

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

SHARED USE AGREEMENT FOR
3125 W. 59th STREET, CHICAGO, ILLINOIS
(Deeper Life Bible Church, Inc.)

THIS SHARED USE AGREEMENT (“**Agreement**”) is entered into as of April 1, 2022 (the “**Effective Date**”) between **DEEPER LIFE BIBLE CHURCH, INC.**, an Illinois not-for-profit corporation (“**Licensor**”), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (“**Licensee**” or “**Board**”). The Licensor and Licensee are referred to below each as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Licensor is the owner of the premises located at 3125 W. 59th Street, Chicago, Illinois 60629, which is developed as a parking lot (“**Parking Lot**”).

B. Licensee desires to license the Parking Lot depicted on the map attached hereto as **Exhibit A**, for parking by Licensee’s employees, faculty, staff, agents, contractors and invitees (“**Licensee’s Permittees**”) of Barbara Vick Village Early Childhood and Family Center (the “**School**”) located at 3001 W. 59th Street, Chicago, Illinois 60629. Licensee shall stripe the Parking Lot and make other improvements as described herein. The Parking Lot after striping shall have twenty-five (25) spaces.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee for the benefit of Licensee and Licensee’s Permittees, the right, privilege and permission to use twenty-two (22) spaces in the Parking Lot (“**Premises**”) subject to the terms set forth in this Agreement. The remaining three (3) spaces are reserved for use by the Licensor.
2. **INITIAL TERM; RENEWALS.** The term of this Agreement shall commence upon the Effective Date and continue for a period of five (5) years (“**Initial Term**”), unless sooner terminated in accordance with Section 3 below or as otherwise provided herein. This Agreement may be renewed for one (1) subsequent five-year term at Licensee’s option, unless either party terminates the Agreement as provided below, to be exercised in writing at least ninety (90) days before expiration of the current term.
3. **EARLY TERMINATION.** Either party may terminate this Agreement at any time, without cause, upon at least six (6) months’ prior written notice to the other party as provided in Section 13 herein. Provided, however, that neither party may terminate this Agreement without cause until after the first three years of the Initial Term.
4. **USE.** Licensee shall have the right to use the Premises pursuant to the following restrictions:
 - a. Licensee’s right to occupy and possess the Premises shall be restricted to Mondays through Fridays, from 6 a.m. to 6 p.m. (the “**Usage Time**”); and
 - b. Licensee shall be permitted to use the Premises for the purpose of parking passenger vehicles for Licensee’s Permittees.
 - c. ***Notwithstanding the foregoing***, Licensor shall have the right to use the Parking Lot for special events such as Easter, Christmas, and summer Convention, during which times Licensor may restrict Licensee’s usage in order to accommodate Licensor’s own parking needs, which may involve usage on Thursday evenings, Friday daytime, and other time periods. Licensor shall use its best efforts to inform Licensee’s School principal (or other designated agent) in writing (which may be email) reasonably in advance of such parking

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needs (e.g., about two weeks before each time period), so that Licensee's Permittees may make other parking arrangements for such days and times. Licensor shall reimburse Licensee for such use in the form of a credit or off-set to be applied to the subsequent month's license fee.

- d. The parties will use their best efforts to identify and address authorized and unauthorized parking lot usage, such as through the following: (i) car decals or other identifying labels showing authorized usage by Licensee's Permittees; (ii) signage posted about Licensee's authorized usage for its Permittees; (iii) communications between the parties to determine whether unidentified vehicles are authorized or not as Licensee's Permittees (via text, cell phone, email, or other means); and (iv) towing of unauthorized vehicles by Licensor or its agents.

5. **LICENSE FEE.** For the Initial Term, Licensee shall pay a license fee of Seven Hundred Ninety-Two Dollars (\$792.00) per month to Licensor, payable in advance on the first Friday of each month, for an annual license fee of Nine Thousand Five Hundred Four Dollars (\$9,504.00), based upon a monthly fee of Thirty-Six Dollars (\$36.00) per Space. For any partial month, the monthly fee shall be pro-rated accordingly, based on a 30-day month. The maximum license fee payable to Licensor hereunder for the Initial Term shall not exceed Forty-Seven Thousand Five Hundred Twenty Dollars (\$47,520.00). For the subsequent renewal period, the license fee shall increase by two to five percent (2-5%) over the total fee amount of \$47,520.00 for the initial term and be payable in equal monthly installments. The percentage increase shall be negotiated and based on assessment of fees for comparable properties, and such percentage increase shall be determined and agreed in writing within three to six months prior to the Initial Term's expiration. If the parties do not reach such agreement, then this Agreement shall terminate on the last date of the Initial Term.

