

This Agreement will be posted on the CPS website.

PARKING LOT USE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License" or "Agreement") is made and entered into as of the last date written below ("Effective Date"), by and between the Board of Education of the City of Chicago, a body politic and corporate (the "Licensor" or "Board") and Chicago Cubs Baseball Club, LLC (the "Licensee").

RECITALS

- A. Licensor is the beneficial owner of surface parking lots and parking garages that serve various schools, including the surface parking lots that serves Walt Disney Magnet Elementary School located at 4140 N. Marine Drive, Chicago, Illinois (hereinafter referred to as the "School"). The parties acknowledge that record legal title may be held by the City of Chicago In Trust for the Use of the Board or the Public Building Commission of Chicago (each as the case may be referred to hereinafter as "Titleholder"); and
- B. Licensor has made certain parking areas available for use pursuant to this Agreement; and
- C. Licensee desires to secure use the parking areas under this Agreement for parking pursuant the terms and conditions set forth below.

AGREEMENT

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 areas, which shall constitute the "Premises":
 - (a) the northwest surface parking lot containing 74 parking spaces located at approximately 4151 N. Clarendon Avenue (the, "NW Surface Lot"); and
 - (b) the southwest surface parking lot containing 75 parking spaces (4 of which are designated for disable parking) located at approximately 4101 N. Clarendon Avenue (the, "SW Surface Lot").

The NW Surface Lot and SW Surface Lot (collectively the "Surface Lots") shall constitute the "Premises" and are identified on the site plan attached hereto as **Exhibit A**. The license granted to Licensee hereunder shall not create in or convey to Licensee any interest, including that of an easement or a lease, in the Premises.

2. Term of License & Renewal Options. The term of this License shall commence on the date that Licensee provides written notice to Licensor's Director of Real Estate that it has obtained all appropriate permits/licenses/authorization from the City of Chicago (the "City") to begin parking operations at both the NW Surface Lot and the SW Surface Lot and end two years later (the "Term"), unless terminated sooner in accordance with paragraph 3 of this Agreement. The notice shall be in the form attached hereto as **Exhibit B**, and shall be deemed incorporated into and made a part of this Agreement. The notice may be sent by email and shall list the start and end date of the City business license/permit/authorization for each of the Surface Lots and shall indicate the start and end date of the Term of this Agreement and be countersigned by the Licensor's Director of Real Estate. Licensee

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shall not commence use of the Premises until it has obtained City permits/licenses/authorizations for both of the Surface Lots. Licensee shall have three (3) options to extend the Term for a period of two (2) years per option, subject to the written approval of Licensor in each instance. Licensee shall provide notice to Licensor of its intent to exercise the extension option no less than sixty (60) days before the end of the Term or any extension option term, as applicable.

3. Early Termination. Licensor may terminate this Agreement, in whole or in part as to either the NW Surface Lot or the SW Surface Lot, at any time by providing at least ten (10) days’ advance written notice to the Licensee as provided in paragraph 22 herein if Licensor determines, in its reasonable discretion, that the use of the Premises compromises or in any way interferes, with the safety or security of the School or if Licensee is in default pursuant to section 18 of this Agreement. Either party may terminate this Agreement in the event of a public health emergency that significantly impacts the operations of either party (including MLB decisions in the case of Licensee) or the designated Use or other event which would constitute a force majeure (as defined in section 39 of this Agreement), by providing five (5) days advance written notice to the other party.

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

A. Licensee may use the Premises only on the days and times identified for each site below, and such times shall be considered the “Permitted Use Time” for each respective site:

Schedule of Available Parking Spaces for Use by Licensee	
School Year M-F daytime (7:00 am – 5:00 pm)	0
School Year M-F nights (5:00 pm – 7:00 am)	145
School Year Weekends (Fri. from 5:00 pm – 7:00 am on Mon.)	145
Summer break (24/7) 24 hours per day	100

* for purposes of this Agreement, the School Year is considered to start when school clerks return from the summer through the last day teachers are in school per the CPS calendar which is published annually on the CPS website (see <https://www.cps.edu/globalassets/cps-pages/calendar/cps-2024-2025-calendar-english.pdf>).

