is to be done in accordance with all applicable Village ordinances, including prevailing wages if applicable. The RAEC reserves the right to impose requirements in connection with all work undertaken by STM, including without limitation, requirements that STM: (i) submit for the RAEC's prior written approval detailed plans and specifications prepared by licensed and competent design professionals, (ii) submit for the RAEC's prior written approval the names, addresses concerning all contractors, subcontractors and suppliers, (iii) obtain and post permits and additional insurance, (iv) submit contractor, subcontractor and supplier lien waivers, and (v) comply with such other requirements as the RAEC may impose concerning the manner and times in which such work shall be done and other aspects of the work. All work undertaken by STM and its agents or contractors shall be performed: (i) in a workmanlike manner, (ii) only with materials that are high quality and free of material defects, (iii) strictly in accordance with plans and specifications approved the RAEC in advance in writing, (iv) diligently to completion and so as to cause the least possible interference with RAEC operations, and (v) in compliance with all applicable Village ordinances and the other provisions of this Agreement.

**4. MAINTENANCE OF THE VIDEO DISPLAY PANEL; TAXES**

STM shall, at its expense, maintain the Video Display Panel in good condition and repair and in a workmanlike condition. This maintenance shall include, but shall not be limited to, the prompt repair, replacement or removal of a damaged, inoperable or malfunctioning Video Panel. STM shall regularly inspect the RAEC Video Display Site to determine whether maintenance of the Video Display Panel is necessary.

In the event the Village becomes aware of the need for maintenance at the RAEC Video Display Site in connection with STM's use thereof, the Village shall notify STM. STM shall diligently respond within fourteen (14) business days to the Village's notice and

shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities.

STM shall be responsible for and shall timely pay any and all taxes that may arise through its use or occupancy of the RAEC Video Display Site or any other rights conferred hereunder. This obligation includes, but is not limited to, special taxes, special assessments, general real estate taxes and any statutory interest, penalties or fees related to any of the foregoing. It shall be the duty of STM to ascertain whether or not taxes are due and to timely pay the same. STM shall not permit or suffer any lien of taxes to encumber Village's title to the RAEC. In the event STM fails to pay any tax when due, the Village may, in addition to any other remedy the Village may have, pay said tax and recover the same from STM.

**5. REVENUE SHARING**

**A. Video Display Panel**

STM may place and install a Video Display Panel within the RAEC consistent with Exhibit A and the provisions of this Agreement. All revenues generated from the sale of ads by STM on the Video Display Panel shall be divided between STM and the Village, with STM receiving sixty percent (60%) of such revenues, and the Village receiving forty percent (40%) of such revenues; all revenues generated from the sale of ads by the Village on the Video Display Panel shall be divided equally between the parties. Village shall on request have reasonable access to STM's books and records for the purposes of confirming the amounts of revenues generated therefrom and the proper division thereof. Village may also sell ads on Video Display Panels owned and operated by STM at third party facilities, and in the event that the Village does sell such ads, Village will be entitled to receive one half of the twenty percent (20%) of such ad revenues received by STM from such third parties.

**B. Pricing**

As of the date of this Agreement, the minimum price for the placement of a video ad in one rotational position on the Video Display Panel (whether at the RAEC or at an offsite third party location) for a period of six months is \$1,000.00. The parties acknowledge that STM may adjust the pricing for Video Display Panel ads from time to time, and shall have the discretion to set pricing and rates as it deems reasonably necessary to reflect the value of the Video Display Panel ads.

**6. CONDITION OF PREMISES**

STM agrees to accept the Video Display Panel installation location on the RAEC Video Display Site "as is", without any agreements, representations, understandings or obligations on the part of the Village to perform any alterations, repairs or improvements thereto.

**7. LIENS**

STM shall keep the RAEC or any other Village property associated with any work by or for STM free from any mechanics lien or similar liens and encumbrances. STM shall remove any such claim, lien or encumbrance by bond or otherwise within fourteen days after notice by the RAEC. If STM fails to do so, the RAEC may pay the amount or take such other action as the RAEC deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. Nothing contained in this Agreement shall authorize STM to do any act which shall impair the Village's title to the RAEC or any Village property.

