PARKING LOT USE LICENSE AGREEMENT
[July 2015 Form]

THIS LICENSE AGREEMENT (the "**Agreement**") is made and entered into as of November 1, 2015 ("**Effective Date**"), by and between the Board of Education of the City of Chicago, a body politic and corporate (the "**Licensor**") and Dugout Properties, LLC, an Illinois limited liability company (the "**Licensee**").

RECITALS:

A. Licensor is the beneficial owner of parking areas located at 3527 South Wallace, Chicago, Illinois; the parking area is located adjacent to the McClellan Elementary School (the "**School**"); and

B. Licensor has made the parking area available for a use license Monday through Friday, from 5:00 pm until 7:00 a.m., and Saturday, Sunday, holidays, and when School is not in session, for 24-hour use (the "**License**"); and

C. Licensee desires to license the parking area under the License for parking under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as if set forth in full, and for other good and valuable consideration in hand paid, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee the non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the following premises ("**Premises**"):

> the main parking lot and auxiliary parking lot located at 3527 South Wallace, Chicago, Illinois, Chicago, Illinois, adjacent to the School.

2. **Term of License; Options to Renew.** The term of this License shall commence on the **Effective Date and end December 31, 2020** ("**Term**"), unless terminated sooner in accordance with paragraph 3 of this Agreement. This Agreement shall have no renewals.

3. **Early Termination.** Licensor may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) day's written notice to the Licensee as provided in paragraph 22 herein. If Licensor determines, it in its sole discretion, that the use of the Premises compromises or in any way interferes, directly or indirectly, with the safety and security of the School, Licensor may terminate this Agreement immediately upon written notice.

4. **Limitations on License.** Licensee hereby acknowledges and agrees that the License granted hereunder is for the sole purpose of parking motor vehicles for Licensee's customers, guests, invitees and employees, subject to the following limitations and restrictions (the "**Use**"):

A. Licensee may use the Premises only on the following days and times:

Days of Week	Hours of Use
Monday – Friday	5:00 p.m. until 7:00 a.m.
Saturday, Sunday, holidays	24 hours
When School is not in session	24 hours

B. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School. Licensee's license hereunder is and shall at all times remain throughout the Term subordinate to and ancillary to school operations. Licensee agrees that: (a) Licensee shall conduct its operations on the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any

manner the operation of the School; (b) Licensee's Use shall not be exclusive and that Licensor retains the right to use the Premises for its own purposes, which purposes shall, at all times, remain paramount to and have priority over Licensee's rights hereunder; and (c) without any reduction in the License Fee (set forth below), upon not less than twenty-four (24) hours' notice from Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including but not limited to, graduation, report card pickup day, and parent/teacher conferences.

C. Ingress and egress to and from the Premises shall be from South Parnell Avenue.

5. License Fee.

A. During the Term, Licensee shall pay a license fee as follows:

Year 1, November 1, 2015 – October 31, 2016:	$28,000
Year 2, November 1, 2016 – October 31, 2017:	$29,000
Year 3, November 1, 2017 – October 31, 2018:	$30,000
Year 4, November 1, 2018 – October 31, 2019:	$31,000
Year 5, November 1, 2019 – December 31, 2020:	$32,000
Total:	**$150,000**

The fee shall be payable to the School at the School's address listed in Section 1, in advance on the first day of each month ("**Monthly License Fee**"). For any partial month, the Monthly License Fee shall be pro-rated accordingly, based upon a 30-day month.

B. Each Monthly License Fee is due on the first (1st) day of each month during the Term. Any Monthly License Fee not received in full by the School by the tenth (10th) day of the month shall be assessed a late payment fee equal to five percent (5%) of the total amount of the outstanding Monthly License Fee.

6. Costs and Expenses. Any and all costs, expenses or fees arising out of or relating to the grant of the License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, taxes, physical improvements, ongoing preventative maintenance and insurance premiums. To the extent Licensor, at its option, pays any of the preceding costs, expenses or fees, Licensee shall reimburse Licensor within five (5) days after receipt of written notice from Licensor regarding the same.

