

RENEWAL AGREEMENT

This AGREEMENT is made the _____ day of _____, 2017, by and between ILLINOIS CONVENIENCE & SAFETY CORPORATION (hereinafter referred to as "IC&SC") and the VILLAGE OF ROMEOVILLE (hereinafter referred to as VILLAGE).

It is MUTUALLY AGREED that the VILLAGE permits IC&SC to install and maintain transit advertising shelters within the VILLAGE and upon the VILLAGE right-of-way, upon the terms and conditions as follows:

1. **DURATION:** This Agreement shall remain in force for a term of ten (10) years from the _____ day of _____, 2017, unless previously terminated as hereinafter provided.

2. **TYPE OF SHELTER:** Any shelters to be constructed will be of a type approved by the VILLAGE.

3. **IC&SC OBLIGATIONS:** IC&SC will pay all fees, costs, and permit charges regularly assessed by the VILLAGE, unless otherwise waived, and agrees that the shelters will be in conformity with applicable building codes of the VILLAGE, including but not limited to the Village's right of way construction standards as set forth in Chapter 55 of the Village Code of Ordinances. IC&SC is also responsible for obtaining any required permits or approval from other governmental authorities having jurisdiction over a given shelter location. IC&SC will inspect, maintain, repair, clean and service the shelters, in accordance with the applicable ordinances of the Village. The maintenance to be provided will be on a regular basis at least *once per week*. IC&SC shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within twenty-four (24) hours of notification from the VILLAGE or IC&SC's inspection.

4. INDEMNIFICATION AND INSURANCE:

A. IC&SC will indemnify, defend and hold harmless the VILLAGE and its elected and appointed officials, agents, servants, and employees, against all litigation, actions, claims, costs, expenses, damages, liabilities, and judgments for (i) personal injuries, including death, resulting by reason of the erection, maintenance or operation of any of the shelters referred to in this agreement, (ii) property damage, sustained by any person, firm, or corporation whomsoever, caused or alleged to have been caused, directly or indirectly, by an act of omission, negligent or otherwise, of IC&SC, its agents, servants, and employees, or occasioned by any work performed by IC&SC, and (iii) any other liability otherwise founded upon or related in any way to the Village's adoption of this Agreement or its grant of any approval or permission hereunder to IC&SC and IC&SC shall further defend any such action, claim suit or other proceeding brought against the VILLAGE, and shall pay all costs and expenses of whatsoever nature resulting therefrom (including but not limited to the Village's reasonable attorneys' fees incurred in connection therewith), in connection therewith and to pay, on behalf of the VILLAGE, the amount of any judgment or the costs of complying with any court order that may be entered against VILLAGE or its elected and appointed officials, agents, servants, and employees in any such action or suit.

B. IC&SC will carry commercial general liability insurance with limits of \$2,000,000.00 for personal injury and death, \$2,000,000.00 for property damage, and \$2,000,000.00 for all other liabilities. The VILLAGE, its officers, officials, and employees shall be named as Additional Insureds by written endorsement under such coverage for the erection, maintenance, and operation of the bus shelters located in the VILLAGE, and for all other liabilities within the scope of the aforementioned indemnification obligation. IC&SC shall also obtain a written contractual liability endorsement evidencing that the

aforementioned insurance coverage is available for IC&SC's liabilities under the aforementioned indemnification obligation. Certificates evidencing said insurance will be provided upon request by the VILLAGE.

5. MAINTENANCE: IC&SC shall be permitted to enter upon, and into the shelters, at any reasonable time with workmen and all necessary equipment to repair the shelters and install all necessary electrical wires, meters, clock-work machinery, and other hardware reasonably necessary for making the said shelter effective, all of which work shall be done according to and in compliance with VILLAGE code and at the sole expense of IC&SC.

6. PAYMENT FOR ELECTRICAL: IC&SC shall pay all sums that may become due for electrical energy supplied to the shelters and shall keep the VILLAGE indemnified against being called on to pay these sums. IC&SC shall supply lighting to all shelters within the Village.

7. NON-OBSTRUCTION: The VILLAGE shall not obstruct shelter advertising panels, provided, however, that no action that the Village reasonably determines that it is required to undertake to comply with applicable law or to promote public safety shall be deemed to be an obstruction of shelter advertising panels. The VILLAGE agrees to use its best efforts to discourage and prevent third parties from obstructing shelter advertising panels, but IC&SC acknowledges that the VILLAGE does not possess the legal authority to regulate or prohibit all offsite conduct of third parties that could obstruct shelter advertising panels, or to cause any such third parties to remove any claimed obstructions.