**8. USE AND OPERATING REQUIREMENTS**

**A. Use; Compliance with Laws.**

STM shall use the RAEC Video Display Site for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. STM shall comply with all applicable laws and ordinances relating to its use of the RAEC, including without limitation, health, safety and building codes, and zoning ordinances.

**B. Required Operations.**

STM shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes and ordinances.

**C. Prohibited Uses.**

The Video Panel shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the RAEC Zoning Ordinance or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or Jello wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tattoo parlors, bathhouses, tobacco, guns and ammunition, birth control, alcohol (except for sponsored events), cannabis, video gambling/gaming under the Illinois Video Gaming Act, or similar forms of products or entertainment. The Video Display Panel may not be used for the display, promotion or advertisement of acts, images or statements that unlawfully discriminate based on race, color, national origin, disability, gender, sexual orientation, religion or other legally protected status. The Video Display Panel shall also not be used for promoting or encouraging the development of real estate or establishment of businesses in other municipalities within the general vicinity of the RAEC reasonably deemed by the RAEC to be in competition with real estate development or business establishment opportunities from time to time available within the RAEC. In order to avoid the inadvertent suggestion of RAEC endorsement thereof or opposition thereto, the Video Display Panel may not be used for the display, promotion or advertisement of political candidates, political action committees, political parties, public questions or issues of recognized political or social

debate including but not limited to abortion, gun control, immigration, war or other public policies.

**D. Wi-fi and Electricity.** Village represents that it has wifi and electric service at the RAEC, and that it shall permit STM to use the same without payment of any portion of the Village's bill for the same. Village shall have no obligation to incur any expense or perform any work or improvements to make such utility services readily available at the Video Display Site.

**9. INTENTIONALLY OMITTED**

**10. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS**

**A. Required Insurance.**

STM and all of its contractors shall maintain during the term of this Agreement: (i) commercial general liability insurance, with a contractual liability endorsement covering STM's indemnity obligations under this Agreement, and with limits of not less than \$1,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence.. STM's insurance shall be primary, and any insurance maintained by the Village or any other additional insured hereunder shall be excess and noncontributory. STM represents to the Village that it is voluntarily electing not to obtain casualty insurance and workers' compensation, and will accordingly release, indemnify and hold the Village harmless from any losses to the Video Display Panel that could have been covered by such casualty insurance or workers' compensation insurance, including the Village's reasonable attorneys' fees. STM further represents that it its sole owner and employee, John Niestrom, shall be the only person authorized or permitted under this Agreement to perform Video Display Panel installation, maintenance and repair work at the RAEC Video Display Site, and that it acknowledges that the Village is relying on this representation in waiving its otherwise applicable requirement that those performing any type of work in Village premises maintain worker's compensation insurance. In the event that STM hires one or more employees, STM shall obtain workers compensation coverage as required by Illinois law and present proof of such coverage to the Village prior to entering the premises of the RAEC Video Display Site for any purpose; likewise, in the event that STM desires to have a third party contractor perform any work at the RAEC Display Site, it shall require such contactor to obtain workers compensation coverage as required by Illinois law and present proof of such coverage to the Village prior to entering the premises of the RAEC Video Display Site for any purpose.

All insurance coverage provided under this Agreement shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the Village, and shall waive any rights of recovery against the Village. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverages required under this Agreement shall be provided to the Village prior to any provision of services by STM. In the event that the foregoing documentation is not provided within ten (10)

business days from the date of Village approval of this Agreement, Village may terminate this Agreement.

**B. Certificates, Subrogation and Other Matters.**

STM shall provide the Village with certificates evidencing the coverage required hereunder (and, with respect to liability coverage showing the Village as additional insured). STM shall provide such certificates prior to the Commencement Date. STM shall provide renewal certificates to the Village at least thirty (30) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies, and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

**11. RESTORATION OF RAEC VIDEO DISPLAY SITE**

At the expiration or earlier termination of this Agreement, STM shall, at its expense, remove the Video Display Panel and shall restore the RAEC Video Display Site to its pre-existing condition.

