

**MOBILE TESTING UNIT
PARKING LOT USAGE AGREEMENT**

This **PARKING LOT USAGE AGREEMENT** ("**Agreement**"), is made as of June 16, 2025 ("**Effective Date**"), by and between:

City of Aurora, an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E. Downer Place, Aurora, Illinois hereinafter referred to as "**Parking Lot Owner**" or "**Owner**"

and

Opus Inspection Technologies, Inc., a Delaware corporation, hereinafter referred to as "**Opus**".

WITNESSETH:

WHEREAS, Parking Lot Owner is the owner of the parking lot located at 1200 East Indian Trail Rd, Aurora, IL 60505 ("**Property**")

WHEREAS, Opus desires to obtain permission from Owner to use an agreed upon area within the Property attached hereto as **Exhibit "A"** ("**Testing Area**")

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, the parties agree as follows:

1. AUTHORIZATION AND PERMITTED USE

Owner grants permission to Opus to utilize the Testing Area within the Property to temporarily set up a mobile testing van ("**Mobile Testing Unit**" or "**MTU**") to perform vehicle emissions inspection services and vehicle registration renewal services ("**Permitted Use**" or "**Testing Operations**") on the dates, and for the durations on such dates listed in the Schedule attached hereto as **Exhibit "B"**. On the dates listed in **Exhibit "B"**, Opus agrees that the Testing Area shall not be used for any purpose unrelated to the Permitted Use for the agreed upon duration listed in **Exhibit "B"**. Opus shall use reasonable efforts to maintain the Testing Area and Property, including removing any refuse or litter created in the ordinary course of Testing Operations. Opus will not permit the Property to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Owner.

2. TERM

The term of this agreement ("**Initial Term**") shall commence on the effective date and continue through the end of the last scheduled date of Testing Operations listed in **Exhibit "B"**. The Initial

Term plus any extensions or modifications to the schedule in **Exhibit "B"** shall be referred to herein as the **"Term"**. The Term may be extended at any time by either party submitting an updated Exhibit "B", provided both parties agree to the extension. Either Party has the right to terminate this Agreement, in whole or in part for any reason by providing the other Party with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end.

3. CHANGES TO SCHEDULE

If at any point during the Term, either party wishes to amend the agreed upon schedule by cancelling or rescheduling an agreed upon event in **Exhibit "B"**, best-effort must be made by both parties to provide notification via electronic writing (e-mail) in the form of an updated **Exhibit "B"** to the other party no less than 30 calendar days prior to the first date requiring amendment if practicable.

4. PERMIT/FEES

If applicable, Opus covenants that it shall secure all permits, licenses, consents, etc., required for the installation, maintenance, and use of the Property, and incur the cost thereof. Opus acknowledges it is responsible for requesting and attaining all permits required.

5. INSTALLATION

Although Opus will endeavor to minimize damage to Owner's property including lawn, plantings, underground utilities and premises generally (including power failures and other hazards), Opus assumes the risk and releases Owner from liability for any such damages that may occur. If required, Opus shall be responsible for determining the existence and location of any underground cables, sprinklers, pipes conduits, etc.

Opus acknowledges that it will not require readily accessible power outlets of sufficient capacity for Testing Operations to safely operate all electrical facilities including the MTU proposed herein, if applicable.

6. PERMITTED USE AND COMPLIANCE WITH LAWS

Opus, at Opus' 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 Property, if applicable.

7. ALTERATIONS

Opus is prohibited from making permanent alterations or improvements to the Property.

8. CANCELLATION DUE TO UNFORSEEABLE CIRCUMSTANCES

If there are unforeseeable conditions beyond the control of Opus or the Owner, such as extreme weather events, motor vehicle accidents, criminal activities, demonstrations, protests etc., which may either jeopardize the safety of Opus employees performing Testing Operations, Owner's staff, Testing Operations participants or Property users or have the potential to cause damage to the Property rendering it unsuitable for Testing Operations, Opus will vacate the property and contact the Owner to develop a plan to return to Testing Operations once the conditions have been fully addressed Parties' satisfaction.

9. INDEMNIFICATION

Opus shall be responsible for damages or injuries to persons or property directly resulting from the Permitted Use of the Property. Opus shall indemnify, defend, and hold Owner, its employees, agents, elected officials, and agents of Owner or any such other person 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 the use of Property or any injury or damage caused by Opus, Opus' Parties, or any use of the Property through Opus.