7. Compliance with Laws. For the purpose of this Section 7, "Licensee" shall refer to Licensee and its agents, employees, invitees, members and guests. Licensee shall, at all times during the Term and any renewal thereof, comply (and shall cause its members, employees, agents, and invitees to comply) with all laws, codes, statues, ordinances and regulations applicable to this Agreement and Licensee's Use of the Premises. In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises at the times and for the Use stated herein.

8. Maintenance.

A. Licensee shall, at its sole cost and expense, be responsible for normal maintenance of the Premises during the permitted Use time, including without limitation, keeping the Premises free of all debris, bottles, trash and snow.

B. Licensee shall, at its sole cost and expense, repair any damage to the Premises caused by Licensee, or by its members, invitees, guests, employees and agents. Licensee shall return the Premises to the Licensor in the same or better condition than received.

C. When snow accumulates to two inches or more on the Premises during the permitted Use time, Licensee shall be responsible for the snow removal and shall use one of Licensor's approved vendors for

such snow removal services. If Licensee fails to remove snow or requests Licensor to remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the removal.

D. Licensor shall have the right to temporarily close the Premises or certain areas therein in order to perform necessary repairs, maintenance and improvements.

9. **Signage; Alterations and Modifications; Vehicles/Property Left on Premises**.

A. Licensee shall not without (i) prior written consent from Licensor, and (ii) written proof the Premises is zoned to allow any such signage, place any signage on, or otherwise alter, modify, improve or change the Premises. Any request from Licensee to place signage on, or otherwise alter, modify, improve or change the Premises must include drawings or a detailed written proposal of any such requested changes. All Licensor approved signage, alterations, modifications, improvements or changes shall be at the sole cost and expense of Licensee.

B. The parties acknowledge and agree that no equipment or fixtures may be placed on the Premises by Licensee without receiving Licensor's prior written consent. Further, Licensee agrees that if any approved equipment is installed that restricts access to the Premises, Licensee shall ensure such equipment will not prohibit or hinder use of the Premises outside the days and times of Licensor's permitted Use. Licensor shall have no liability for any equipment of fixtures of Licensee.

C. Prior to installing any such approved equipment on the Premises, Licensee shall pay to Licensor a deposit in the amount of $N/A ("**Equipment Deposit**"). If Licensee places approved equipment or fixtures on the Premises, the parties agree that upon termination of this Agreement (after any extensions or renewals hereof), Licensee shall, at its sole cost, and if directed by Licensor, remove all equipment and fixtures from the Premises and restore the Premises to its original condition as it existed at the commencement of this Agreement. Licensor has a right of first refusal to keep any such equipment or fixtures on the Premises, in its sole discretion. In the event Licensee fails to restore the Premises to the condition required herein within ten (10) days after termination of this License Agreement, Licensor shall use the Equipment Deposit to restore the Premises. In the event the actual cost of restoring the Premises exceeds the amount of the Equipment Deposit, Licensor shall provide notice of such additional amount to Licensee, and Licensee shall pay to Licensor any such amount within thirty (30) days after written notice from Licensor. If the Premises are restored as required in this Agreement, Licensor shall return any Equipment Deposit to Licensee within sixty (60) days of Licensee's completion of any required restoration.

D. Except for emergency repairs, Licensee shall not permit work to be performed on any vehicle while located on the Premises. **No vehicle or other property of Licensee or entrusted to Licensee may be left on the Premises past 7:00 a.m. each Monday through Friday.** Any vehicle left on the premises past 7:00 a.m. Monday through Friday is subject to towing at the direction of the Licensor, and any costs associated with such towing are the responsibility of the Licensee. In the event that a vehicle or other property of Licensee or entrusted to Licensee is unable to be removed by that time, Licensee must contact Licensor to request authorization for such property/vehicle to remain on the Premises for an additional period. Such authorization is in Licensor's sole discretion and must be in writing. **If Licensor does not grant authorization or if such property or vehicle remains on the Premises beyond the period authorized in writing by Licensor, there will be a daily charge of $100 per vehicle and Licensor may dispose of such other property, without any liability to Licensor.** Licensor shall not be responsible for damage to such property or vehicle.

10. **Indemnification**. Licensee shall indemnify, defend and hold harmless Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the occupancy or Use of the Premises by Licensee, or its invitees, employees,

agents, affiliates or other representatives; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee, or its invitees, employees, agents, affiliates or other representatives; (iii) a violation of any laws, statutes, codes, ordinances or regulations by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement.

