

- A. **Changes.** Upon advance written notice to Licensee, Licensor may change the location of the parking spaces which form part of the Use and to supply comparable parking spaces for the Use in Licensor's discretion.
- B. **Entry for Repairs and Improvements.** At any time or times, to make, at its own expense, inspections, repairs, alterations, additions, signage installations and improvements, structural or otherwise, on or to any portion of Licensor's Property, and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through its property all material and equipment required for such operations, provided that Licensor shall cause no greater inconvenience or annoyance to Licensee than is reasonably necessary in the circumstances.

**7. CONDITION OF LICENSOR'S PROPERTY, REPAIRS AND MAINTENANCE, UTILITIES, ETC.**

- A. **AS-IS.** Licensor and Licensee hereby expressly agree that the Parking Lot and Licensor's Property and all areas in or around Licensor's Property shall be provided to Licensee in "as-is," "where-located" condition without warranties of any kind. Licensee has examined and knows the condition of the Parking Lot and all areas in or around Licensor's Property which Licensee may use in accordance with the terms and conditions hereof. No representations or covenants as to the condition or repair or suitability for Licensee's Use have been made by Licensor or its agents prior to or at the execution of this License.
  - B. **Maintenance.** Licensee shall clean up and restore to good order and condition any and all areas it is authorized to use and occupy hereunder and Licensee shall properly dispose of all refuse after each use. If Licensee or Licensee Group cause any damage, exclusive of ordinary wear and tear, to any portion of Licensor's Property, including but not limited to the Parking Lot, Licensee shall be responsible for all costs associated with Licensor's repair of the damage whether or not such costs are covered by Licensee's insurance. In the alternative, Licensor may elect to have Licensee perform the repairs.
  - C. **Snow Removal.** Licensor shall cause snow to be removed from the Parking Lot, provided, however, that: (i) Licensor's obligation to keep the Parking Lot free from snow shall be deemed satisfied so long as Licensor maintains its current contract for snow removal, or the equivalent thereof, in force; and (ii) Licensee shall reimburse Licensor for fifty percent (50%) of all snow removal costs for the Parking Lot within thirty (30) days of invoice and such reimbursement shall be paid in addition to the Fee hereunder.
- 8. Licensee Insurance.** During the duration of this License, Licensee, at its cost and expense, shall carry and maintain the following types of insurance with insurance companies acceptable to Licensor having a minimum AM Best Rating of A-VI; provided, however, that for purposes of this License, Licensee's self-insurance program in favor of Licensor is hereby acceptable as follows:

- A. Broad form commercial general liability insurance, inclusive of automobile liability insurance, with a policy limit of \$5,000,000 per occurrence;
- B. Workers' Compensation/Employer's Liability with statutory coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.
- C. Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than the full replacement value of Licensee's personal property.
- D. **Endorsements:**
  - i) Licensee's self-insurance program as set forth in this Section 8 is primary hereunder. If the Licensor has other insurance, which is applicable to the loss on a contributing, excess or contingent basis, the amount of Licensee's liability under its self-insurance program shall not be reduced by the existence of Licensor's insurance. Any insurance carried by Licensor shall be excess and non-contributing with Lessee's self-insurance program.
  - ii) Licensee's self-insurance program as required under this Section 8 may not be cancelled, terminated or reduced by Licensee without first giving at least thirty (30) days' prior written notice to the Licensor.
- E. **Certificates.** Licensee shall provide Licensor with a letter of self-insurance acceptable to Licensor evidencing the existence of the coverages described above during all periods which Licensee has possession of or is using any portion of Licensor's Property. Licensee shall not be released from any liability whatsoever if Licensee fails to maintain the coverages described above. Licensee shall not be entitled to possession of any portion of Licensor's Property for any period during which Licensee is not covered by the insurance required hereunder. Licensee's failure to comply with this Section 8(E) shall be deemed a breach of this License, but such failure to provide the requisite letter of self-insurance shall in no way be deemed a waiver of any insurance requirement hereunder.
- F. **Licensor Right to Obtain.** In the event Licensee fails to obtain, pay for and maintain any insurance required herein, or in the event Licensee's self-insurance program is cancelled, Licensor may, but shall not be obligated to, obtain and maintain such insurance coverage. Licensee shall reimburse Licensor upon demand for the cost of any such insurance coverage. In addition, Licensor may recover from Licensee, and Licensee agrees to pay to Licensor, any and all reasonable expenses (including attorneys' fees) and damages which Licensor may have sustained by reason of the failure of Licensee to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Licensor shall not be limited to the amount of premiums thereon.

**9. WAIVERS OF SUBROGATION**

- A. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this License or anyone claiming by, through or under them in connection with Licensor's Property of Licensee's Use thereof and (b) either party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this License to be so insured, then the covered party and its insurer hereby release the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation against the other party which might otherwise exist in or accrue to any person on account thereof.

