

## **GRANT AGREEMENT**

**THIS GRANT AGREEMENT (“Agreement”)** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Village of Romeoville, an Illinois municipal corporation (“**Village**”), and the Romeoville Area Chamber of Commerce, Incorporated, an Illinois not for profit corporation (“**Chamber**”).

### **RECITALS:**

WHEREAS, the Village is a home rule municipality under the Illinois Constitution of 1970; and

WHEREAS, the Chamber is an Illinois Not for Profit Corporation; and

WHEREAS, the mission of the Chamber is to create and foster a growing business community by promoting economic opportunities, advocating for the interests of the members, providing educational resources and developing relationships between the members, thereby promoting economic growth and development within the Village; and

WHEREAS, the Village is and has been supportive of the Chamber’s mission, and desires to provide certain financial assistance to the Chamber as more fully hereinafter described to assist the Chamber in the performance of its mission; and

WHEREAS, the Chamber desires to receive the Grant as hereinafter defined, and upon the terms and conditions hereinafter set forth.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, the parties agree as follows:

1. **GRANT.** Subject to the terms and conditions hereinafter set forth, the Village shall assist and support the Chamber by providing the Chamber with funding in the total amount of \$25,000 (the “Grant”) to defray costs and expenses incurred by the Chamber in the performance of its mission. The Grant shall be payable by the Village to the Chamber in two equal installments of \$12,500 each, with one such installment being due on or before September 30, 2025, and the other such installment being due on or before December 31, 2025. The parties acknowledge that any payments made by the Village to the Chamber in 2025 prior to the execution of this Agreement shall be deemed to have been made by the Village pursuant to this Agreement.

#### **2. CHAMBER’S OBLIGATIONS.**

(a) In consideration of the Village’s provision of the Grant hereunder, the Chamber shall hereinafter extend certain benefits as hereinafter defined (the “Benefits”) to the Village. The

Benefits shall consist of (i) complimentary admissions for the Village and its invitees to attend any luncheon, program, seminar or function organized or presented by the Chamber, (ii) recognition as a "Major Sponsor" in all marketing, promotional, informational or advertising material provided or prepared by the Chamber, together with the right of the Village to so refer to itself in any marketing, promotional, informational or advertising material provided or prepared by the Village, along with any and all other benefits extended to other Major Sponsors of the Chamber, regardless of the form or nature thereof, (iii) the right of the Village to include Village marketing or informational materials in any "welcome bags" or other marketing or informational distributions made by the Chamber to prospective or existing Chamber members, (iv) the right of the Village to include reasonable content within periodic Chamber emails and/or social media postings, (v) the right of the Village to review and approve the Chamber's hiring of a permanent president/chief executive officer, and to participate in the hiring/interview process for that position, and (vi) the right of the Village to continue to have a seat on the Chamber Board.

(b) To the fullest extent permitted by law, the Chamber agrees to indemnify, defend and hold harmless the Village and its elected and appointed officials, administrators, officers, consultants, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with this Agreement. The indemnities contained in this Section shall survive termination of this Agreement.

3. **VILLAGE'S OBLIGATIONS.** The Village's obligations hereunder shall be limited to the obligation to provide the Grant as set forth in Section 2 hereof.

4. **JOINT OBLIGATIONS.**

(a) The parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, and the intent of the parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the parties as reflected by the terms of this Agreement.

(b) Neither party shall assign this Agreement to any person or entity without the prior written consent of the other party.

(c) Village and Chamber agree that this Agreement is for the benefit of the parties and not for the benefit of any third party beneficiary. No third party shall have any rights or claims against Chamber or the Village arising from this Agreement.

**5. RIGHT OF VILLAGE TO TERMINATE; RIGHTS OF VILLAGE UPON DISSOLUTION OF CHAMBER.**

(a) Upon written notice to the Chamber, the Village reserves the right to suspend or terminate or be reimbursed all or part of the Grant herein provided if the Chamber is, or has been, in violation of the terms of this Agreement or fails to perform as required by the terms of this Agreement.

(b) In the event that the Chamber intends or plans to dissolve itself, or intends to consider or act upon any proposal, motion or resolution relating to or pertaining to the dissolution of the Chamber, the Chamber shall provide not less than fifteen days' prior written notice to the Village of the same. Thereafter, the Chamber shall not take any other or further steps to dissolve the Chamber or to adopt or approve a plan of distribution of its then-remaining assets without the express written approval of the Village, which approval may be conditioned upon the Chamber reimbursing the Village for all sums advanced to the Chamber hereunder, or such other portion thereof as may be acceptable to the Village.

**6. NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending party at the respective addresses shown below, or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered.

(a) Notices to Chamber shall be sent to:

Romeoville Area Chamber of Commerce  
101 Airport Road  
Romeoville, Illinois 60446  
Attn: Board President

(b) Notices to Village shall be sent to:

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446  
Attn: Village Manager

**7. MISCELLANEOUS PROVISIONS.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

(f) Chamber and Village agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the parties.

(g) All of the representations and obligations of the parties are contained herein. Chamber and Village 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. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

(h) This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

**SIGNATURE PAGE TO FOLLOW**

**THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED** on their behalf as of the date first above named, which date shall be the date on which the Village authorizes legislation approving the execution of this Agreement.

**VILLAGE OF ROMEOVILLE:**

**ROMEOVILLE AREA CHAMBER OF  
COMMERCE, INCORPORATED:**

By: \_\_\_\_\_  
John D. Noak, Village President

By: \_\_\_\_\_  
Emily Jablonski, President/Chair of the Board