Licensee shall, at its sole cost and expense, appear, defend and pay all attorneys' fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Licensor in any such action, Licensee shall, at its sole cost and expense, satisfy and discharge such obligation of the Licensor. Licensor shall have the right, at its own expense, to participate in the defense of any suit, without relieving Licensee of any of its obligations hereunder. Licensor retains final approval of any and all settlements or legal strategies which involve the interest of the Licensor.

However, if Licensee, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Licensee) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Licensee, subject to the right of Licensee to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Licensee and Licensee shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Licensee was conducting the defense.

To the extent permissible by law, Licensee waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Licensee that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2nd 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.

11. **Condition of Premises; Assumption of Risk**. No agreements or representations have been made to Licensee regarding the conditions of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. Licensee agrees that it is familiar with the condition of the Premises and the suitability of the Premises for its intended Use and accepts the Premises on an "AS-IS", "WHERE-IS" basis.

Licensee acknowledges and agrees that by Use of the Premises, Licensee assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of Licensor. To the fullest extent permitted by law, Licensee hereby releases Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding (collectively, the "**Released Parties**"), from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof, provided no unlawful act of the Released Parties resulted in the loss or damages. This is a license. No bailment is intended or created.

12. **Security**. Licensee acknowledges that at all times during the permitted Use times, it shall maintain security measures appropriate to reasonably protect the Premises, including the staffing of personnel as may be reasonably necessary to safely operate the Premises for parking.

13. **Insurance Requirements**. Licensee must provide and maintain at Licensee's own expense, for the duration of this Agreement, the minimum insurance coverages specified below, insuring all operations

related to this Agreement. Licensee shall provide Licensor with a certificate of such insurance upon execution of this Agreement. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Minimum insurance requirements are:

A. **Workers Compensation and Employers Liability.** Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Licensee's employees who perform work at the Premises, with limits of not less than Five-Hundred Thousand and 00/100 Dollars ($500,000.00) per occurrence.

B. **Commercial General Liability (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate, for bodily injury, personal injury, and property damage liability. Coverages must include all premises and operations. Such coverage must specifically include and may not exclude coverage for sexual molestation. The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly during the Term.

C. **Automobile Liability (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with the Use of the Premises, Licensee must provide Automobile Liability Insurance, with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence for bodily injury and property damage. The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis.

D, **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance.

E. **Garage Keepers Legal Liability.** Garage Keepers Legal Liability with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence. The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis.

F. **Additional Insured.** Licensee shall have its General and Automobile Liability Insurance policies endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board".

G. **Insurance Certificates.** Before the beginning of the Term and prior to Licensee's use of the Premises, Licensee will have its insurance company or its representative submit an insurance certificate evidencing insurance coverage maintained by Licensee and indicating that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and such other entities as may be designated by Licensor are listed as on a primary basis without recourse or right of contribution. The Certificate must provide for sixty (60) days prior written notice to Licensor of material change, cancellation or non-renewal of any policy maintained by Licensee and be given to:

Board of Education of the City of Chicago
Department of Risk Management
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Risk Manager
Fax: (773) 553-3326

Licensee's failure to carry or document required insurance shall constitute a breach of this Agreement and any failure by the Licensor to demand or receive proof of insurance coverage shall not constitute a waiver of Licensee's obligation to obtain the required insurance. Licensor will not allow Licensee to use the Premises if satisfactory proof of insurance is not provided. Licensor reserves the right to obtain

copies of insurance policies and insurance records by written request at any time from the Licensee and to modify, delete, alter or change insurance requirements at any time.

Licensee shall require any subcontractors performing under this License to maintain comparable insurance which shall name Licensee, Licensor (inclusive of its members, employees and agents) and any other entity designated by Licensor as Additional Insureds. If Licensee has subcontractor(s), Licensee shall maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

14. **Safety Issues.** Licensee shall promptly notify Licensor's Risk Management office of any safety concerns regarding the Premises or Use of the Premises under this Agreement. Licensee is responsible for using the Premises in a safe manner. In the event of any significant injury or damage to or on the Premises, Licensee will inform Licensor as soon as possible but in no event later than twenty-four (24) hours of such event. Failure to timely provide such notice shall constitute a breach of this License Agreement.