**10. WAIVER OF CLAIMS; INDEMNIFICATION; HOLD HARMLESS**

- A. All personal property situated in or on Licensor's Property and belonging to or being used by Licensee or Licensee Group shall be at the risk of Licensee or such other person only, and Licensor shall not be liable for damage thereto or theft, misappropriation or loss thereof unless caused by the wrongful acts, omissions or negligence of Licensor.
- B. To the fullest extent permitted by applicable law, Licensee, its successors and assigns, shall indemnify, defend (with counsel acceptable to Licensor) and hold forever harmless Licensor, Licensor's affiliates and all of their present and future officers, employees, agents and interests in any real property, from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and reasonable attorney's fees resulting in whole or in part from: (i) the acts or omissions of Licensee or Licensee Group, occurring or alleged to have occurred in whole or in part in connection with the use, occupancy or possession of Licensor's Property; (ii) Licensee or Licensee Group's violation of, or failure to comply with, all applicable laws; and (iii) any default by Licensee under any of the terms or conditions of this License.
- C. Licensee's obligations of defense and indemnification hereunder, repair and maintenance hereunder, and payment shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee under workmen's compensation acts, disability benefit acts or other employee benefit acts or by Licensee's insurance coverages.
- D. This section shall survive the expiration or earlier revocation or termination of this License. In the event that the applicable law prohibits enforcement of any part of this Section as written, then such provision shall be modified to provide the maximum indemnification allowable under that applicable law.

E. Licensee understands and expressly agrees that Licensor shall not: (i) accept any vehicle in bailment or for safekeeping; (ii) be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause; and/or (iii) have any duty to provide security or to protect individuals using Licensor’s Property, or vehicles located on or around Licensor’s Property, from criminal activities.

11. **REMEDIES CUMULATIVE, NON-WAIVER.** All rights and remedies of Licensor under the License, at law or in equity, shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy. No waiver of any failure to perform of Licensee shall be implied from any previous failure by Licensor to take action on account of such failure to perform.

12. **NOTICES.** A. All notices, demands and submissions to be made or given pursuant to this License shall be in writing and shall be deemed properly served if delivered by hand, or if mailed by certified or registered mail with postage prepaid and return receipt requested, or if sent by a nationally recognized overnight courier with proof of delivery, to the addresses that follow or to such other address as either party may provide to the other party in writing:

*If to Licensor, then to:*

Archdiocese of Chicago  
835 N. Rush Street  
Chicago, IL 60611-2030  
Attention: Real Estate Department

*If to Licensee, then to:*

Chicago Board of Education – Real Estate  
Department  
42 West Madison, 2<sup>nd</sup> Floor  
Chicago, IL 60602  
Attention: Chief Facility Officer

*With a copy to:*

Archdiocese of Chicago  
835 N. Rush Street  
Chicago, Illinois 60611  
Attention: Office of Legal Services

*With a copy to:*

Chicago Board of Education – Law  
Department  
One North Dearborn, 9th Floor  
Chicago, IL 60602  
Attention: General Counsel

B. Notwithstanding the foregoing, if Licensor or Licensee is unable to serve any such notice or demand as provided above, a notice or demand shall be deemed properly served if affixed to any door leading into the area of Licensor’s Property used by Licensee, in which event the notice or demand shall be considered served at the time the copy is so affixed.

13. **MISCELLANEOUS.**

A. Nothing contained in this License shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, a special relationship or any association between Licensor and Licensee.

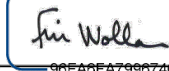
- B. The captions of this License are for convenient reference only and shall not control, affect, define, limit or expand the meaning or construction of any paragraph or subparagraph of this License.
- C. This License shall be governed by and construed in accordance with the laws of the State of Illinois. This License may be executed by each of the parties hereto in separate counterparts and such counterparts shall have the same force and effect as if the parties had executed it as a single document. An electronic copy of the signature of the parties hereto via facsimile or electronic message may be treated as if the signature was an original one and shall be fully enforceable.
- D. Licensee shall pay Licensor all costs, expenses and reasonable attorney fees incurred with respect to the enforcement of this License.
- E. This License embodies the entire agreement of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.
- F. This License cannot be changed orally or by course of conduct. Any change must be memorialized in a writing signed by both Licensor and Licensee.
- G. If any section, clause, phrase, provision or portion of this License or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this License nor any other section, clause, phrase, provision or portion hereof, nor shall it affect the application of any section, clause, phrase, provision or portion hereof to other persons or circumstances, so long as the remainder of this License expresses the intent of the parties. Specifically, the parties agree that the expiration date suggested in Section 1 of this License shall in no way detract from Licensor's right to revoke this License at any time or change the characterization of this agreement as a License. If a court deems the expiration date to have created a lease agreement, then the proposed expiration date shall be deemed stricken and the remained of this License shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this License.


**LICENSOR:**

**THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole

DocuSigned by:  
  
Signature: \_\_\_\_\_  
Eric Wollan,  
Chief Capital Assets Officer


Date: 10/30/2023

Acknowledged by:

DocuSigned by:  
  
\_\_\_\_\_  
Rev. Donald Nevins  
Rev. Adan Sandoval Duron, Pastor  
Holy Trinity Croatian Parish

**LICENSEE:**

**BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate

DocuSigned by:  
  
Signature: \_\_\_\_\_  
Printed Name: Charles E. Mayfield  
Title: Chief Operating Officer  
Date: October 20, 2023 | 7:44:47 AM CDT

Approved as to Legal Form

DocuSigned by:  
  
By: \_\_\_\_\_  
Printed Name: Ruchi Verma

Title: General Counsel

COO #: 23-0906-COO-15