

## **LICENSE AGREEMENT**

This License Agreement ("Agreement") is made and entered into this 7th day of April 2021 by and between the Village of Romeoville, an Illinois municipal corporation ("Village") and SK Event Services, LLC ("Concessionaire").

### **WITNESSETH:**

**WHEREAS**, the Village through its Recreation Department operates certain Recreational Facilities including the Edward Athletic and Event Center which includes a number of recreational amenities such as indoor court/athletic and event/exhibition space (collectively, the recreational amenities at the Edward Athletic Event Center and the Center itself are hereinafter sometimes referred to as the "Facilities"); and

**WHEREAS**, the Village and its Recreation Department operate or will permit the operation at the Facilities of a second floor concession area known as "Time Out Terrace" (the "Concession Stand"); and

**WHEREAS**, Concessionaire acknowledges that the Village is presently under contract with a third party to provide concession services at the Facilities for the sale and provision of food and beverages, including alcoholic beverages; and

**WHEREAS**, the Village's third party concessionaire has indicated in writing to the Village that it has consented to Concessionaire's sale of alcoholic and nonalcoholic beverages at the Concession Stand, the terms of which consent are substantially as set forth in the letter attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS**, the Village desires to have Concessionaire provide concession services at the Concession Stand, limited to the sale and provision of alcoholic and nonalcoholic beverages only, which alcoholic beverages shall be such alcoholic beverages as Concessionaire may be permitted to sell and serve under the provisions of its Village and State liquor licenses, and Concessionaire desires to provide such services at the Concession Stand, all in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, Concessionaire represents to Village that it presently has and at all times during the term of this Agreement will maintain all Village and State of Illinois liquor licenses necessary to the sale and provision of alcoholic beverages as contemplated by this Agreement; and

**WHEREAS**, the Village finds that it would be in the best interest of the citizens of the Village and other users of the Facilities to permit Concessionaire to operate the Concession Stand; and

**WHEREAS**, the Village finds that the Concessionaire's operation of the Concession Stand in accordance with its proposal will provide appropriate alcoholic and nonalcoholic beverage service to citizens of the Village and other users of the Facilities.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. License. The Village grants to the Concessionaire a license ("License") to occupy and use, for the purposes set forth herein and under the conditions stated herein, the Concession Stand located at the Facilities. Nothing herein shall grant the Concessionaire any license or other permission to sell or provide food at the Concession Stand, it being acknowledged by the parties that the Village is presently under contract with a third party to provide such services at the Concession Stand and the Facilities. The License herein granted is subject to the Village's receipt of a letter

of consent from the Village's third party food concessionaire for the RAEC consenting and authorizing Concessionaire's sale and service of alcoholic and nonalcoholic beverages from the Concession Stand, substantially in the form attached hereto and incorporated herein by reference as Exhibit A.