Neither by the insurance or indemnifications requirements of this Agreement does the Owner waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

Opus assumes all responsibility for loss or damage to the property during the period of use.

10. SAFETY

Opus will take all necessary precautions regarding the use of the Property to protect all persons and property from injury or damage during the term of the agreement.

11. INSURANCE

Opus shall provide to the Owner evidence that it has obtained and maintains the insurance coverages set forth in **Exhibit C**. In all cases, the Opus shall provide the Owner with a certificate naming the Owner as an additional insured party and shall not cancel such insurance without prior notice to the Owner.

12. AMENDMENTS

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

13. ASSIGNMENTS

Opus will not have the right to assign this Property or to sublet the Property or any part thereof.

14. NOTICES

Notices or other writings which either party is required to, or may wish to send to the other in connection with this agreement, 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 Owner:

Aurora Police Department
Chief of Police
1200 E. Indian Trail
Aurora, Illinois 60507

With a Copy to:

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

If to Opus:

Opus Inspection Technologies Inc
411 Eisenhower Lane South
Lombard, IL 60148

15. SEVERABILITY

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

If any provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, 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 agreement shall remain in effect and shall be enforceable to the full extent permitted by law.

16. GOVERNING LAW AND JURISDICTION

The Laws of the State of Illinois govern the validity, performance and enforcement of this Agreement. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the 16th Judicial Circuit Court in Kane County, Illinois. Opus consents to such exclusive jurisdiction and agrees that the venue is proper.

17. ATTORNEY'S FEES

Should there be any legal disputes regarding this Agreement, 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 agreement.

18. MISCELLANEOUS PROVISIONS

(a) Illinois Freedom of Information Act. Opus acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the Owner for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

(b) Entire Agreement. This Agreement, along with the documents set forth in Sections 1, 2, 3 and Section 11 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

(c) Consents and Approvals. The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Parking Lot Owner Responsible Agent