6. **TAXES, UTILITIES AND COSTS.**

6.1 **Utilities.** Licensee shall pay when due all charges for gas, electricity, light, heat, water, power and telephone or other communication service, and all other utility services used in or supplied to the Parking Lot.

6.2 **Taxes and Other Levies.** Licensor shall be responsible for and pay when due any costs, fees or expenses arising out of or in connection with the grant of this license, including permit or approval fees, real estate or leasehold taxes and interest or penalties assessed or levied on the Parking Lot. Provided, however, that in the event real estate taxes are assessed as a result of Licensee's usage, then Licensee shall be 80% responsible and Licensor shall be 20% responsible for such resulting taxes based upon tax bills issued during the applicable term. Licensor shall invoice Licensee for its proportionate amount of real estate taxes twice each year upon receipt of the tax installment bill and shall provide Licensee with a copy of the tax bill. In the last year of the initial term or any renewal, Licensee shall pay its proportionate share of real estate taxes for the actual number of months that the Licensee used the Premises.

7. **BILLING AND PAYMENT PROCEDURES.** Licensor shall comply with the Board's vendor onboarding procedures. The Board shall issue a Purchase Order for the license fee and Licensor shall submit invoices against that Purchase Order. Invoices shall reference this Agreement and be submitted electronically via email in PDF format to facilityinvoices@cps.edu. Each email may only contain one invoice and must include:

- Licensor name and payment address
- Unique invoice number (determined by Licensor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- The address of the premises being rented
- Total amount due and license/rental period covered by invoice

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8. **MAINTENANCE, REPAIRS AND ALTERATIONS, SNOW REMOVAL, SIGNAGE.**

8.1 **Maintenance and Repairs.** Licensor shall maintain and keep the Parking Lot in a safe, usable condition or better throughout the Term and shall be responsible for normal maintenance and all necessary repairs thereto, including, fencing, gating and the driveway and any necessary resurfacing or restriping necessary subsequent to Licensee's initial Improvements described below. The Parties shall agree to the cost of such repairs in advance and the cost of such repairs shall be shared by the Parties: Licensee shall be 70% responsible and Licensor shall be 30% responsible for the costs. If the Licensor fails to make necessary repairs within thirty (30) days of written notice from Licensee as provided herein, (or, if such repair, replacement, or maintenance cannot reasonably be completed within said period, Licensor has not diligently pursued and commenced such work), Licensee may, but shall not be obligated to, make such repair, replacement, or maintenance. All reasonable costs and expenses incurred by Licensee in connection with any such repair, replacement, or maintenance shall be paid by Licensor to Licensee upon invoicing. If Licensor fails to pay such amounts within ten (10) days of its receipt of Licensee's notice, then Licensee shall have the right to deduct such sums from fees due to Licensor under this Agreement.

Licensee shall keep the Parking Lot free of debris and dispose of all refuse after each use. If Licensee causes any damage to the Parking Lot, exclusive of ordinary wear and tear, Licensee shall be responsible for the cost of repairing such damage. At the expiration of this Agreement, Licensee shall return the Parking Lot to Licensor in the same condition as received and with the Improvements, ordinary wear and tear excepted.

8.2 **Alterations and Additions.** Licensee may not make any alterations, additions or improvements to the Parking Lot, other than Licensee's initial Improvements, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed.

8.3 **Licensee's Improvements.** Licensor hereby consents to the Licensee making certain initial improvements to the Parking Lot as described in **Exhibit B** attached hereto ("**Improvements**"), at Licensee's sole cost and expense, including the resurfacing and striping of the Parking Lot and the installation of signage.

8.4 **Snow Removal.** Licensee shall provide and pay for prompt removal of snow and ice from the Parking Lot during its Usage Time. Licensor shall be responsible for snow and ice removal from the Parking Lot on the weekends and Licensor acknowledges that Licensee shall not have any responsibilities relative to snow or ice removal from the sidewalks that immediately abut the Parking Lot.

