

**LICENSE AGREEMENT BETWEEN THE VILLAGE OF ROMEOVILLE AND BBM  
FINANCIAL**

THIS LICENSE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the VILLAGE OF ROMEOVILLE, a municipal corporation (the "Village") and BBM Financial, whose address is \_\_\_\_\_ (the "Licensee") provides:

THAT for and in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the Licensee and the Village hereby agree as follows:

1. **LICENSE OF PREMISES.** The parties agree that the Village hereby Licenses to the Licensee \_\_\_\_\_ (\_\_\_\_) square feet of space, as more particularly shown and described on Exhibit A attached hereto (the "Premises"), for the installation, operation, maintenance, replacement and removal of an automated teller machine, or any similar machine or terminal (collectively, the "ATM"), in the \_\_\_\_\_ in the building known as the Edward Athletic and Event Center and located at 55 Phelps, Romeoville, Illinois 60446 (the "Building").

2. **PREMISES.** The Village hereby Licenses the Premises to the Licensee, together with the non-exclusive right of access to and from the Premises and the right to use all parking areas, sidewalks and hallway areas inside and outside of the building, upon the terms and conditions set forth herein.

3. **TERM.**

a. The parties agree that this License Agreement shall be in effect from the date first above named, which is the date on which the Village approves this Agreement for a term ending on the third anniversary of the date first above named, unless earlier terminated or extended as provided herein. The Village shall, immediately after the execution of this License, deliver possession of the Premises to the Licensee for installation of the ATM for purposes hereof.

b. The Licensee shall have the option to renew this License Agreement for up to two (2) additional three (3) year terms. The Licensee may exercise such renewal option by sending written notice of renewal to the Village at least sixty (60) days prior to the end of the then current term, subject to the rights of the Village to terminate this License. In the event the Licensee elects to renew the Term, the Renewal Terms shall be upon the same terms and conditions as set forth in this License Agreement.

c. Notwithstanding any other provision of this License to the contrary, either party shall have the right at any time during the Term to terminate this License, with or without cause, by providing at least ninety (90) days written notice to the other party, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein) after the termination of this License.

4. **PAYMENTS.** The Licensee shall pay the Rent to the Village, at the Village's address in the amount of \$700.00 and No/100 Dollars (\$700.00) per year payable on the execution of this Agreement and on each anniversary of the execution of this Agreement so long as the Agreement shall remain in force and effect.

5. **USE AND OCCUPANCY.** The Licensee shall have the right to use and occupy the Premises for the installation, operation, maintenance, replacement and removal of the ATM, or any like machine or terminal that may be subsequently installed by the Licensee to replace the ATM. Village may allow other Licensees to also provide ATM equipment and services inside and on the exterior of the Building, and nothing herein shall be deemed to limit or restrict the ability of the Village in connection therewith. The Village further agrees that:

a. Provided the Licensee performs all of its obligations under this License, the Licensee shall have and enjoy peaceful and quiet possession of the Premises during the Term; and

b. The Village shall not limit or obstruct access to and from the ATM or obscure the visibility of the ATM to the Village's visitors, employees and invitees in the Building during normal business hours.

6. **SIGNS.** The Licensee may place signs identifying itself and its operations and the names and logos of network providers on the ATM, subject to the Village's approval thereof at its sole discretion. The Licensee may conduct its operations at the Premises under its current trade name or any other trade name that the Licensee may lawfully use in the jurisdiction in which the Building is located.

7. **FIXTURES AND EQUIPMENT.** The Licensee, at its expense, may provide all fixtures and equipment that it deems necessary or desirable for the operation of the ATM and all such fixtures and equipment shall at all times during the Term remain the property and responsibility of the Licensee. The Licensee agrees that if any mechanics' or similar liens shall have filed against the Building by any contractor, subcontractor, materialman or laborer for work performed or materials furnished at the request of the Licensee in connection with the installation of the ATM, the Licensee shall, within thirty (30) days after it is provided with written notice of such lien, cause such lien to be released or bonded off and removed of record. The Village expressly waives and releases any right the Village may have to a lien under the common or statutory laws of the jurisdiction in which the Building is located upon the ATM or any other fixtures, machinery or equipment installed by the Licensee on the Premises. Licensee and its contractors shall comply with all applicable ordinances of the Village in connection with the performance of any work upon the Premises.