Signature

Printed or Typed Name

Title

Date

Opus Responsible Agent



Signature



Printed or Typed Name

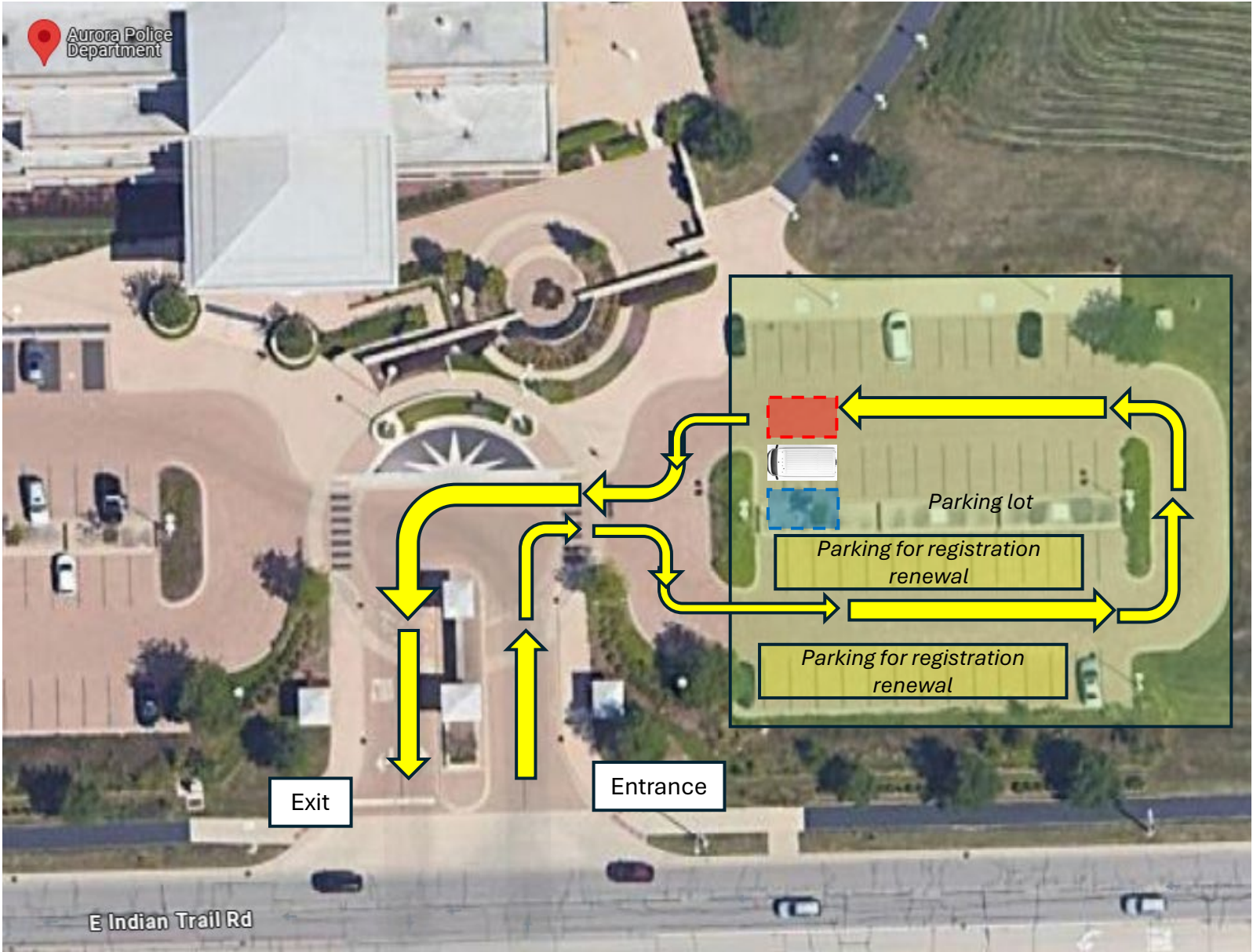
Illinois Program Manager

Title



Date

Exhibit A MTU Site Plan – City of Aurora Police Department






Traffic flow legend	
	Emissions Inspection flow
	Emissions Inspection area
	Registration Renewal area

EXHIBIT B

MOBILE TEST UNIT SCHEDULE

Day of the Week	Calendar Date	Testing Hours
Monday	July 07, 2025	None
Tuesday	July 08, 2025	10 AM to 4 PM
Wednesday	July 09, 2025	10 AM to 4 PM
Thursday	July 10, 2025	10 AM to 4 PM
Friday	July 11, 2025	None
Saturday	July 12, 2025	8 AM to 2 PM

EXHIBIT C INSURANCE REQUIREMENTS

Opus shall maintain minimum insurance and indemnity limits of not less than \$1M per person, \$2M aggregate and shall name the Owner as additional insured on a primary and noncontributory basis. Opus shall provide to the Owner proof of liability insurance within thirty (30) days of acceptance of this Agreement and prior to commencement of any Testing Operations. Opus shall notify the Owner in the event of any changes to or cancellation of said liability insurance.

At the Opus's expense, the Opus shall secure and maintain in effect throughout the duration of the entire agreement, insurance of the following kinds and limits to protect the Owner from and against all damages, claims, lawsuits and losses which may occur or arise with regard to the Opus' business operations on behalf of the Owner. The TPA shall furnish Certificates of Insurance to the Owner upon request. All insurance policies shall be licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice (ten (10) days in case of nonpayment of premium) is given to the Owner. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named herein".

The Owner may inspect all policies of insurance at any time. If requested, Opus will give the Owner a copy of the insurance policies. The policies must be delivered to the Owner within ten business days of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:

- (a) Bodily injury with limits not less than \$1,000,000
- (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 each occurrence, \$1,000,000 aggregate

Opus shall include the Owner as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and reflect said language on its Certificate of Insurance provided to the Owner.

Opus shall keep and hold the Owner harmless from and against any and all costs, damages, causes of action, claims of any nature whatsoever, whether known or unknown at law or in equity, or before any court, agency or commission, or any other such public body of the local, state or federal governments, or expenses it may suffer, incur or sustain or become liable for, or on account of any injury to, or death of its employees, or to any other person, or damage to, or injury to real estate, or personal property caused by, or arising out of, or resulting from, the negligence or willful misconduct of the Opus, its agents, employees or subcontractors, in performance of its day-to-day operations, performance of its duties and obligations under this Agreement, and use or occupancy of any Property as described herein.

If Opus fails to comply with the insurance requirements contained herein, the Owner's obligations under the agreement shall terminate. Opus at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations.