

**PARKING LICENSE AGREEMENT FOR  
4957 S. HERMITAGE AVE. AND 4952 S. PAULINA ST., CHICAGO, ILLINOIS  
GIVEN BY APOSTOLIC HOUSE OF PRAYER**

**THIS PARKING LICENSE AGREEMENT (“Agreement”)** is entered into as of August 19, 2024 (the “**Effective Date**”) between **APOSTOLIC HOUSE OF PRAYER**, an Illinois corporation (“**Licensor**”), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (“**Licensee**” or “**Board**”).

**RECITALS**

A. Licensor is the owner of the property located at 4952 S. Paulina, Chicago, Illinois 60609, (the “**Property**”) including a portion of the Property developed as a parking lot located at 4957 S. Hermitage (“**Parking Lot**”).

B. Licensee desires to license approximately twenty (20) parking spaces per month in the Parking Lot in addition to approximately two spaces in the driveway located at the Property (the “**Spaces**”) as depicted on the map attached hereto as **Exhibit A**, for parking by Licensee’s employees and teachers, staff and invitees (“**Licensee’s Permittees**”) of Peace and Education Coalition High School - Sinclair Campus (the “**School**”) located at 4946 S. Paulina, Chicago, Illinois 60609.

**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 the Spaces in the Parking Lot subject to the terms set forth in this Agreement.
2. **TERM**. The term of this Agreement shall commence on the Effective Date and continue through June 30, 2027 (“**Term**”), unless sooner terminated in accordance with Section 3 below or as otherwise provided herein. The Term is intended to correspond to the regular school year as reflected on the published CPS calendar.
3. **EARLY TERMINATION**. Licensee may terminate this Agreement at any time, with or without cause, upon sixty (60) day’s prior written notice to Licensor as provided in Section 13 herein.
4. **USE**. Licensee shall have the right to use the Spaces pursuant to the following restrictions:
  - a. Licensee’s right to occupy and possess the Spaces shall be restricted to Mondays through Fridays from 6 a.m. to 6 p.m. (the “**Usage Time**”);
  - b. Licensee shall not use the Spaces for the month of July when School is not in session and shall not pay a fee for that month;
  - c. Licensee shall be permitted to use the Spaces for the sole purpose of parking passenger vehicles for Licensee’s Permittees; and
  - d. Ingress and egress to the Parking Lot shall be from Hermitage and or the alley east of Hermitage.
5. **LICENSE FEE**. 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 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 Term shall not exceed Thirty Thousand Dollars (\$30,000.00). Licensee shall not pay a fee for the month of July. The months of June and August may be prorated as above.

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

6.1 Utilities. Licensor 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.

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](mailto: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

#### **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.

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 Snow Removal. Licensee shall provide and pay for prompt removal of snow and ice from the Parking Lot when the snow is more than two inches (2") deep, on weekdays when the Parking Lot is being used by Licensee. Licensor shall be responsible for snow and ice removal from the Parking Lot after 6:00 p.m. on weekdays and 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.

8.4 **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.** Licensor must provide and maintain at Licensor's 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. Licensor shall submit to Licensee 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. Minimum insurance requirements are:

A. **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 in connection with operations relating to this License Agreement, operation of the Garage, or the Use, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) 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) 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 operations relating to this License Agreement, operation of the Garage, or the Use, 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 employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

E. **Additional Insured; Insurance Certificates.** 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](mailto:riskmanagement@cps.edu)

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

G. **General.** Any failure of Board to demand or receive proof of insurance coverage shall not constitute a waiver of Licensor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by Board 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. Licensor's failure to carry or document required insurance shall constitute a breach of this License Agreement. If Licensor fails to fulfill the insurance requirements of this License Agreement, Board reserves the right to stop the Use until proper evidence of insurance is provided, or this License Agreement may be terminated by Board.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Licensor. Any insurance or self-insurance programs maintained by Board do not contribute with insurance provided by Licensor under this License Agreement.

All subcontractors, if any, are subject to the same insurance requirements of Licensor unless otherwise specified in this License Agreement. Licensor shall require any subcontractors under this License Agreement to maintain comparable insurance naming Licensor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. Licensor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Licensor in no way limit Licensor'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.

Licensor agrees that insurers waive their rights of subrogation against Board.

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

Licensor must register with the insurance certificate monitoring company designated by Licensee stated below, and must maintain a current insurance certificate on file during the Term of this License Agreement, including any extensions or renewals thereof. Licensor 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 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 written notice as provided herein, in addition to any other remedies available at law and/or in equity.

11. **INDEMNIFICATION.** Licensor hereby agrees to indemnify and hold Licensee, its members, agents, contractors and employees (including without limitation Licensee Permittees) (all collectively "**Indemnified Parties**") harmless from and against any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by any of the 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.

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.

c. Licensor agrees that if there is a change or transfer of ownership of the Property, this Agreement shall not be terminated and the new owner shall be required under the terms of sale or transfer, to assume Licensor's duties and obligations under this Agreement, provided however, that subsequent to acquiring title, the new owner shall have the right to terminate this Agreement upon 180 days prior written notice to the Licensee.

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.

If to Licensor:           Apostolic House of Prayer  
4952 S. Paulina Street  
Chicago, IL 60609

If to Licensee:         Board of Education of the City of Chicago  
Real Estate Department  
42 West Madison Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602  
Attention: Director of Real Estate  
Email: smstults@cps.edu

With a copy to:         Board of Education of the City of Chicago  
Law Department