8.5 **Signage.** Licensee shall have the right to install signs on the Parking Lot, at its cost and expense, which signs shall comply with all applicable statutes, laws, ordinances and zoning requirements. The Licensee may, but is not obligated to, post signs in the Parking Lot notifying parkers that unauthorized vehicles in the Parking Lot during the Usage Time may be towed at the vehicle owner's expense.

9. **INSURANCE REQUIRED.** Each party must provide and maintain at its own expense, until the termination of this License Agreement, the minimum insurance coverages and requirements specified below, insuring all operations related to this License 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. Each party shall submit to the other party satisfactory evidence of insurance coverage prior to commencement of the Term and, upon request, shall promptly provide a certified copy of any applicable policy of insurance to the other party. Minimum insurance requirements for each party are as follows:

A. **Workers Compensation and Employers Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for each party's employees as required by

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law and Employers' Liability Insurance covering each party's employees who perform work in connection with operations relating to this License Agreement on such party's behalf.

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) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury, and property damage liability. Coverages must include all premises and operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

C. **Automobile Liability**. Automobile Liability Insurance when any motor vehicles (owned, non-owned and hired) are used in connection with a party's operations relating to this License Agreement, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

D. **Umbrella/Excess Liability Insurance**. Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence, which will provide additional limits for general and automobile liability insurance and shall cover each party, its employees, invitees, and other agents, subject to that of the primary coverage.

E. **Additional Insured; Insurance Certificates**.

1. Licensor shall have its General, Umbrella, 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 invitees, 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". Licensor shall submit to Licensee satisfactory evidence of insurance coverage prior to the Effective Date. Prior to the Effective Date, Licensor shall have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required hereunder. Licensee reserves the right to withhold payment under this License Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
riskmanagement@cps.edu

The above-referenced certificates shall be deposited with Licensee at the above address.

2. Likewise, Licensee shall have its General, Umbrella, and Automobile Liability insurance policies endorsed to provide that "Deeper Life Bible Church, Inc., its members, directors, officers, employees, volunteers, other agents, and invitees are named as additional insured on a primary basis without recourse or right of contribution from the Church". Licensee shall submit to Licensor satisfactory evidence of insurance coverage prior to the Effective Date. Prior to the Effective Date, Licensee shall have its insurance company, or its representative, submit an insurance certificate evidencing all coverage as required hereunder. Licensor reserves the right to terminate this License Agreement pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to Licensor as provided in Paragraph 13 below. The above-referenced certificates shall be deposited with Licensor at the address identified in Paragraph 13 below. Notwithstanding the foregoing, Licensor acknowledges

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that as a municipal corporation Licensee is self-insured and shall provide a letter of self-insurance.

F. **General.** Any failure of either party to demand or receive proof of insurance coverage shall not constitute a waiver of the other party's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by either party that the insurance requirements in this License Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all License Agreement requirements. A party's failure to carry or document required insurance shall constitute a breach of this License Agreement. If either party fails to fulfill the insurance requirements of this License Agreement, the other party reserves the right to stop the Use until proper evidence of insurance is provided, or this License Agreement may be terminated by the non-defaulting party.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne the party responsible for damages, claims, or other liability as may arise. Any insurance or self-insurance programs maintained by either party do not contribute with insurance provided by the other party under this License Agreement.

All subcontractors of a party, if any, are subject to the same insurance requirements herein unless otherwise specified in this License Agreement. Each party shall require any subcontractors under this License Agreement to maintain comparable insurance naming the other party and its related agents, as listed above, as Additional Insureds. Each party will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by a party in no way limit such party's liabilities and responsibilities specified within this License Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this License Agreement, if any, or any limitation that might be placed on the indemnity in this License Agreement given as a matter of law.

Each party agrees that insurers waive their rights of subrogation against the other party.

Each party reserves the right to modify, delete, alter or change insurance requirements in a commercially reasonable manner at any time and from time to time.

Licensors must register with the insurance certificate monitoring company designated stated below and must maintain a current insurance certificate on file during the Term of this License Agreement, including any extensions or renewals thereof. Each party must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to the commencement of the Term. The initial annual monitoring fee is currently Twelve and 00/100 Dollars (\$12.00) per year but is subject to change.