2. Purpose. The Concessionaire shall use the Concession Stand solely for the provision and sale of alcoholic and nonalcoholic beverages in accordance with this Agreement, and shall conduct no other activity in or from the Concession Stand. Concessionaire further acknowledges that at the direction of the Village, Concessionaire shall share space in the Concession Stand with Village's foodservice concessionaire for the Facilities for the purpose of offering a limited menu foodservice option at the Concession Stand to complement Concessionaire's use and operation thereof, without charge or cost imposed on the Village's foodservice concessionaire in connection therewith, and as otherwise set forth in the letter of consent attached hereto and incorporated herein as Exhibit A.
3. Term of License; Renewal of License. The License granted in paragraph 1 shall take effect on April 8, 2021 for a term of one year, and shall permit Concessionaire to operate the Concession Stand for the purposes set forth herein during the normal business hours of the Facilities, subject to the applicable ordinances of the Village, and subject to the approval of proposed hours and days of operation by the Recreation Department, and provided further, that this Agreement itself may be terminated in accordance with the provisions of paragraph 8 hereof. Notwithstanding the termination of the license hereunder, this Agreement shall survive for purposes of the enforcement of Concessionaire's obligations to the Village hereunder for the time period prior to the termination of this Agreement, including but not limited to the obligations to pay the license fee, to pay for damages to the Concession Stand or equipment therein, and to indemnify the Village. The license herein may be renewed for an additional three year term by an amendment hereto, setting forth such terms as the parties shall then agree upon for the license renewal, provided, however, that any such amendment shall be fully approved and executed by the parties not later than the expiration of the initial one year term of the license created by this Agreement.
4. License Fee and Security Deposit.
  - A. License Fee. As consideration for the privileges extended under the License, the Concessionaire shall pay to the Village a sum equal to Two Hundred Dollars (\$200.00) monthly payable contemporaneously with the execution of this Agreement and thereafter on or before the first day of each month of the term of this license, plus a commission of ten percent (10%) of gross revenues less cost of goods sold by Concessionaire from or generated by the sale of beverages at the Concession Stand as contemplated herein during ordinary operations of the Concession Stand not occurring during a special event designated by the Village (the "License Fee"), and a commission of twenty percent (20%) of gross revenues less cost of goods sold by Concessionaire from or generated by the sale of beverages at the Concession Stand as contemplated herein during a special event designated by the Village. To facilitate the accurate calculation of the License Fee, Village shall timely advise Concessionaire of the scheduled conduct of Village-designated special events at the Facilities for which the twenty percent (20%) commission rate shall apply, and the Concessionaire shall on the first day of every month immediately following a month during which the Concession Stand is operated hereunder provide to the Village financial reports reasonably acceptable to the Village detailing all revenues generated from Concession Stand operations during the immediately preceding month and the cost paid by the Concessionaire for all alcoholic beverages sold from the Concession Stand during such immediately preceding month, which report shall be accompanied by the then-due payment of the License Fee. At all times hereunder, Village shall have the right to inspect the books and records of the Concessionaire

pertaining to the operation of the Concession Stand to aid in the proper calculation and collection of the License Fee.

- B. Security Deposit; Key Deposit. To secure its performance of the terms of this Agreement, the Concessionaire shall deposit with the Village the sum of Five Hundred and No/100 Dollars (\$500.00) ("Security Deposit") plus the sum of Twenty-Five and No/100 Dollars per each key to the Concession Stand provided to Concessionaire by the Village ("Key Deposit"). The Concessionaire shall not be entitled to interest on the Security Deposit or Key Deposit, nor be entitled to treat the Security Deposit or Key Deposit as advance payment of the License Fee due hereunder. In the event that the Concessionaire fails to pay any part of the License Fee, causes any damage or injury to the Concession Stand, or otherwise breaches any term of this Agreement, the Village shall have the right to apply all or part of the Security Deposit toward any past due License Fee obligations, to the repair of any damage or injury to the Concession Stand, or to the remedy of any other breach of this Agreement. If all or any portion of the Security Deposit is so applied, the Concessionaire shall, upon notice from the Village, promptly replenish the Security Deposit to its original amount during the term of the License herein granted. In the event that any breach of this Agreement by the Concessionaire results in damages to the Village Concession Stand of more than Five Hundred and No/100 Dollars (\$500.00), the Village may apply the entire Security Deposit towards such damages, provided, however, that Concessionaire shall remain liable for the balance of such damages, and provide further, that this paragraph 4.B shall not be construed as providing for liquidated damages, nor shall it be construed to limit any other rights or remedies which the Village may have under this Agreement, at law or equity, or otherwise. Any portion of the Security Deposit that does not apply to any of the items set forth in this paragraph 4.B shall be refunded to the concessionaire upon the expiration or termination of this Agreement. Notwithstanding anything herein to the contrary, at the conclusion of the License term provided for in this Agreement, the Village may, at its discretion and upon notice to Concessionaire, apply all or any portion of the Security Deposit or Key Deposit then held by the Village toward payment of the License Fee owed by Concessionaire. The Village shall hold the Key Deposit as security for the return of all keys to the Concession Stand issued to Concessionaire by the Village and may apply the same to the cost of replacement keys in the event that any keys are not returned to Village by Concessionaire at the end of a given license term.

