

## REVOCABLE LICENSE AGREEMENT

This License Agreement (“*Agreement*”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, effective the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of St. Charles (“*Licensor*”) and \_\_\_\_\_ (“*Licensee*”).

**1. Purpose:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a revocable license to occupy, install, maintain and operate, for the term hereof, certain areas of Licensor-owned property and/or controlled public right-of-way, in compliance with the site plan and use narrative described and depicted on Exhibit A, attached hereto and made a part hereof (“*Licensed Area*”), in accordance with the standards and with the terms, covenants and conditions in this Agreement.

**2. Term:** This Agreement shall expire on \_\_\_\_\_, 20 \_\_\_\_, the date the insurance required hereunder expires, or as otherwise provided for in this Agreement, whichever comes first. This Agreement may be renewed only through the action of the Licensor. Licensee may terminate this Agreement immediately by providing written notice to Licensor. Except for the immediate termination in the event of an emergency, as declared by Licensor in its sole discretion, Licensor may terminate this Agreement at any time during the term of this Agreement by notifying Licensee of its intention, with at least three (3) business days prior written notice.

**3. Rental and License Fee:** For the purposes of this Agreement, no rental fee will be paid by Licensee to Licensor. A fee of \$ \_\_\_\_\_ has been paid by Licensee to Licensor for the issuance of this Agreement.

**4. Use:** Licensee, at its sole effort and expense, shall conform to any and all Federal, State of Illinois, County of Kane and City of St. Charles statues, codes, laws, regulations and policies.

**5. Maintenance:** Licensee accepts the Licensed Area in its current condition and Licensor makes no representations concerning the condition of the Licensed Area. Licensor has no duty or obligation to maintain or repair the Licensed Area during the term of this Agreement. Licensor shall not be liable to Licensee or its patrons for any damage or injury to any of them or their property occasioned by the failure of the Licensor to keep the Licensed Area maintained and in repair. Licensee shall agree to maintain the Licensed Area and the adjacent areas in a clean, healthy and attractive condition, at Licensee’s sole cost and expense. If Licensee ceases to so maintain the Licensed Area and the nearby adjacent areas, Licensor may require Licensee to pay for additional cleanup costs. No improvements, equipment, furniture or other structures of any kind may penetrate, be affixed or attached to the Licensed Area or adjacent areas. The Licensee shall be responsible to the Licensor for any damage occurring to the Licensed Area and adjacent areas, including, but not limited to, where such damage arises from or occurs as a consequence of the presence and/or operation of improvements, structures, equipment or furniture permitted by this Agreement. The Licensor may repair or replace such Licensed Area and adjacent areas in its sole discretion and shall charge the cost of such repair or replacement to the Licensee.

**6. Removal:** Licensee shall remove all of Licensee's structures, equipment or improvements of all kinds, whether in or adjacent to the Licensed Area, no later than termination of the Agreement by expiration or notice by Licensor.

**7. Restriction on Use:** Licensee shall only use the Licensed Area for the purposes depicted and described on Exhibit A. The Licensee shall not materially alter or use the Licensed Area in any fashion inconsistent with this Agreement, without the written consent of the Licensor. Licensee shall not carry on, upon the Licensed Area or any part thereof, or permit to be carried on, any trade, business, or use of an unsafe, unhealthful or unlawful nature, or which shall constitute a nuisance. Licensee shall not use, or permit to be used, said Licensed Area or any part thereof for any illegal or immoral business whatsoever. Licensee shall comply with the requirements of the City of St. Charles Police, Fire and Building Codes in using the Licensed Area and shall confer with said departments to ensure safety and compliance with all City of St. Charles Ordinances.

**8. Notice:** All notices, certificates, approvals, consents or other communications desire or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) overnight courier, or (c) electronic communications, whether by electronic mail between 9:00 a.m. and 5:00 p.m. CST Monday through Friday.

If to Licensor:  
City Administrator  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174  
E-Mail: [mkoenen@stcharlesil.gov](mailto:mkoenen@stcharlesil.gov)

If to Licensee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-Mail: \_\_\_\_\_

or such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered, transmission of e-mail or other electronic transmission, or received by overnight delivery.

**9. Assignment:** Licensee may not assign or transfer the License under this Agreement without prior written consent of Licensor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person. This Agreement shall not confer any property rights in the underlying Licensed Area.

**10. Defend and Hold Harmless:** Licensee shall use the Licensed Area at its own risk and Licensor shall not be liable for any damage to person or property resulting, directly or indirectly, from Licensee's and its patrons' use of the Licensed Area. Licensee shall pay any expenses incurred by Licensor in defending the validity of entering into this Agreement for the use of the Licensed Area by Licensee. Licensee shall be required to hold harmless Licensor, its officers, employees and independent contractors from any claim or demand or damage to property or inquiry, including death, to persons, which arise out of in any way the exercise by Licensee of its rights under this Agreement. Licensee shall be required to pay for the cost of

defense and hold harmless Licensor, its officers, employees and independent contractors against any judgment and to pay any settlement arising out of such claim or demand, including but not limited to, the full costs of the defense of Licensor, its employees, officers and independent contractors through the employment of experts approved by the parties defended, provided, however, that such approval shall not be unreasonably withheld.

**11. Liability Insurance:** Licensee shall purchase and maintain comprehensive general liability insurance of \$1 million each occurrence, \$2 million general aggregate and \$3 million umbrella coverage, providing occurrence coverage for Licensee from claims for damages because of bodily injury, death of any person or property damage resulting from the use of the Licensed Area. Licensor shall be named, by endorsement, as an additional insured on the policy. The policy of insurance and certificates thereof shall contain provision or endorsement that the coverage reported will not be canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice shall be given by certified mail to the insured and Licensor. Licensee shall deliver a duplicate of the policy or certificate of insurance acceptable to Licensor prior to the execution of this Agreement by the Licensor.

**12. Miscellaneous:**

a. This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

b. It is the intention of the parties hereto that this Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

c. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Dated as of the date first set forth above.

**LICENSOR:**

**CITY OF ST. CHARLES**

2 East Main Street  
St. Charles, Illinois 60174

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANE         )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

**EXHIBIT A**