8. TYPE OF ADVERTISING: IC&SC agrees that it will utilize the shelters only for advertising material that is truthful in every respect and in accordance with high moral standards. *If the VILLAGE, in its sole discretion, deems any advertising material inappropriate, then upon notice from the VILLAGE, IC&SC shall remove such material within 72 hours from the transit shelter.*

9. RIGHT TO ERECT SHELTERS: The VILLAGE agrees that it gives to IC&SC the right to erect advertising shelters in the VILLAGE and the first option to fulfill any additional advertising shelter requests that may arise within the duration of this agreement. At the request of the VILLAGE, IC&SC will replace existing shelters. The design will be agreed upon by both IC&SC and the Village. The new shelters will be installed within 180 days once shelter design has been determined.

10. SITE LOCATION: The location of shelters is subject to VILLAGE approval as well as approval by the Illinois Department of Transportation (IDOT) for state route installations, and by the Will County Department of Transportation for county route installations.

11. THE RIGHT OF IC&SC TO REMOVE SHELTERS: IC&SC retains the right to remove any shelters without prior notice to the VILLAGE, in the event any restriction on the construction or maintenance of advertising shelters is imposed by statute or by ordinance of the VILLAGE, County or State in which the shelter is located, or in the event the Federal, State, Municipal, or other proper authorities should hereafter establish any rules, regulations, or taxations which shall have the effect of so restricting location, construction maintenance, or operation of shelters so as to diminish the value of said shelters for advertising purposes. All such shelter removal shall be conducted in compliance with the applicable ordinances of the Village, including any applicable permit and site restoration requirements. The VILLAGE may require the removal of any and all shelters if any provision of this agreement is breached for a period of thirty (30) consecutive days. Removal of all shelters shall terminate this Agreement effective as of the date of the removal of the last remaining shelter, provided, however, that

the provisions of Section 4.A. of this Agreement and IC&SC's obligations thereunder shall survive any termination or expiration of this Agreement.

12. **CONDITIONS:** IC&SC shall not be required to provide any shelter in the event advertising contracts sufficient in number to make the project economically feasible shall not be securable. If the shelter(s) are not properly maintained or repaired, in the opinion of the VILLAGE, IC&SC must remove such shelter(s) at its sole expense, and restore the shelter location to the condition in which it existed prior to the construction of the shelter.

13. **DUTY TO REMOVE:** In the event of the nonrenewal or termination of either or both the Agreement and the Comprehensive General Liability Insurance coverage on or before twenty (20) days before the expiration date of the Agreement or of said coverage, IC&SC agrees to immediately remove all of its shelters, including foundations, and if it fails to do so the VILLAGE shall have the right to remove them and IC&SC shall be obligated to pay the VILLAGE its costs for such removal. The provisions of this Section 13 shall survive any expiration or termination of this Agreement.

14. COMPENSATION TO THE VILLAGE:

A: IC&SC will pay the VILLAGE twenty percent (20%) of the gross billings generated by the rental space of shelters within the VILLAGE. 'Gross Billings' is defined as the invoiced price to advertisers, without consideration of, or reduction for, trade discounts, rebates, refunds or credits. The only allowance that will be made is for a legitimate advertising agency fifteen percent (15%) commission.

B. IC&SC will render an annual payment to the VILLAGE, said payment to be received by March 1 of each year for all paid advertising revenue generated the previous year by shelters within the VILLAGE.

C. IC&SC will allow reasonable inspection by authorized VILLAGE officials, at IC&SC's office during normal business hours, to review annual revenues payable to the VILLAGE.

D. The VILLAGE shall have the right to advertise community events or other public service notices, free of charge, in each shelter for a period of thirty (30) days per year based on space availability. The VILLAGE shall be responsible for any production costs, and must contact IC&SC for availability, placement, and posting at least sixty (60) days in advance.

15. **NOTICES:** All notices herein provided for shall be sent prepaid registered or certified mail addressed to the VILLAGE Mayor/President or IC&SC President, at their respective business addresses.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between IC&SC and the VILLAGE OF ROMEOVILLE, and supersedes all prior negotiations and agreements. This AGREEMENT may be amended only by written instrument signed by both parties hereto. This AGREEMENT and any modifications, or additions, hereto shall be binding upon and inure to the benefit of the respective parties, heirs, successors, assigns, partners, and legal representatives. This AGREEMENT may not be assigned or transferred in any way except by the written consent of both parties hereto.

The VILLAGE warrants and represents that it has the authority to enter into this AGREEMENT and that the necessary and proper resolutions have been approved and passed by the proper VILLAGE Officials; further, it is warranted and represented that the signatories to this AGREEMENT have the authority to so act.

ACCEPTED AND APPROVED:

Illinois Convenience & Safety Corporation

BY:_____

Bruce J. Campbell, President

ATTEST:

VILLAGE OF ROMEOVILLE

BY:_____

Village President John D. Noak

ATTEST:

Village Clerk Dr. Bernice Holloway