

OFFICE LICENSE AGREEMENT

This License is made and entered into this **1st** day of **May, 2017** by and between the **VILLAGE OF ROMEOVILLE**, Illinois, hereinafter called, "Licensor", and the **SENIOR SERVICES CENTER OF WILL COUNTY, INC., an Illinois not-for-profit corporation**, hereinafter called "Licensee".

WITNESSETH:

In consideration of the mutual covenants, agreements and stipulations contained in this Agreement, the parties agree as follows:

1. LICENSED PREMISES AND TERM.

Licensor hereby grants to Licensee the exclusive right and privilege, for the term and on the conditions herein set forth, to occupy and use an office in the Village of Romeoville, Village Hall located at 1050. W. Romeo Road, Romeoville, Illinois, hereinafter called the "Licensed Premises".

(See Exhibit "A" for depiction of the Licensed Premises")

for a term to commence on May 1, 2017 and end at midnight on April 30, 2018, such period being hereinafter called the "Term". Thereafter, Licensor and Licensee may renew this License for successive one year terms by mutual written agreement, upon substantially the terms set forth herein. Licensor shall approve any such renewal agreement by action of its Village Manager or his designee.

2. LICENSE FEE.

(A) Licensee agrees to pay Licensor during the Term at such place as Licensor may from time to time designate in writing, without demand, deduction or set-off, annual fees in the amount of \$1,200.00 payable in equal monthly installments of \$100.00 in advance of the first day of each calendar month.

3. USE.

Licensee agrees to use and occupy the Licensed Premises as office space to provide support services to seniors. Licensee's use of the Licensed Premises shall not violate any ordinance, law or regulations of any governmental body. Licensees specifically agree not to use the Licensed Premises or to permit them to be used in any manner as to interfere with the conduct of Licensor's business.

4. ACCEPTANCE OF LICENSED PREMISES

The entering into possession of Licensed Premises by Licensee at commencement of the Term shall be deemed to be an acceptance of the Licensed Premises by Licensee, who thereby acknowledges that the Licensed Premises and the Community Center (hereinafter the "Building") are in appropriate and satisfactory condition for Licensee's intended use.

5. LICENSEE'S OBLIGATION FOR CARE OF LICENSED PREMISES; IMPROVEMENTS; PERSONAL PROPERTY.

(A) Licensee agrees that, at Licensee's expense, Licensee will take good care of the Licensed Premises and the fixtures and appurtenances therein, and will suffer no active or permissive waste or injury thereof, normal wear and tear excepted. Licensee agrees that it will be responsible for costs associated with any repair any injury or damage to Licensed Premises or Building caused by the misuse or neglect thereof by Licensee, or by persons permitted on Licensed Premises by Licensee, or by Licensee moving into or out of the Licensed Premises, normal wear and tear excepted.

(B) Licensee agrees that all personal property brought into the Licensed Premises by Licensee, its employees, licensees, and invitees shall be at the sole risk of Licensee. Licensee also agrees that the Licensors shall not be liable for theft thereof, or of money deposited therein, or for any damages thereto, such theft or damage being the sole responsibility of Licensee. Licensee agrees that it will within thirty (30) days after the last day of the Term: remove all of Licensee's personal property and repair all injury done by or in connection with installation or removal of said property and surrender the Licensed Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. All property of Licensee remaining on the Licensed Premises thirty-one (31) days after expiration of the Term shall be deemed conclusively abandoned and may be removed and disposed of as it sees fit by Licensors, and Licensee shall reimburse Licensors for the cost of removing the same.

6. HOURS OF USE.

The Licensee may use the Licensed Premises during normal operating hours of the Building. The Licensee shall establish and maintain regular business hours as approved by Licensors to provide services to seniors at the licenses premises.

7. ASSISGNMENT AND SUBLETTING

Licensee agrees that it will not, without the prior written consent of Licensors, which consent may be granted or withheld in Licensors's sole and absolute discretion, assign this License or any interest thereunder, or permit the use of the Licensed Premises by any party other than Licensee. Consent by Licensors to one assignment shall not destroy or waive this provision and all later assignments shall likewise be made only upon prior written consent of Licensors, as set forth herein. Assignees shall become liable directly to Licensors for all obligations of Licensee hereunder without relieving Licensee's liability.

