

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") entered into between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and Carlos and Eddy LLC, dba as Carlos and Carlos Ristorante, ("Licensee"); and

WHEREAS, the Village is the owner of Harmony Park ("Park"), located at 17 West Campbell in the Village of Arlington Heights; and

WHEREAS, Licensee is the owner of Carlos and Carlos, a restaurant located at 27 West Campbell, in the Village of Arlington Heights; and

WHEREAS, the Licensee's restaurant is located directly east of the Park; and

WHEREAS, Licensee has requested permission from the Village to use a small portion of the Park ("Site") that is contiguous to its restaurant solely for the purposes described herein,

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the mutual covenants contained herein, the Parties agree as follows:

1. The Village grants the Licensee a license to use the Site for an outdoor eating area, as set forth on Exhibit A, which is attached and made a part of this Agreement. The Licensee understands and agrees that the Site is within a public park and, as such, may be utilized by individuals not utilizing the Licensee's facility.
2. Recognizing that the use of the Site is seasonal, the term of this Agreement shall be for the period commencing on the date set forth above and terminating October 31, 2020, with the understanding that in each year of this Agreement the outdoor eating area shall not begin until April 1 of that year. While this is a three year agreement, the ability to have an outdoor eating area in each of the years is dependent upon Licensee's receipt of an annual permit from the Village and providing valid proof of insurance.

Each year, as part of the permit review process, the Village, in its sole discretion, will determine upon receipt and review of appropriate documentation and prior history whether a subsequent permit will be granted. If the Village determines that a permit will not be granted for another year, it will notify the Licensee in writing of the termination of this License Agreement.

3. The Licensee will obtain any required permits and pay all required fees.
4. The Licensee acknowledges that it has physically inspected the Site completely and thoroughly and accepts possession in an "as-is, where-is" condition.
5. The Licensee agrees to keep the Site in a safe, clean, and hazard-free condition throughout its possession. It is expressly understood that the Licensee will be placing planters, tables and chairs on the Site and that these will not be attached in any way to the Site. During hours when the Licensee is not open for business, the Site shall be kept in an aesthetic orderly manner and the tables and chairs shall not be stacked. The

Site will remain accessible to the public at all times when the Licensee is not using the Site for business.

The Licensee, its agents, employees, and contractors, shall not, without the Village's prior written consent, make any alterations or repairs or additions to the Park.

The Licensee further understands that the Village assumes no responsibility whatsoever for any injury or damage that may occur in any way from any of the items or furnishings the Licensee places on the Site, regardless of whether the damage or injury occurs on the Site or elsewhere.

6. If so requested by the Village, the Licensee shall remove any and all items and furnishings it has placed on the Site for specific events held at and around the Park. Absent exigent circumstances, the Village will provide written notice not less than seven days in advance of any date that will require the removal of the furniture.

Additionally, the Parties recognize that certain annual events require the use of the entire Park. For these events, the Licensee shall remove any and all items and furnishings it has placed on the Site. These events are the Sounds of Summer concert the Thursday before the Mane Event, the Mane Event, and the Taste of Arlington. As these dates change every year, specific dates are not listed. No further notice of these events will be provided by the Village - it is up to the Licensee to confirm the dates annually.

7. It is recognized by both Parties that the Site is part of the Park and that the Village maintains the Park. The Licensee agrees that the Village shall have no liability whatsoever with respect to the Site throughout the term of this Agreement. Licensee shall be responsible for all loss or damage to the Site and to any persons or property therein, regardless of cause, excluding any loss or damage arising out of the negligence or willful misconduct of the Village and its agents and employees.

8. The Licensee will and does hereby agree to defend, indemnify, save and hold harmless the Village of and from all claims, loss damage, injury, causes and actions, suits of whatever nature for personal injury, including death resulting therefrom, and property damage arising out of, resulting from, or in connection with the use or operation, including without limitation, making of improvements, if any, of the Site, or any acts in connection with such use or operation, whether by the Licensee, or a contractor, if any contracting with Licensee, or any invitee, guest, workman, agent or employee of the Licensee. The Licensee further agrees to defend, indemnify, save and hold harmless the Village of and from all claims, loss damage, injury, causes and actions, suits of whatever nature that may occur in any way from any of the furnishings the Licensee places on the Site, regardless of whether the damage or injury occurs on the Site or elsewhere.