15. **Non-Discrimination:** During the Term. Licensee shall not commit an unlawful employment practice as set forth in subparagraph 15 A below and Licensee shall be in compliance with the laws and regulations set forth in subparagraph 15 B below.

A. **Unlawful Employment Practices**. It is an unlawful employment practice for Licensee or any of its members or employees to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms. conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin. It is also an unlawful employment practice for Licensee or any of its members to subject any employees, applicants, participants, students or volunteers of Licensor to unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature when submission to or rejection of such conduct is: (i) made either explicitly or implicitly a term or condition of such person's employment, participation or receipt of services; (ii) is used as a basis for a decision affecting the individual's employment, participation or receipt of services; or (iii) has the purpose of creating an intimidating, hostile, or offensive working or learning environment.

B. **Compliance.** Licensee shall comply with the Civil Rights Act of 1964 as amended, 42 U.S.C.A., Section 2000, *et seq.;* the Age Discrimination in Employment Act, 29 U.S.CA §621, *et seq.;* Section 504 of the Rehabilitation Act, 20 U.S.C.A. §701, *et seq.,* as amended; the Americans With Disabilities Act, 42 U.S.C.A.§12101, *et seq.;* the Illinois Human Rights Act, 775 ILCS *5/1-10,* as amended; the Chicago Human Rights Ordinances, MCC Ch 2-160; Illinois Human Rights Act, 775 ILCS *5/1-101 et seq.;* and the Public Works Employment Discrimination Act 775 ILCS *10/0.01* through *10/20,* inclusive. Licensee shall furnish the reports and information as requested by the Licensor and the Illinois Department of Human Relations.

16. **Representations and Warranties of Licensee.** Licensee represents and warrants to Licensor that the following shall be true and correct as of the Effective Date of this License and shall continue to be true and correct (as may be modified from time to time, subject to Licensor approval) during the Term:

A. **Financially Solvent.** Licensee warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete the Use and perform all obligations under this License.

B. **Compliance with Laws.** Licensee is and shall remain in compliance with all local, State and Federal laws, ordinances, regulations and statutes relating to this License and the Use of the Premises, including, but not limited to, the Prevailing Wage Act, 820 ILCS *130/1 et seq.,* the Drug-Free Workplace,

and any others referenced in this License relating to non-discrimination. Further, Licensee is and shall remain in compliance with all Licensor policies and rules.

C. **Gratuities.** No payment, gratuity or offer of employment was made to Licensee, any of its members if a limited liability company or joint venture or, to the best of Licensee's knowledge, to any subcontractors, in relation to this License or as an inducement for award of this License. Licensee is and shall remain in compliance with all applicable antikickback laws and regulations.

D. **Good Standing.** Licensee, each of its members if a joint venture or limited liability company, and each of its subcontractors, if any, are not in default or have not been deemed by Licensor's Chief Purchasing Officer to be in default under any other agreement with Licensor during the five (5) year period immediately preceding the Effective Date of this License, and have not been debarred under the Licensor's Debarment Policy during the three (3) year period immediately preceding the Effective Date of this License.

E. **Authorization.** Licensee has taken all action necessary for the approval and execution of this License, and execution by the person signing on behalf of Licensee is duly authorized by Licensee and has been made with complete and full authority to commit Licensee to all terms and conditions of this License which shall constitute the valid and binding obligations of Licensee.

F. **Licensed Professionals.** Licensee is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Licensee, its employees, agents, or subcontractors, as applicable, are not appropriately licensed, including, but not limited to, any approvals, licenses or permits necessary for valet services.

G. **Prohibited Acts**: Within the three (3) years prior to the effective date of this Agreement, Licensee or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

H. **Criminal History Records Search:** Licensee represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, daily contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; and the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:

- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
- check of the Illinois Sex Offender Registry (IL-SOR), and
- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Child Murderer Violent Offender Against Youth Notification Law,* or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Licensee understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

If Licensee is an individual, Licensee represents and warrants that Licensee is in compliance with Section 5/34-18.5 of the Illinois School Code as from time to time amended, and has never been convicted of the offenses enumerated therein. Further, Licensee agrees to submit to the above procedure regarding background investigations and to fully cooperate and provide the Board with all necessary information in order for the Board to perform all such above checks on Licensee, all at Licensee's expense.