8. PROPERTY TAXES.

Licensee represents that it is a non-for-profit tax exempt entity and as such is not responsible for any property tax payments. In the event that property or leasehold taxes are assessed by reason of Licensee's occupancy of the Licensed Premises; Licensee shall, be responsible for the payment of property taxes or leasehold taxes provided (a) all tax bills are presented to Licensee by Licensors at least ten (10) days prior to their due date, (b) the Licensors delivers to Licensee ay notices of proposed assessed valuation or other notices or change in the taxes or assessments within thirty (30) days of receipt by Licensors, and (c) Licensee has the right, at its sole expense to appeal such taxes or assessments and to receive and retain any and all refunds related thereto.

9. INSPECTIONS.

Licensor may enter Licensed Premises at reasonable hours; to inspect Licensed Premises to see that Licensee is complying with all of its obligations hereunder; and to make repairs required of Licensor under the terms hereof.

10. INDEMNITY AND HOLD HARMLESS.

Licensee agrees to indemnify, defend, and hold harmless the Licensor, its employees, agents, officers and elected officials, at Licensee's expense, including the payment of attorney's fees and expenses, against all actions, claims, demands, liabilities and damages that may in any manner be imposed on or incurred by reason of, or arising out of, any act, default, or omission on the part of Licensee or any of its employees, invitees or agents.

11. LICENSEE'S INSURANCE AND WAIVER OF SUBROGATION.

Licensee shall carry fire and extended coverage insurance insuring its interest in Licensed Premises and its interest in equipment, supplies, and other personal property, and Licensee hereby waives any rights of action against Licensor for loss or damage to its improvements; fixtures, and personal property in Licensed Premises. Licensee shall maintain during the Term commercial general liability insurance with minimum coverage of \$1,000,000.00 per occurrence for bodily injury and \$100,000.00 for property damage, for bodily injury or property damage resulting from or relating to Licensee's use or occupancy of the Licensed Premises. The policy of insurance shall name the Village as an additional insured be written on an occurrence basis and shall further provide thirty (30) days' notice be given to the Licensee prior to termination.

12. PARKING ARRANGEMENTS.

Licensor shall maintain the existing parking facilities adjacent to said Building that will be also accommodate Licensee and Licensee's employees on a non-exclusive basis. Licensee acknowledges that the primary purpose of said building is to accommodate the needs of the General Public. Licensor further reserves the right, at its sole discretion, to regulate and assign parking at said parking facilities.

13. TERMINATION.

The Licensor may terminate this license at any time upon thirty (30) days written notice. In the event of a breach by Licensee, this license may be terminated by the Licensor with five (5) days written notice.

14. MISCELLANEOUS.

(A) This License contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, or oral or otherwise, between the parties not embodied herein, shall be of any force or effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This License cannot be changed or terminated orally.

(B) The headings in this License are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License or any of its provisions.

(C) Any notice by either party to the other shall be valid only if in writing and shall be deemed to be duly given if either actually delivered or if mailed, postage prepaid, and sent by registered or certified mail or

by facsimile transmission. Notices shall be deemed given, if personally delivered upon delivery thereof, or, if mailed upon the mailing thereof or if by facsimile transmission, upon the date sent.

(D). Notices shall be given:

If to the Licensors:

Village of Romeoville
1050 W. Romeo Road
Romeoville, IL 60446

If to the Licensee:

Senior Services Center of Will County, Inc.
Attn: Executive Director
251 N. Center Street
Joliet, IL 60435

(E) The Word "Term" shall mean the original term and any renewal term.

(F) Any installment of license fees herein required to be paid by Licensee which is not paid when due, shall bear interest of twelve percent (12%) per annum from the due date until paid, as a late charge for the purpose of reimbursing Licensors for expenses incurred by reason of such failure by Licensee, which charges Licensee acknowledges to be a reasonable and ordinary expense of Licensors.

(G) Licensee agrees to pay all attorneys' fees and expenses incurred by Licensors as a result of any breach or default by Licensee under this License, including the collection of any license fee owing under this License.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in tow counterparts each of which shall be deemed to be original, the day and year first above written.

LICENSOR:

VILLAGE OF ROMEOVILLE, ILLINOIS

By: _____

Title: _____

Date: _____

Attest: _____

LICENSEE:

SENIOR SERVICES CENTER OF WILL COUNTY

By: _____

Title: _____

Date: _____

Attest: _____