Each year, Licensor will be notified 30 to 45 days prior to the expiration date of its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the

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dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:
Topiary Communications, Inc.
211 W. Wacker – Suite 220
Chicago, IL 60654
Phone – (312) 494-5709
Email – dans@topiarycomm.net

The website for online registration, insurance certificate submissions and annual fee payments is:
URL – <https://www.cpsvendorcert.com>.

10. **DEFAULT.** If Licensor or Licensee defaults under any covenant hereunder and such failure continues for a period of thirty (30) days after receipt of written notice thereof, unless such failure cannot be remedied within thirty (30) days and the defaulting party has commenced and is diligently pursuing all necessary action to remedy such failure, the non-defaulting party shall have the option to terminate this Agreement upon thirty (30) days' written notice as provided herein, in addition to any other remedies available at law and/or in equity.

11. **INDEMNIFICATION.**

A. Licensor hereby agrees to indemnify and hold Licensee, its members, agents, contractors and employees (including without limitation Licensee Permittees) (all collectively "**Licensee's Indemnified Parties**") harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by any of Licensee's Indemnified Parties as a result of Licensor's actions in connection with this Agreement, limited, however, to only such liabilities, claims or demands which arise out of, or are caused by, Licensor's negligent, intentional or willful acts, errors and/or omissions.

B. Likewise, Licensee hereby agrees to indemnify and hold Licensor, its members, directors, officers, employees, volunteers, contractors, other agents, and invitees ((all collectively "**Licensor's Indemnified Parties**") harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by any of Licensor's Indemnified Parties as a result of Licensee's or any of Licensee Permittees' actions in connection with this Agreement, limited, however, to only such liabilities, claims or demands which arise out of, or are caused by, Licensee's or any of Licensee's Permittees' negligent, intentional or willful acts, errors and/or omissions.

12. **ASSIGNMENT; SUB-LICENSING; SUCCESSORS & ASSIGNS.**

a. The interest of Licensee under this Agreement is personal to Licensee and may not be assigned or sublicensed to any other individual or entity without Licensor's prior written consent, which shall not be unreasonably withheld or delayed. Licensor shall have the right at any time to transfer or assign its interest under this License.

b. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

13. **NOTICES.** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

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- If to Licensor: Deeper Life Bible Church, Inc.
5954 S. Albany Avenue
Chicago, Illinois 60629
Attn: Pious Okoro, Pastor
Email: okoropious@yahoo.com
- If to Licensor: Deeper Life Bible Church, Inc.
5954 S. Albany Avenue
Chicago, Illinois 60629
Attn: Dr. Felix Imarenezor, Pastor
Email: omonorukpe@yahoo.com
- If to Licensee: Board of Education of the City of Chicago
Real Estate Department
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Attention: Director of Real Estate
Email: sedavis6@cps.edu
- With a copy to: Board of Education of the City of Chicago
Law Department
One North Dearborn, Suite 900
Chicago, Illinois 60602
Attention: General Counsel
Fax: (773) 553-1701

Either party may, from time to time, change the names or addresses furnished for notice hereunder by giving written notice of said change to the other party in accordance with the notice provisions set forth above.

14. **PARAGRAPH HEADINGS.** The paragraph headings set forth herein are for convenience of reference only and are not intended to limit or amplify any of the terms or provisions of this Agreement.
15. **AUTHORITY.** The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.
16. **SURVIVAL/SEVERABILITY.** All express representations or indemnifications made or given in this Agreement shall survive the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.
17. **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.
18. **CONFLICT OF INTEREST.** This Agreement is not legally binding on the Board 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 within a one-year period following expiration or other termination of their office.

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19. **INDEBTEDNESS.** Licensor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

20. **CONTINGENT LIABILITY.** The Illinois School Code prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Licensor agrees that any expenditures beyond the Licensee's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget(s).

21. **INSPECTOR GENERAL.** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago 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.

22. **ETHICS.** No officer, agent or employee of the Board is or shall be employed by the Licensor or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.