**12. ASSIGNMENT**

STM shall not, without the prior written consent of the Village, (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, or (ii) permit the use of the RAEC Video Display Site by any parties other than STM. Any transfer made without complying with this Agreement shall, at the Village's option, be null, void and of no effect (which shall not be in limitation of the Village's other remedies). RAEC's consent to any of the foregoing transactions shall not be unreasonably withheld. Notwithstanding the foregoing, STM has the right to assign this Agreement or any interest hereunder, without the prior written consent of the Village, to a bank or other financial institution for purposes of financing equipment and/or labor for the construction and/or maintenance of the Video Display Panel.

**13. RIGHTS RESERVED BY THE VILLAGE**

The Village reserves all rights to control or modify the RAEC and the RAEC Video Display Site as it sees fit, which rights may be exercised without subjecting the RAEC to claims for damages or equitable relief. Village will not erect any new signs, poles or other like obstructions that would obstruct the sight lines of the Video Display Panel or the Banners.

**14. VILLAGE REMEDIES**

**A. Default.**

The occurrence of any or more of the following events shall constitute a "Default" by STM and shall give rise to the RAEC's remedies set forth in paragraph B, below: (i) failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice, or (ii) (a) making by STM of any general assignment for the benefit of creditors, (b) filing by or against STM of a petition to have STM adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency, (c) appointment of a trustee or receiver to take possession of substantially all of STM's assets located on Village property or of STM's interest in this Agreement, (d) attachment, execution or other judicial seizure of substantially all of STM's assets located on Village property or of STM's interest in this Agreement. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by law.

**B. Remedies.**

If a Default occurs, and provided the Default is not timely cured within the time set forth above in Section 16.A, the Village shall thereafter have the right to immediately terminate this Agreement upon written notice to STM.

Whether or not the Village elects to terminate this Agreement, the Village shall also be entitled to damages attributable to STM's default.

The Village shall have all other rights and remedies available under law.

**C. The Village's Cure of STM Defaults.**

If STM fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the Village, the Village shall have the right (but not the duty), to perform such obligation on behalf and for the account of STM. In such event, STM shall reimburse the Village within thirty (30) days for all expenses incurred by the Village in performing such obligation.

**15. INDEMNIFICATION**

STM shall, at its sole cost and expense, defend, indemnify and hold harmless the Village from and against any and all claims, demands, liabilities, damages, judgments, costs and expenses, including without limitation, court costs and attorneys' fees, arising from this Agreement or STM's use of the RAEC or Village property.

The Village shall not be liable to STM for any reason in the event that STM's use of the RAEC Video Display Panel Site is impaired, limited, modified or prohibited on

account of legal claims or proceedings asserted against the Village or STM, or from the settlement thereof by the Village.

The Village specifically reserves any privileges, defenses or immunities it may have under law.

**16. HAZARDOUS MATERIALS**

STM shall not use, store, maintain, handle, dispose, release or discharge any "Hazardous Material" as defined in any applicable law or regulation upon or about Village property, or permit STM's employees, agents, contractors or invitees to engage in such activities upon or about RAEC property.

**17. NO WAIVER**

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the Village's consent respecting any action by STM shall not constitute a waiver of the requirement for obtaining the Village's consent respecting any subsequent action.

**18. NOTICES**

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as STM or the Village may from time to time designate by notice:

**Village:**

Romeoville Athletic and  
Event Center  
55 Phelps Avenue  
Romeoville, Illinois, 60446

**Sports Target Marketing:**

Sports Target Marketing  
Chicago, Illinois

**19. MISCELLANEOUS**

A. Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions hereof

B. This Agreement shall not be recorded by STM.

C. This Agreement shall be governed by the Laws of the State of Illinois.

D. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provision of this Agreement.

E. This Agreement has been mutually negotiated by the Village and STM and any ambiguities shall not be interpreted in favor of either party.

F. All references to any Exhibits attached hereto shall be deemed to incorporate such Exhibits into this Agreement as a part thereof as if fully set forth herein.

***IN WITNESS WHEREOF***, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

***Village***

***Sports Target Marketing***

***By:*** \_\_\_\_\_

***By:*** \_\_\_\_\_