It is understood and agreed that Licensee's non-compliance with this Section 16.I will constitute a material breach of this Agreement, and the Board also will have the right to withhold payments due hereunder until Licensee remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

I. **Contractor's Disclosure Form:** The disclosures in the Contractor Disclosure Form, submitted by Licensee, are true and correct. Licensee shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.

17. Independent Contractor. It is understood and agreed that the relationship of Licensee to the Licensor is and shall continue to be that of an independent contractor and neither Licensee nor any of Licensee's staff, agents, employees or subcontractors shall be entitled to receive Licensor employee benefits. It is further understood and agreed that Licensor shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Licensee, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Licensee shall be the sole responsibility of Licensee. Licensee agrees that neither Licensee nor its staff or subcontractors shall represent themselves as employees or agents of Licensor. Licensee shall provide Licensor with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

18. Non-Liability of Licensor Officials. Licensee agrees that no Licensor member, employee, agent, officer or official shall be personally charged by Licensee, its members if a joint venture or limited liability company, or any subcontractors with any liability or expense under this License or be held personally liable under this License to Licensee, its members if a joint venture or limited liability company, or any subcontractors.

19. Licensee Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

A. Any material misrepresentation by Licensee in the inducement of this License or the Use of the Premises;

B. Breach of any agreement, representation or warranty made by Licensee in this License;

C. Failure of Licensee to perform in accordance with or comply with the terms and conditions of this License, including, but not limited to, the following:

i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Premises;

ii) Failure to perform in accordance with terms and conditions of this License;

iii) Failure to remove cars, equipment and other items, belonging to Licensee and any of its employees or subcontractor or under Licensee's sole control, from the Premises at the end of the daily

hours for Weekday/Weekend;

iv) Failure to maintain sufficient personnel and equipment to ensure operation of the Premises during the Term;

v) Failure to operate and maintain the Premises in a manner satisfactory to Licensor, or inability to operate and maintain the Premises satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

vi.) Abandonment of the Premises for reasons not beyond Licensee's reasonable control;

vii) Failure to comply with any term of this License, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this License constituting an Event of Default;

viii) Failure to maintain staffing and licenses as required to operate the Premises for the Use;

ix) Default by Licensee under any other agreement Licensee may have with Licensor.

x) Assignment by Licensee for the benefit of creditors or consent by Licensee to the appointment of a trustee or receiver or the filing by or against Licensee of any petition or proceeding under any bankruptcy, insolvency or similar law.

20. **Remedies.** The occurrence of any Event of Default which Licensee fails to cure within the specific timeframe specified in this License, or if not otherwise specifically stated, within thirty (30) calendar days after receipt of notice given in accordance with the terms of this License and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, Licensee fails to commence and continue diligent efforts to cure, in the sole opinion of Licensor, may permit Licensor to declare Licensee in default. Whether or not to declare Licensee in default is within the sole discretion of the Licensor. Written notification of an intention of the Licensor to terminate this License, in whole or in part shall be provided and shall be final and effective upon Licensee's receipt of such notice. Upon the giving of such notice as provided in this License, Licensor may invoke any or all of the following remedies:

A. The right to take over and relicense the Premises or any part thereof, by contract or otherwise as agent for and at the cost of Licensee, either directly or through others. The Licensee shall be liable to the Licensor for any excess costs incurred by the Licensor. Any amount due Licensee under this License may be offset against amounts claimed due by Licensor.
B. The right to terminate this License, in whole or in part effective at a time specified by the Licensor.

C. The right to suspend Use and occupancy of the Premises during the thirty (30) day cure period if the default results from Licensee's action or failure to act which affects the safety and/or welfare of individuals in or around the Premises.

D. The right to specific performance, an injunction or any other appropriate equitable remedy.

E. The right to receive from Licensee any and all damages incurred as a result or in consequence of an Event of Default.

F. The right to money damages.

G. The right to deem Licensee non-responsible in future agreements to be awarded by Licensor, pursuant to the Licensor's Debarment Policy on Non-Responsible Persons in Procurement Transactions (96-0522-P02), as may be amended from time to time.