23. **COMPLIANCE WITH LAWS; GOVERNING LAW.** The Parties shall, at all times during the term of this Agreement and any renewal thereof, comply with, and shall cause its employees, agents and contractors, to comply with all laws, statutes, codes, ordinances and regulations applicable to this Agreement. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Licensor 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 execution or performance of this Agreement. Licensor agrees that service of process on the Licensor may be made, at the option of the Licensee, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by the Licensor, or by personal delivery on any officer, director, or managing or general agent of the Licensor. If any action is brought by the Licensor against the Licensee concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

24. **NON-LIABILITY OF BOARD OFFICIALS.** Licensor agrees that no Board member, employee, agent, officer or official shall be personally charged by Licensor with any liability or expense under this Agreement or be held personally liable under this Agreement to Licensor.

25. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this Agreement and all documents submitted to the Board 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 may be subject to reporting requirements under 105 ILCS 5/34-220. Licensor further acknowledges that this Agreement may be posted on the Board's Internet website at www.cps.edu.

26. **DEBARMENT AND SUSPENSION.** Licensor certifies, to the best of its knowledge and belief, after due inquiry, that:

A. It, its principals, or its subcontractors who perform work in connection with operations relating to this Agreement or the Use under the Agreement are not barred from contracting with any unit of state or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E];

B. It, its principals, or its subcontractors who perform work in connection with operations relating to this Agreement or the Use under the Agreement are not presently debarred,

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suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of state or local government; and

C It, its principals, or its subcontractors who perform work in connection with operations relating to this Agreement or the Use under the Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

"Principals" for the purposes of this certification means officers; directors, owners; partners; persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

In performing any obligations of the Agreement, Licensor shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (08-1217-PO1), as amended.

27. **PROHIBITED ACTS.** Licensor represents and warrants to Licensee that within the three (3) years prior to the effective date of the License Agreement, Licensor 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.

28. **FORCE MAJEURE.** When a period of time is provided in this Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, declarations of emergency by governmental authorities, pandemics, epidemics and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

29. **ENTIRE AGREEMENT.** This Agreement, including any exhibits attached hereto, represents the entire agreement between the Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Parties.

30. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

Remainder of this page left intentionally blank.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LICENSEE:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

DocuSigned by:
Sevara E. Davis
By: Sevara E. Davis
Director of Real Estate

LICENSOR:

DEEPER LIFE BIBLE CHURCH, INC.

By: [Signature]
Name: PIOUS OKORO
Title: Secretary

COOR#: 21-1203-C009

Approved as to legal form:

