

LICENSE AGREEMENT

This LICENSE AGREEMENT ("**License**"), dated as of the 9th day of December, 2021, by and between **The City of Aurora**, an Illinois home-rule municipal corporation, (hereinafter "**Licensor**") and the **Aurora Metropolitan Exposition, Auditorium and Office Building Authority**, a body politic and municipal corporation, or "**ACCA**" (hereinafter "the **Licensee**") and, together referred to herein as the "**Parties**."

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Licensor and Licensee covenant, warrant, and agree as follows:

1. Premises

(a) Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the Premises located at **5 E. Downer Place, Suites G & T**, in Aurora, Illinois for the Term of this Agreement.

(b) Licensee agrees to accept possession of the Premises in its existing **AS-IS** condition on the date of this License, without representation or warranty by Licensor, express or implied, and with no obligation of Licensor to repaint, remodel, repair, improve, or alter the Premises, or to perform any construction, remodeling, or other work of improvement upon the Premises. Without limiting the generality of the foregoing, Licensee acknowledges that neither Licensor nor any agent of Licensor has made any representation or warranty regarding the condition of the Premises, the Building, or the Property, the suitability of the Premises for Licensee's use, or the condition, capacity, or performance of the Building Systems.

2. Purpose

The sole purpose of this License is to allow Licensee to access and use the Premise for a performing arts establishment and supporting uses.

3. Term

This License shall commence on the date of execution and shall terminate and be superseded by the parties' execution of a commercial lease agreement for the space.

4. Permitted Use of Premises; Compliance with Laws; Hazardous Materials

(a) The Premises shall be used as a performing arts establishment for the duration of the License and for no other purpose.

(b) Licensee, at Licensee's sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of governmental and quasi-governmental authorities, including, without limitation, the Americans with Disabilities Act of 1990, (and as amended by any Americans with Disabilities Act Amendments

adopted thereafter) that are applicable to the Premises and the use or occupancy of the Premises.

(c) Licensee shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Premises, the Building, or the Property; provided, however, Licensee may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Licensee to conduct normal business operations and maintain the Premises. Licensee shall indemnify and hold Licensor, elected officials, employees, and agents, harmless from and against any damage, injury, loss, liability, charge, demand, claim, cost, or expense (including attorneys' fees and disbursements) based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Licensee or any Licensee Party in or about the Premises, the Building, or the Property, whether before or after the License commencement date.

5. Alterations

Licensee is prohibited from making any permanent alterations or improvements to the Premises without the advance consent of Licensor.

6. Licensee Not to Misuse or Sublicense/Assign Premises

(a) Licensee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than a performing arts establishment.

(b) Licensee will not permit the Premises to be used for any unlawful purpose, or for any purposes that will injure the reputation of the Licensor.

(c) Licensee will not make or allow anyone using the Premises to make any permanent surface improvements without prior written authorization by the Licensor.

(d) Licensee shall not have the right to assign this License or to sublicense the Premises or any part thereof without the prior written consent of Licensor.

7. Concealed Firearms Prohibited

Pursuant to Illinois Statute, concealed firearms are prohibited from being carried on or into a building controlled by a local unit of government. 430 ILCS 66/65(a)(5). Licensee agrees to display Illinois State Police Concealed Carry Prohibited Area signs on the premises. 430 ILCS 66/65(d). These signs can be found on the Illinois State Police Firearms Services Bureau website. Signs shall be clearly and conspicuously posted at the entrance of a building, premises, or real property. 430 ILCS 66/65(d).

8. Insurance

(a) Licensee shall procure and maintain policies of insurance, at its own cost and expense, providing for public liability insurance during the entire term hereof covering

both Licensee and Licensor as named co-insureds with terms and in companies satisfactory to Licensor with limits of not less than \$1,000,000/2,000,000 for personal injury and \$1,000,000 for property damage for any one occurrence.