B. The covered parking/garage located within the school building is not included in the Premises and is exclusively for School use. Vehicles shall not be double parked in the Surface Lots and the lot capacity shall not be exceeded.

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- C. On days when school is in session, Licensee shall contact the School engineer or the School Principal before towing any vehicles to ensure that the vehicles of parents, school visitors, or staff are not towed. In addition, Licensee shall contact School principal and assistant principal to discuss best practices to ensure that visitors and staff working late or overnight are not denied parking and that their vehicles are not towed. Licensee shall provide a readily available contact person that the School can contact to notify Licensee of scheduled school events, emergencies, or other issues. The initial contacts for the parties at the time of execution of this Agreement for the purposes of this subsection are:

School contacts:

Dr. Paul Riskus, Principal
Phone: 773-534-5992
E-mail: priskus@cps.edu

Anna Trilla, Assistant Principal
Phone: 773-534-5840 Ext. 80397
E-mail: ahsmith3@cps.edu

Aleksander Budimer, Chief Engineer
Phone: 773-534-5840 Ext. 45836
E-mail: abudimir1@cps.edu

License contacts:

Patrick Meenan, SVP of Operations
pmeenan@cubs.com
773-456-0479

Sam Thrower
Manager, Event Operations
stthrower@cubs.com
773-404-4254

Antwan Rocquemore, Sr Supervisor Parking & Transportation
arocquemore@cubs.com
773-829-1391

24/7 Emergency Dispatch
773-404-4086

- D. Licensee shall regularly communicate with the School principal and regularly monitor CPS.edu, the yearly CPS academic calendar, and the news for district-wide closures, holidays, closings, re-openings, strikes, changes in the calendars, bell times changes, snow days, construction, street closures, and other events that may affect lot schedules and Licensee's usage.

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- E. Licensee shall be available for feedback from the community via the local alderman's office and promptly and timely address concerns by the alderman's office. Licensee shall provide a representative to attend any community or aldermanic meetings called to assess Licensee's use of the Premises and the impact on the community when requested.
- F. 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 (including its employees, agents, invitees, students and their parents and family members) 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 fourteen (14) days' notice from Licensor to the Licensee (which notice may be by email), 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; provided that such use may not occur more than five (5) times on Event Days during any given license year during the Term of this Agreement. "License year" for purposes of this Agreement shall mean a period of 12 consecutive calendar months that begins on the license's start date as indicated in the certification notice described in paragraph 2 above and attached hereto as Exhibit B.
5. License Fee.
- A During the Term, Licensee shall pay a license fee as follows:
- (a) \$11,000 per month for the initial 2-year term.
 - (b) \$11,500 per month for the 1st option period, if the term is extended.
 - (c) \$12,000 per month for the 2nd option period, if the term is extended.
 - (d) \$12,500 per month for the 3rd option period, if the term is extended.
- Payment is due in advance by the first day of each month ("Monthly License Fee"). If the first day of the month falls on a Saturday, Sunday or holiday, payment shall be due on the first business day following. For any partial month, the Monthly License Fee shall be pro-rated accordingly, based upon a 30-day month.
- B. In addition to the Monthly License Fee, Licensee shall pay Licensor 25% of profits generated from its Use of the Premises on "Non-event Days" (the "Percentage Fee"), which for the purposes of this Agreement encompasses any day in which Wrigley Field is not operating a ticketed event with more than 9,999 tickets available. "Event Days", or days where Wrigley Field is operating a ticketed event with more than 9,999 tickets available, are not subject to revenue sharing. Licensee shall update Licensor in writing, on a quarterly basis with known upcoming Event Days. Said notice shall be given to the School Principal no later than twenty (20) days prior to the end of the current quarter for upcoming Event Days scheduled in the next quarter. For purposes of this paragraph, quarters shall mean calendar quarters beginning on January 1, April 1, July 1 and October 1 of each year. Payments due to Licensor under this section shall be made no later than sixty (60) days after the end of each calendar month. Within sixty (60) days after the end of each calendar quarter during the Term, and any renewal thereof, Licensee shall furnish to Licensor a statement in writing, certified to be

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correct, showing the calculation of profits and including the total gross receipts and income by month made from its Use of the Premises on Non-event Days, less direct costs related solely to the Use of the Premises on Non-direct Days, but specifically excluding indirect or overhead or administrative costs or expenses, attorneys fees, and the cost of any equipment or fixtures installed on the Premises.

- C. Any Monthly License Fee not received by the fifth (5th) 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. Any Percentage Fee received later than sixty (60) days after the end of the month for which it is due will be assessed a five percent (5%) late fee of the total amount of the outstanding Percentage Fee. The Monthly License Fee and Percentage Fee are collectively referred to as the "License Fee".
- D. The License Fee shall be payable to "Board of Education of the City of Chicago" and shall be sent to the following:

Chicago Public Schools
ATTN: Accounts Receivable
42 West Madison Street
Chicago, IL 60602

Payment may be made via ACH. Licensee shall contact the Real Estate Department for information on setting up such payments if desired. All payments, whether by ACH or check, shall specify in detail to which month the payment applies.

6. Costs and Expenses:

- A. 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, and insurance premiums.
- B. In particular and without limitation, Licensee shall be responsible for the payment when due of any leasehold or similar tax that may be imposed upon Licensor as a result of or related in any way to this License. Moreover, Licensee shall be responsible for the payment when due of any and all taxes that may be imposed with regard to the operation of a parking lot on the Premises, including without limitation all applicable City of Chicago and Cook County parking taxes, being those assessed pursuant to the City of Chicago Parking Lot And Garage Operations Tax Ordinance, MCC ch. 4-236, and the Cook County Parking Lot And Garage Operation Tax Ordinance, CCO 13-0-34 (both as may be amended from time to time). Licensee shall provide evidence satisfactory to Licensor of timely payment of each of the foregoing taxes promptly upon written request.

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, statutes, ordinances and regulations applicable to this Agreement and Licensee's Use of

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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 routine, non-structural maintenance of the Premises during the Permitted Use Time, including without limitation, keeping the Premises free of all debris and trash as set forth herein.
- 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, excepting ordinary wear and tear after last required repair or replacement excepted.
- C. When snow accumulates more than two inches on the Premises during the Permitted Use Time, excepting therefrom school-year daytime hours between 7am and 6pm on Mondays through Fridays, Licensee shall be responsible for the snow removal. 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 upon at least fourteen (14) days' notice except in the case of emergency situations in which case Licensor shall provide as much reasonable notice to Licensee as possible.

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

- A. Licensee shall not without (i) prior written consent from Licensor's Chief Facility Officer or Director of Real Estate, 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, permits, 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 Licensor's prior written consent and payment by Licensee of an Equipment Deposit. 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 of the Permitted Use Time. Licensor shall have no liability for any equipment or fixtures of Licensee, except to the extent any such damages are caused by the negligence or intentional misconduct of Licensor or its employees.
- C. 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

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at the commencement of this Agreement, excepting ordinary wear and tear. Licensor has a right of first refusal to keep any such equipment or fixtures on the Premises, in its sole discretion and at no cost to Licensor. In the event Licensee fails to restore the Premises to the condition required herein within fourteen (14) days after termination of this 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 by Licensee 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 the Permitted Use Time. Any vehicle left on the Premises past the Permitted Use Time is subject to towing at the direction of the Licensor, and any costs associated with such towing are the responsibility of the Licensee; provided that, prior to towing, Licensor shall contact Licensee to allow Licensee to make reasonable efforts to resolve the matter. 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 of time. 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, Licensor may at its option, have the vehicle towed or allow the vehicle to remain and charge a daily fee 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, Titleholder (solely in its capacity as titleholder), 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 ("Claims"), arising or resulting from (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.