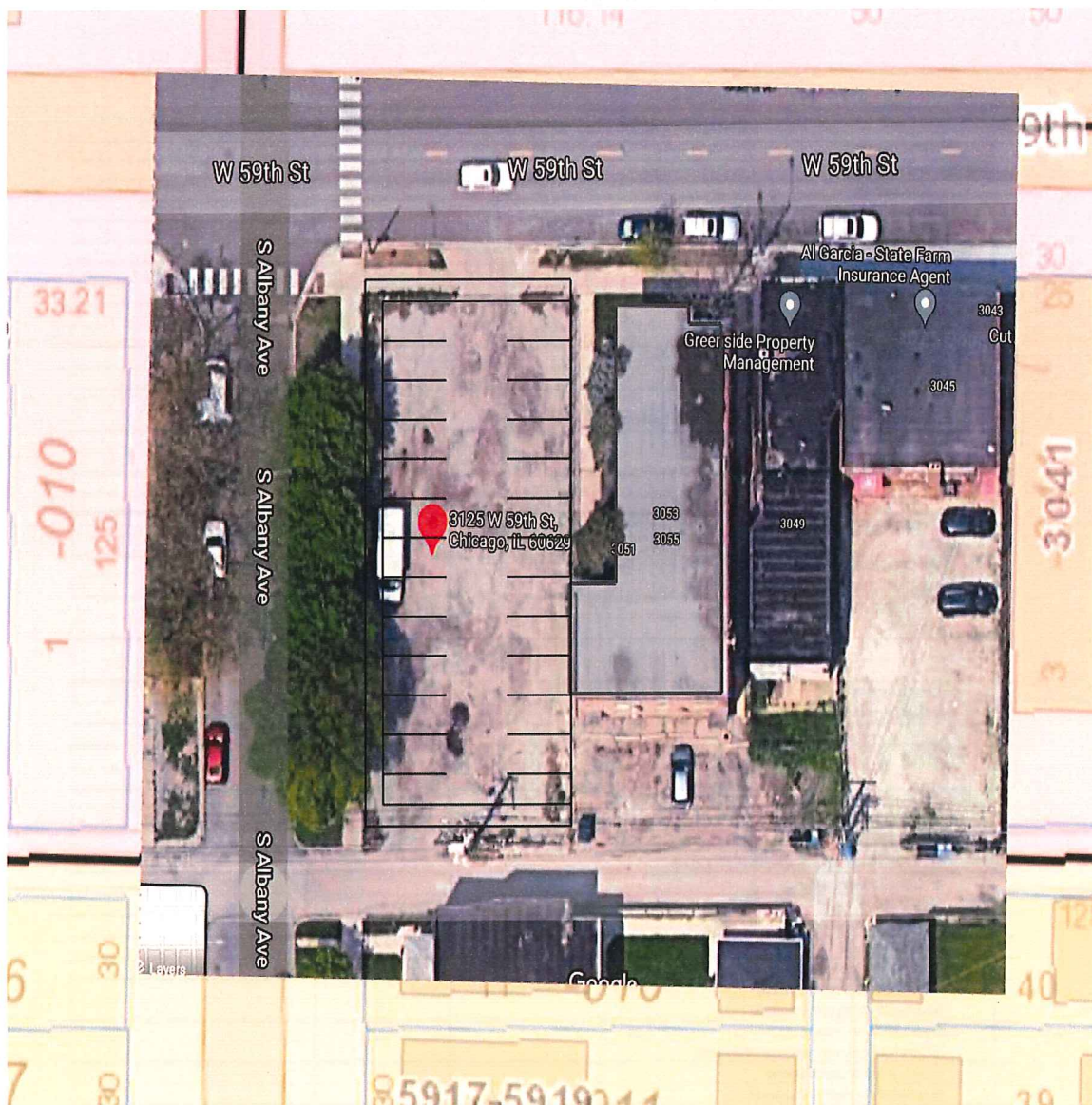
DocuSigned by:
Joseph T. Moriarty
Joseph T. Moriarty, General Counsel

Attachments:

- Exhibit A – Map of Parking Lot
- Exhibit B – Licensee's Improvements

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EXHIBIT A
Map of Parking Lot



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EXHIBIT B
Licensee's Parking Lot Improvements

CFMH Construction					
Certified MBE/DWIC					
3129 S. Shields Ave.					
Chicago, IL 60616					
Phone: 312-929-2145					
Scope of Work					
3129 S. W. 50th				Date:	8/19/2021
Chicago, IL 60629				Revised Date:	*****
CFMH Construction will provide supervision, labor and equipment necessary to perform the following work with the following scope, clarifications and exclusions.					
Detailed Scope of Work					
NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	NOTES
	NEW PARKING LOT BOR				
	SCOP				
	GRIND AND OVERLAY ASPHALT PAVEMENT	5,900	SF		UTILITY LOCATIONS BY OTHERS
	FILL DEPTH MAX OF EXISTING ASPHALT PAVEMENT	1,600	SF		
	STREET PARKING SPACES AND ADA BIUMPLIS	1	LS		
	MONUMENTATION	1	LS		
				\$88,150.00	
	ADA STALLS ALTERNATE				
	ADD 1 ADA STALLS SIGNING AND SIGNAGE	1	LS		
				\$2,000.00	
				\$90,150.00	
	NOTES AND CLARIFICATIONS				
	All areas accessible to our equipment and personnel				
	No special architectural or color finishes for concrete, rough troweled finish				
	No excavation or backfill for sitework or soq				
	No stone or stone base				
	No work for other trades is included				
	No work for poles is included				
	No temporary or permanent fencing is included				
	No layout, design, survey or engineering is included				
	Work to be performed during normal working hours				
	No permits, bonds or fee's are included				
	No material testing, quality control, inspections or analysis is included				
	No undercut or backfill of unsuitable is included				
	No contaminated or hazardous materials are included				
	No disposal fees, analytical or related costs are included				
	No removal, adjustments, protection, cleaning or rework of existing utilities is included				
	No winter protection / conditions are included additional cost to provide				