8. **MAINTENANCE AND REPAIR.**

a. The Licensee, at its expense, shall keep and maintain the ATM in good order and repair. The Village agrees to provide the Licensee and its employees and contractors with access to the Premises at reasonable times for the purposes of maintaining and servicing the ATM.

b. The Village, at its expense, shall (i) keep and maintain the Building and the Premises in good order and repair, and (ii) furnish all necessary utilities including, without limitation, lighting, air conditioning, heating, electricity and other utilities (but excluding telephone), for the Premises. The Village agrees that the supply of electrical service to the ATM shall be continuous and shall not be interrupted for any reason, except in the event of an emergency or as a result of reasons beyond the Village's control.

9. **INSURANCE.** The Licensee, at its expense, shall (i) insure the ATM against damage by casualty, and (ii) maintain commercial general liability insurance, including public liability and property damage, with respect to its operation of the ATM, with a minimum combined single limit of liability of \$2,000,000 for personal injury or death of persons occurring on the Premises. The Village shall be named as an additional insured under such coverage by a written contractual liability endorsement specifically referring to this License. All insurance coverage provided under this License 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 License shall be provided to the Village prior to any use of or access to the Premises by Licensee. In the event that documentation of the foregoing insurance coverage is not provided within ten (10) business days from the date of Village approval of this License or prior to Licensee's first contemplated use of or access to the Premises, whichever shall first occur, Village may terminate this Agreement upon notice to Licensee without liability of any kind.

10. **DEFENSE AND INDEMNIFICATION.** Licensee shall indemnify, defend (with counsel selected by Village) and hold harmless Village, its elected officials, officers, agents, employees, consultants, volunteers and insurers from and against all costs (including, but not limited to, reasonable attorneys' fees and litigation costs), claims, disputes, litigation and judgments, whether alleging bodily injury or death, property damage, economic loss, or any other harm, which arise from or in connection with (i) use of the Premises or the use or operation of the ATM under this License; (ii) actions of Licensee, its officers, agents, members, employees, volunteers, participants, licensees, invitees, and/or affiliated individuals on or near the Premises or the ATM as a result of Licensee's use of the Premises or operation of the ATM under this License; (iii) injuries to the persons or property of Licensee, its officers, agents, members, staff, volunteers, participants, licensees and invitees, and affiliated individuals on or near the Premises or the ATM as a result of the operation or use of the ATM; or (iv) any breach by Licensee of this License or any other contract or License related to its use of the Premises or the operation of the ATM. Licensee's obligations under this Section 10 shall survive any termination or expiration of this License.

11. **TAXES.** The Village shall pay all taxes assessed against the Building and the Premises and the Licensee shall pay all personal property taxes imposed specifically against the ATM.

12. **TERMINATION BY VILLAGE.** If the Licensee breaches any covenant of this License Agreement and fails to cure same within thirty (30) days after written notice of such

breach from the Village to the Licensee or, if such breach cannot be cured within such thirty (30) day period and the Licensee fails to pursue diligently the curing day period and the Licensee fails to pursue diligently the curing of such breach within a reasonable period of time thereafter, then the Village may, at its option, terminate this License by providing ten (10) days prior written notice of such termination to the Licensee, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein). Notwithstanding the foregoing, the Village shall retain the right to terminate this License on written notice to Licensee in the event that the Village determines that the breach in question by its nature, is incapable of being cured by Licensee, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