To the extent authorized by Illinois state law, and without limiting or waiving any rights or provisions of the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*), Licensor shall indemnify, defend and hold harmless Licensee, its affiliates and subsidiaries, and its and their employees, agents, 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

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bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from: (i) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensor, or its employees, agents, affiliates or other representatives; (ii) a violation of any laws, statutes, codes, ordinances or regulations by Licensor, or its employees, agents, affiliates or other representatives; and/or (iii) any breach, default, violation or nonperformance by Licensor of any term, covenant, condition, duty or obligation provided in this Agreement.

The indemnifying party 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 the indemnified party in any such action, indemnifying party shall, at its sole cost and expense, satisfy and discharge such obligation of the indemnified party. The indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder. The indemnified party retains final approval of any and all settlements or legal strategies which involve the interest of the indemnified party.

However, if the indemnifying party, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the indemnified party may (without further notice to the indemnifying party) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of the indemnifying party, subject to the right of the indemnifying party 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 indemnified party in these circumstances shall be borne by the indemnifying party and the indemnifying party shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the indemnified party was represented by counsel retained by the indemnified party pursuant to this paragraph, or while the indemnifying party 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. 2d 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 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

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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 negligence or unlawful conduct 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 Time, 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. Licensor shall not have any duty to provide security or to protect individuals, vehicles or personal property on the Premises during Licensee's Permitted Use Time.

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 One Million and 00/100 Dollars (\$1,000,000.00) 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. Coverage shall include, but not be limited to: all premises and operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense. Such coverage must specifically include and may not exclude coverage for sexual abuse or molestation.

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.

D. Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance.

E. Garage Keepers Legal Liability. If the Premises includes a garage or if Licensee will use valet services, Garage Keepers Legal Liability with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, is required.

F. Additional Insured. Licensee shall have its General, Umbrella/Excess, Garage Keepers Legal Liability, and Automobile Liability Insurance policies endorsed to provide that "the Board

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of Education of the City of Chicago, a body politic and corporate, Titleholder, and their 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" with respect to liability arising out of the activities of Licensee, its agents, representatives, or employees.

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: riskmanagement@cps.edu
Fax: (773) 553-3326

H. 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.

I. 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), Titleholder solely in its capacity as titleholder, 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.

J. Licensee agrees that its insurers waive their rights of subrogation against Licensor (and against Titleholder solely in its capacity as titleholder).

K. Licensee shall register with the insurance certificate monitoring company designated by Licensor and indicated below to maintain a current insurance certificate on file during the entire Term and pay the annual monitoring fee. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

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

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14. Safety Issues. Licensee shall promptly notify Licensor's Safety & Security 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 use its best efforts to inform Licensor as soon as possible but in no event later than forty-eight (48) hours of such event. Licensee shall notify Board's Student Safety Center of any such safety issues by calling (773) 553-3335, which is available 24/7. Failure to timely provide such notice shall constitute a breach of this Agreement.

15. Non-Discrimination: During the Term. Licensee shall 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.C.A. §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 511-10, as amended; the Chicago Human Rights Ordinances, MCC Ch 2-160; Illinois Human Rights Act, 775 ILCS 511-101 et seq.; and the Public Works Employment Discrimination Act 775 ILCS 1010.01 through 10120, inclusive. Upon reasonable written request, Licensee shall furnish the reports and information as requested by the Licensor and/or the Illinois Department of Human Relations.

16. Representations and Warranties of the Parties. Each party represents and warrants to the other that the following shall be true and correct as of the Effective Date of this License and shall continue to be true and correct during the Term and any extensions and renewals thereof:

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.

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B. Compliance with Laws. Each party 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. Board policies and rules are available at <http://www.cps.edu/>.

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

F. Licensed Professionals. Licensee is appropriately licensed under Illinois law to perform the operation of a parking lot and all related actions, including without limitation any valet operations, required under this Agreement and shall perform no actions 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. Licensor represents and warrants that it is the beneficial owner of the Premises that it is providing Licensee access to in connection with this Agreement and that this License does not infringe on any third-party rights.

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. Background Check. Licensee shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor who may be on the Premises under this Agreement (individually and collectively "Staff") ("Background Check"). Contact via text messages, live chats, emails, telephone, in