5. Operational Requirements. The Concessionaire shall conform its operation and use of the Concession Stand to the following requirements:

- A. Hours of Operation. The concessionaire shall operate the Concession Stand during the dates, days and time periods determined in accordance with paragraph 3. Concessionaire acknowledges that the dates, days and time periods determined pursuant to paragraph 3 may be subject to change based on changes in the events scheduled at the Facilities, or the conduct of ongoing construction projects at the Facilities and that in the event of any changes to events or usage scheduled to take place at the Facilities, Concessionaire shall modify its dates, times and hours of operation to accommodate such schedule changes.
- B. Sign. The Concessionaire may place a sign advertising its operation of the Concession Stand on or adjacent to the Concession Stand, provided, however, that such a sign must conform to all of the Village's ordinances and requirements, and must be pre-approved by the maintenance staff of the Village's Recreation Department.
- C. Business License/Necessary Permits. The concessionaire shall obtain a license covering its operation of the Concession Stand from the Village, and shall obtain any other

Village, federal, state, or Will County authorizations or permits necessary to such operations, including but not limited to all required licenses for the sale of alcoholic beverages. Additionally, any alteration, decoration or modification of the Concession Stand desired by the Concessionaire shall be prohibited without the express approval of the Village thereto in writing, and shall be fully subject to the applicable ordinances of the Village; any alterations, decorations or modifications of the Concession Stand so made shall become the sole property of the Village upon any termination or expiration of this Agreement.

- D. Taxes. The Concessionaire shall be responsible for collecting and paying taxes arising out of its operation of the Concession Stand, including but not limited to, State of Illinois Sales Taxes.
- E. Health Permit. The Concessionaire shall obtain a Will County Health Permit and the Concession Stand will be inspected by the Will County Health Department. Failure to obtain such permits will result in closing of the Concession Stand.
- F. Compliance. The concessionaire's operation of the Concession Stand shall comply with all applicable laws, regulations, ordinances, and orders of any governmental body having jurisdiction, including but expressly not limited to the Village.
- G. Menu. Concessionaire shall only sell alcoholic and nonalcoholic beverages at the Concession Stand as permitted by this Agreement. Concessionaire acknowledges that Village currently is or during the term of this Agreement may become party to an agreement which requires the exclusive sale of nonalcoholic beverages from a certain defined family of beverage products at the Concession Stand, and agrees that it shall abide by and comply with the terms and provisions of any such agreements entered into from time to time by the Village in connection with its performance under this Agreement.
- H. Insurance. Contemporaneously with its execution of this Agreement, Concessionaire shall obtain or have in full force and effect Commercial General Liability insurance and dram shop insurance coverage insuring Concessionaire and Village with respect to occurrences on or about the Concession Stand and arising out of the performance of the Agreement or the sale of alcoholic beverages from the Concession Stand with such Commercial General Liability coverage having combined single limits of not less than \$1,000,000.00 for personal injury and death and property damage per occurrence, and in the aggregate, and which dram shop coverage shall have such limits as required by Illinois state law, all of which coverage shall specifically refer to this Agreement. Concessionaire shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence. 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 from the Concession Stand by Concessionaire. 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.
- I. Intentionally Omitted.

- J. Cleaning. The Concessionaire shall, during the term of this agreement be responsible for keeping the Concession Stand and all equipment used in the operation of the Concession Stand in clean and sanitary condition. Concessionaire shall also at all time maintain the Concession Stand and associated areas, including seating areas, and all personal property located therein in a clean, neat, orderly and safe condition. This includes the collection and proper disposal of trash and keeping table tops in a clean and sanitary condition. The Village will provide trash receptacles and tables. Concessionaire is also responsible for any and all damage to the Concession Stand and equipment provided by the Village in excess of normal wear and tear and shall be responsible to repair or replace damaged equipment at its expense, and with the repaired or replaced equipment thereafter being the sole property of the Village.
  - K. Equipment. The Concessionaire shall be allowed to use such of its own equipment, as it deems necessary for the operation of the Concession Stand, and shall be solely responsible for its operation and maintenance.
  - L. Employees; Employee Conduct. Concessionaire shall be responsible to staff the Concession Stand with sufficient employees or volunteers qualified in the operation of the Concession Stand or comparable facilities as are necessary to provide efficient and courteous service to the public. The Concessionaire shall assume full responsibility and liability for the acts and conduct of the employees or volunteers operating the Concession Stand, and shall take such disciplinary measures as may be necessary with respect to such employees.
  - M. License Personal to Concessionaire. Absent the express written consent of the Village to the contrary, the License created hereby shall be deemed personal to the Concessionaire, and the Concessionaire shall not contract, sublicense or otherwise act in any way to transfer its rights hereunder to any other party.
  - N. Background Checks. At all times during its operation and use of the Concession Stand, Concessionaire shall require that at least one of its personnel or volunteers present at the Concession Stand during such operation shall have submitted to a criminal background check conducted by the Village Police Department, the results of which shall be acceptable to the Village at its discretion prior to the operation of the Concession Stand by Concessionaire.
6. Village Operational Responsibilities. The Village shall facilitate the Concessionaire's operation of the Concession Stand as follows:
- A. Access to the Concession Stand. The Village shall provide the Concessionaire with keys to and the alarm code for the Concession Stand as needed. The Concessionaire shall return the keys to the Village upon the termination of this License, shall not duplicate or transfer keys, and shall not divulge the alarm code to any persons other than the employees authorized to operate the Concession Stand.
  - B. Utilities. The Village shall supply, at its expense, all electrical, water, and sewer service necessary to the Concession Stand, including the rest rooms and the outside areas adjacent to the Concession Stand.
  - C. Concession Stand Maintenance. Subject to Concessionaire's obligations under this Agreement (including but not limited to the obligations to maintain the Concession Stand in a clean and orderly manner, and to be responsible for damage to the Concession Stand

and Village Equipment identified in Exhibit B resulting from Concessionaire's operations hereunder), Village shall otherwise maintain the Concession Stand and the Facilities.

- D. Village Equipment. The Village shall furnish the Concessionaire with the equipment identified in Exhibit B for use at the Concession Stand by Concessionaire during this Agreement. The Concessionaire, pursuant to paragraph 5.J., shall be responsible for keeping the foregoing equipment in clean and sanitary condition during the term of this Agreement, and for repairing and if necessary replacing any equipment (including the Concession Stand) damaged in excess of normal wear and tear. All repaired and replaced equipment (including the Concession Stand) shall be owned by the Village.
  - E. Concessionaire's Equipment and Inventory. The Village shall not be responsible for any damages to or loss of any of the Concessionaire's equipment or inventory where such damage results from theft, vandalism, fire, natural disaster, or other cause similarly beyond the control of the Village.
- 7. Indemnity. The Concessionaire shall indemnify and hold harmless the Village and any of its elected officials or employees from all claims, costs, damages, penalties or other charges sustained by the Village and its elected officials or any employees arising from or related to any breach of this Agreement by the Concessionaire, or the negligence or misconduct of Concessionaire in performing under this Agreement. The provisions of this paragraph 7 shall survive the expiration or termination of this Agreement.
  - 8. Termination. Either party shall have the right to terminate this Agreement on five (5) days' notice to the other party in the event that such other party breaches any term or condition hereof.
  - 9. No Interest in Property. The License granted by paragraph 1 of this Agreement shall be construed as a personal privilege extended to the Concessionaire, and shall not be construed as granting the Concessionaire any interest in the Concession Stand or any other real property owned by the Village.
  - 10. Headings. The headings of the paragraph of this agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe an understanding of parties hereto.
  - 11. Governing Laws. This Agreement shall be deemed to have been executed, delivered and accepted in the State of Illinois and shall be construed pursuant to and in accordance with the laws of the State of Illinois.
  - 12. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the parties and there are no other agreements, representations, warranties or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless by like instrument.
  - 13. Counterparts. This Agreement may be signed upon by any number of counterparts with the same effects as if the signature to each were upon the same Agreement.
  - 14. Originals. This Agreement may be reproduced by means of carbon, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

15. Waiver. No waiver by either party of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. No covenant, term or condition of this Agreement shall be deemed waived by either party unless waived in writing.
16. Notice. Any notice provided for herein or given pursuant to this Agreement shall be in writing and served on the Village and the Concessionaire at the following address:

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

With Copy to: Rich Vogel  
Tracy, Johnson & Wilson  
2801 Black Road – Second Floor  
Joliet, Illinois 60435

Concessionaire: SK Event Services LLC  
715 N Independence Boulevard (105)  
Romeoville , IL 60446

Any notices shall be either (i) personally delivered to the address set forth above, in which case it shall be deemed delivered on the date of delivery to said address; or (ii) sent by registered or certified mail, return requested; or (iii) sent by a nationally recognized overnight courier.

17. Village Signatories. The signatories for the Village to this Agreement are signing in their corporate and representative capacities, and shall not be personally or individually liable for the performance thereof.
18. Venue. Any suit brought by a party hereto against the other to enforce the terms of this Agreement shall be brought in the Circuit Court of the Twelfth Judicial court, Will County, Illinois.

**IN WITNESS WHEREOF**, the undersigned parties have caused the Agreement to be duly executed.

**VILLAGE OF ROMEOVILLE**

**CONCESSIONAIRE**

**SK Event Services, LLC**

By: \_\_\_\_\_  
John D. Noak, Mayor

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

Its \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Olivia Blomberg, Deputy Village Clerk

Attest: \_\_\_\_\_

**EXHIBIT A—LIGHTNING EVENT AND MANAGEMENT LLC LETTER CONSENTING TO  
ALCOHOLIC AND NONALCOHOLIC BEVERAGE SALES**

April \_\_\_\_, 2021

Ms. Kelly Rajzer, Director  
Department of Parks & Recreation  
Village of Romeoville  
900 W. Romeo Road  
Romeoville, IL 60446

RE: License Agreement with Lightning Event and Management LLC; Romeoville Athletic and Event Center

Dear Ms. Rajzer:

Pursuant to our recent conversation, this letter is to advise you that Lightning Event and Management LLC ("Lightning") hereby consents to the sale and service of alcoholic and nonalcoholic beverages (and no other beverage or food products) by SK Event Services, LLC ("SK") under license agreement with the Village and in compliance therewith, subject to the terms and conditions expressed in this letter:

1. Sale and service of alcoholic and nonalcoholic beverages by SK shall be limited to the "Time Out Terrace" area of the Romeoville Athletic and Event Center ("RAEC"). SK shall pay commission to the Village upon all such sales in accordance with the provisions of its license agreement with the Village, and Lightning shall have no financial or other obligations to the Village relating to the sale and service of any beverage products at the "Time Out Terrace". Nonalcoholic beverages shall be supplied to SK by Lightning, and shall be limited to such canned our fountain soft drinks and bottled water products as are sold elsewhere in the RAEC by Lightning, and as are permitted to be sold in the RAEC by any sales exclusivity agreements with beverage distributors to which the Village is party.

2. Lightning shall have all rights to sell prepared food items from the "Time Out Terrace", in accordance with the provisions of the license agreement as amended between Lightning and the Village pertaining thereto (and shall pay commission on such sales pursuant to its license agreement with the Village), and upon such other terms not inconsistent therewith as may be agreed to by SK and Lightning (including but not limited to terms pertaining to the provision of sufficient space within the "Time Out Terrace" for Lightning's food service activities). SK shall not impose any cost, charge or fee on Lightning in connection therewith. Lightning's prepared food sales from the "Time Out Terrace" shall consist of a limited menu of the following items: a) Chicago Hot Dog basket, b) Phelps Avenue Burger basket, c) Italian Beef basket, d) Grilled Chicken basket, e) Slam Dunk Nachos and f) Sandwich of the Day basket.

We look forward to a successful athletic and event season in 2021 with the Village at the EAEC.

Sincerely,

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John Jones  
Lightning Event and Management LLC

## **EXHIBIT B—EQUIPMENT SUPPLIED BY VILLAGE AT CONCESSION STAND**

### **Equipment**

Concessionaire shall furnish and maintain, at its sole cost and expense, all equipment necessary to carry out the operation of the Concession Stand, and which shall remain the property of the Concessionaire upon termination or expiration of contract/contract. Following is a list of equipment owned by the Village that is currently provided and available for use by the Concessionaire. The Village will ensure that all existing equipment is in good working order prior to Concessionaire occupancy. All cleaning, maintenance and service calls for all equipment are the responsibility of the Concessionaire upon initiation of the license contemplated hereby.

Concessionaire will be responsible for any damages to the Village's concession equipment above and beyond normal wear and tear. Any damaged equipment will be subject to review by the Village and Concessionaire. In the event of damage to Village property or equipment beyond normal wear and tear, the security deposit will be applied to the costs of repairing such damage or replacing damaged property or equipment, and any unpaid damage costs not covered by the security deposit will be billed to the Concessionaire under the contract. All replacement or repaired property or equipment will be owned by the Village.

Village-owned concession equipment at EAEC Time Out Terrace:

Refrigerated back bar cabinet