13. **TERMINATION BY LICENSEE.** If the Village breaches any covenant of this License and fails to cure same within thirty (30) days after written notice of such breach from the Licensee to the Village or, if such breach cannot be cured within such thirty (30) day period and the Village fails to pursue diligently the curing of such breach within a reasonable period of time thereafter, then the Licensee may, at its option, terminate this License by providing ten (10) days prior written notice of such termination to the Village, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

14. **SURRENDER.** The Village acknowledges and agrees that the ATM and any other fixtures, machinery or equipment installed by the Licensee on the Premises shall remain the property of the Licensee. Within thirty (30) days after any termination or expiration of the Term the Licensee, at its expense, shall remove the ATM and repair any damages to the Premises caused by the Licensee's installation or removal of the ATM, and surrender possession of the Premises to the Village in good condition, reasonable wear and tear expected.

15. **CASUALTY.** If the Premises or the Building is destroyed by fire or other casualty or the Building is destroyed or damaged to such an extent that the Licensee is unable to operate the ATM in a manner satisfactory to the Licensee, then the Licensee shall have the right to terminate this License as of the date such casualty occurred by providing written notice thereof to the Village, in which event neither party shall have any further rights or obligations hereunder (except as specifically provided herein).

16. **ASSIGNMENT AND SUBLICENSE.** Except as otherwise provided in this Section, the Licensee may assign its interests in this License only with the prior written consent of the Village. Notwithstanding the foregoing, the Licensee may assign this License without the Village's consent, (i) to any entity that is a parent, subsidiary or affiliate of the Licensee, and (ii) to any successor in interest to the Licensee by merger, consolidation, acquisition or reorganization.

17. **ENTIRE AGREEMENT.** This License Agreement and any exhibits attached hereto set forth the entire agreement between the parties hereto with respect to the Licensee's right to install, operate, replace, maintain and remove the ATM. There are no promises, agreements or understandings, whether oral or written, between the parties regarding such matters other than as set forth in this License. Any amendment or modification to this License Agreement shall not be binding upon either party unless such amendment or modification is

reduced to writing and signed by both parties. This License Agreement does not create a partnership, agency or joint venture relationship between the Village and the Licensee for the operation of the ATM or for any other purpose.

18. **CAPTIONS.** The captions of the sections of this License Agreement are not part of the context of this License Agreement and shall be ignored in construing this License Agreement. They are intended only as aids in locating various provisions of this License Agreement.

19. **SEVERABILITY.** Each provision contained in this License Agreement shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

20. **GOVERNING LAW; VENUE.** This License Agreement shall be governed by and construed in accordance with the laws of Illinois without regard to conflict of laws principles. The sole and exclusive venue for any litigation involving this Agreement shall be the 12<sup>th</sup> Judicial Circuit Court, Will County, Illinois, and the parties hereby agree to submit to the jurisdiction thereof.

21. **BINDING EFFECT.** This License Agreement shall be binding upon and shall inure to the benefit of the Village and the Licensee and their respective heirs, legal representatives, successors and permitted assigns.

22. **NOTICES.** All notices and communications under this License Agreement shall be in writing and signed by a duly authorized representative of the party sending the same. All notices shall be deemed effective when delivered personally or on the next business day after being sent by a guaranteed overnight delivery service (such as UPS) or on the third (3<sup>rd</sup>) day after being sent by certified mail, return receipt requested, postage prepaid, to the addresses listed as follows:

Village: Noel Maldonado  
Edward Athletic and Event Center  
55 Phelps  
Romeoville, IL 60446

Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

23. **AUTHORIZATION.** Each party to this License hereby represents that this License has been duly authorized, executed and delivered by all necessary action on behalf of

such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the Licensee and the Village have caused this License Agreement to be executed on their behalf by their duly authorized representatives as of the date set forth above.

**“VILLAGE”**

**VILLAGE OF ROMEOVILLE**

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Attest:

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Village Clerk

**“LICENSEE”**

**BBM Financial**

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