(b) The aforesaid insurance shall be issued by a company authorized to do business in Illinois, and shall unconditionally provide that it is not subject to cancellation or non-renewal except after at least thirty (30) days prior written notice to Licensor for the purpose of assuring such notice as to liability insurance, Licensor shall be designated therein as the "Additional Named Insured". The original insurance policies (or certificates thereof satisfactory to Licensor) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Licensor at the commencement of License and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage. Licensee's insurance shall provide primary coverage and any insurance of Licensor shall be considered secondary and non-contributory.

(c) Licensor shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft, breakage, vandalism, falling plaster, sprinkler drainage, plumbing systems, air conditioning equipment, the interruption of any public utility or service, steam, gas, electricity, water, rain, or other substances leaking, issuing, or flowing into any part of the Premises, or by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition, or order of a governmental body or authority, or by anything done or omitted to be done by any Licensee, occupant, or person in the building, it being agreed that Licensee shall be responsible for obtaining appropriate insurance to protect its interests.

9. Indemnification

Licensee shall indemnify, defend, and hold Licensor, its employees, agents, elected officials, and agents harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from Licensee's use or occupancy or manner of use or occupancy of the Premises, or any injury or damage caused by Licensee, Licensee Parties, or any person or patron on Licensee occupying or coming onto the Premises.

10. Signs

Licensee may at its own cost and expense install temporary signs on the Premises indicating its purpose. All signs must comply with all City of Aurora ordinances.

11. Licensor's Access to Premises

Licensor, its agents, employees, and independent contractors shall have the right to enter the Premises upon not less than twenty four (24) hours' notice to:

- (a) inspect the Premises;

(b) supply any service or repair to be provided or performed by Licensor to Licensee;

(c) determine whether Licensee is complying with its obligations under this License; and

(d) alter, improve, or repair the Premises or any other portion of the Building.

Notwithstanding the foregoing, Licensor shall not be required to provide prior notice to Licensee in the event of an emergency. Except to the extent caused by Licensor's gross negligence or willful misconduct, Licensee waives any claim for damages for any injury or inconvenience to or interference with Licensee's business.

12. End of Term

At the end of the expiration of the License date, Licensee's use of the space will be governed by the commercial lease agreement executed by the parties and all terms of this License Agreement shall be superseded by same.

13. Notices

Notices or other writings which either party is required to, or may wish to send to the other in connection with this License, shall be in writing and shall be delivered personally or sent by U.S. registered or certified mail, return receipt required addressed as follows:

If to Licensor:

Mayor
City of Aurora
An Illinois Municipal Corporation
44 East Downer Place
Aurora, Illinois 60507

With a Copy to:

City of Aurora
Corporation Counsel
44 E. Downer Place
Aurora, Illinois 60507

If to Licensee:

ACCA
c/o
8 E. Galena Blvd, Suite 230
Aurora, Illinois 60506

14. Severability

It is the intention of both of the Parties hereto that the provisions of this License shall be severable in respect to a declaration of invalidity of any provision hereof.

If any provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this License shall remain in effect and shall be enforceable to the full extent permitted by law.

15. Modification of License Terms

This License may only be amended, modified, extended, or supplemented by an agreement in writing duly executed by both Licensors and Licensee.

16. Governing Law and Jurisdiction

This License is governed by the laws of the State of Illinois. Any legal action or proceeding relating to this License shall be brought exclusively in the 16th Judicial Circuit Court in Kane County, Illinois. Licensee consents to such exclusive jurisdiction and agrees that venue is proper.

17. Attorney's Fees

Should there be any legal disputes regarding this License, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this License.

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the date first above written.

LICENSEE
Aurora Metropolitan Exposition,
Auditorium and Office Building
Authority, a body politic and municipal
corporation.

LICENSOR:
City of Aurora,
an Illinois municipal corporation.

BY: 
[Title] CEO

BY: _____
Mayor

ATTEST: 

ATTEST: _____
City Clerk