9. A default shall occur if the Licensee fails to pay any sum of money (whether the license fee or any other amount due to the Village) when due, if the Licensee's liquor license is revoked by the Village, or if the Licensee fails to comply with any other provision of this Agreement or the Village Code and such failure continues for 30 days after the date of written notice from the Village to the Licensee specifying the nature of the default.

Upon or after any default, this Agreement is terminated without any further notice. The Licensee may re-enter the Site and remove all persons and property from the Site at the Licensee's sole expense.

10. Upon the expiration of the Term or the early termination of this Agreement for any reason, the Village may, in addition to any other rights granted herein, re-enter the Site and remove all persons and property from the Site, storing such property at the Licensee's sole expense.

11. The Licensee agrees that it will, at its expense, obtain insurance to cover its liability hereunder, with the following minimum amounts:

Commercial General Liability:

|                                   |                            |
|-----------------------------------|----------------------------|
| Bodily Injury and Property Damage | \$1,000,000 per occurrence |
| Combined                          | \$2,000,000 aggregate      |

|                           |                |
|---------------------------|----------------|
| Personal Injury Liability | BFGL aggregate |
|---------------------------|----------------|

|                       |                       |
|-----------------------|-----------------------|
| Worker's Compensation | Statutory (\$100,000) |
|-----------------------|-----------------------|

|                      |           |
|----------------------|-----------|
| Employer's Liability | \$500,000 |
|----------------------|-----------|

Umbrella Excess Liability:

Special coverage shall be \$1,000,000 over primary insurance

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

The Licensee agrees that it will name the Village as Additional Insured in the general liability policies of insurance required herein (which may include a combination of underlying and umbrella coverage) with respect to the Site and the use, operation, and possession thereof and that it will provide to the Village the appropriate insurance policy endorsement evidencing compliance.

12. The Licensee agrees to use and operate the Site in complete compliance with all local codes, ordinances, and governmental rules and regulations. The Licensee specifically understands that all outdoor activity on the Site must be concluded no later than 11:00 p.m. The Licensee further understands that it is the responsibility of the Licensee to ensure that no one leaves the Site with any alcoholic beverages. The Licensee also agrees to take any action necessary should the Village notify the Licensee of complaints of excessive noise emanating from the Licensee's use of the Site.

13. The Licensee agrees to promptly pay for any labor and/or material performed in or about the Site and not to permit any liens to be filed against the Site, or any interest therein, with respect to labor, material, or services performed. If any such liens shall be filed, the Licensee shall cause them to be discharged by payment, bond, court order, or otherwise, to the satisfaction of the Village.

14. The Village, at all times during the Term, shall have the right to enter the Site at any reasonable time to inspect the Site.

15. The Village shall not, by reason of this Agreement or any of its provisions, in any way become the landlord of the Licensee, or in any way become a partner of or joint venture with the Licensee in the conduct of its business.

16. The Licensee acknowledges that this Agreement is not a lease and that it has no rights under the Illinois Forcible Entry and Detainer Law.

17. This Agreement shall be construed in accordance with the laws of the State of Illinois.

18. All notices required under this Agreement shall be deemed sufficiently given or served if delivered personally or if sent by receipted delivery to:

Village of Arlington Heights  
Village Manager  
33 S. Arlington Heights Road  
Arlington Heights, IL 60005

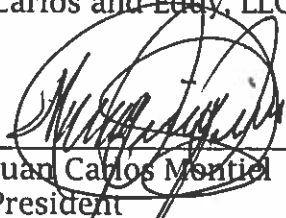
Juan Carlos Montiel  
Carlos and Carlos Ristorante  
27 W. Campbell  
Arlington Heights, IL 60005

19. If any term, covenant, or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2017.

Carlos and Eddy, LLC

Village of Arlington Heights

  
\_\_\_\_\_  
Juan Carlos Montiel  
President

\_\_\_\_\_  
Thomas Hayes  
Mayor

3/28/2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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