If Licensor considers it to be in its best interest, it may elect not to declare Licensee in default or to

terminate this License. The parties acknowledge and agree that this provision is solely for the benefit of Licensor and that, if the Licensor permits Licensee to continue to operate the Use on the Premises despite one or more Events of Default, Licensee shall in no way be relieved of any responsibilities, duties or obligations under this License nor shall the Licensee waive or relinquish any of its rights or remedies under this License or at law or equity or statute.

The remedies under this License are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time by Licensor and as often as may be deemed expedient.

21. Assignment; Sub-licensing; Successor and Assigns.

A. The interest of Licensee under this License is personal to Licensee and may not be assigned or transferred to any other individual or entity without Licensor's prior written consent. Licensor shall have the right at any time to transfer or assign its interest under this License.

B. Licensee may not sub-license any portion of its interest under this License to another party without Licensor's prior written consent.

C. This License shall be binding upon, and inure to the benefit of, the successors and assigns of Licensor. While this License shall likewise be binding upon the successor and permitted assigns of Licensee, it shall not inure to the benefits of Licensee's successors or unpermitted assigns.

22. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate):

If to Licensor: Board of Education of the City of Chicago
Department of Facilities
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attn: Director of Real Estate

With a copy to: Board of Education of the City of Chicago
Law Department,
One North Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attn: General Counsel

If to Licensee: Dugout Properties, LLC
Attn:Daniel E. Obrien
111 West Washington Street, Suite 1200
Chicago, IL 60602
Phone: 312-236-6324
Fax: 312-236-6426

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

23. **Paragraph Headings.** The paragraph headings appearing in this License have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the paragraph to which they pertain.

24. **Severability.** In the event that any provision(s) of this License is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this License shall remain in full force and effect.

25. **Conflict of Interest.** This License is not legally binding on the Licensor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former board members of Licensor during the one (1) year period following expiration or other termination of their terms of office.

26. **Indebtedness.** Licensee agrees to comply with the Licensor's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as may be amended from time to time, which policy is hereby incorporated by reference as if fully set forth herein.

27. **Inspector General.** Each party to this License hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

28. **Ethics.** Licensee agrees to comply with Licensor's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which code is incorporated into and made part of this License, to the extent applicable to this License.

29. **Governing Law.** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Licensee irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the Use of the Premises. Licensee agrees that service of process on Licensee may be made, at the option of Licensor, by either registered or certified mail to the address and to the person set forth in Section 17 above, or to such other address or person as may be designated by Licensee in writing, to the office actually maintained by Licensee or by personal delivery on any officer, director or managing or general agent of Licensee. If any action is brought by Licensee against Licensor concerning this License, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

30. **No Third Party Beneficiary.** This License is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statues, laws, codes, ordinances or otherwise.

31. **Entire Agreement and Amendment.** This Agreement, including all exhibits attached by mutual agreement of the parties, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to the License shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the License, are of no force or effect.

32. **Local School Council Approval.** This License is subject to approval of the members of the School's Local School Council.

33. **Agreement to be Posted Online.** Licensee acknowledges that this Agreement and all documents submitted to the Licensor related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-

20.44. Licensee further acknowledges that this Agreement shall be posted on the Board's Internet website.

34. Licensee Authorized to Sign. This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they are duly authorized to sign this Agreement and have full and complete authority to commit their respective parties to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of the parties.

35. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. This Agreement shall be considered effective and binding once it has been executed by both parties. A signature delivered in electronic format or by facsimile shall be considered binding for both parties.

36. Minimum Wage. Vendor must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is $13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf; the Board's Resolution may be downloaded from the Chicago Public School's website at: http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Vendor must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Vendor's operations, does not directly relate to the services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board or at a Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Vendor must pay the prevailing wage.

37. **Waiver.** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

38. **Debarment Policy:** Licensee acknowledges that, in performing any performances hereunder, Licensee shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy, 08-1217-PO1, as amended from time to time.

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IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the last date written below.

LICENSOR:

Board of Education of the City of Chicago

By: _____
Liza Balistreri, Director of Real Estate

Date: 10.7.15

LICENSEE:

Dugout Properties, LLC

By: _____

Name: Daniel E O'Brien

Title: Member

Date: 10-6-15