

## NON-EXCLUSIVE LICENSE AGREEMENT AND HOLD HARMLESS

This Agreement ("**Agreement**") by and between the **City of Des Plaines**, an Illinois home rule municipal corporation ("**City**"), and \_\_\_\_\_, an [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] ("**Licensee**"), is dated as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Section 1: Recitals.** The Licensee operates a restaurant located at \_\_\_\_\_ Miner Street in the City ("**Property**") and has obtained a City permit for outdoor seating on Miner Street adjacent to the Property ("**Permit**"). The City owns certain railings and related equipment designed to create outdoor dining areas on Miner Street in the City ("**Licensed Property**"). The City and the Licensee desire to enter into this Agreement to permit the Licensee to use the Licensed Property.

**Section 2: Grant of License; Limitation of Interest; Liens; Term; Termination.** Subject to the terms and conditions in this Agreement and the Permit, the City grants to the Licensee, and the Licensee accepts, a non-exclusive revocable license to use the Licensed Property ("**License**"). Except for the License, the Licensee has no legal, beneficial, or equitable interest in the Licensed Property. The Licensee represents and warrants that it will keep the Licensed Property free and clear of all liens, claims, and demands. Unless terminated sooner by the City, and without prejudice to any other rights and remedies available to the City, the License will expire on \_\_\_\_\_, \_\_\_\_\_. If the Licensee violates any provision of this Agreement or the Permit the City will have the right to terminate this Agreement and the License and immediately take possession of the Licensed Property.

**Section 3: Delivery, Use, and Maintenance of Licensed Property.** The City will deliver the Licensed Property to the Licensee, and upon expiration of the License will take and carry away the Licensed Property from the Licensee, on dates and times agreed to by the parties. The Licensee will use and arrange the Licensed Property on Miner Street adjacent to the Property for the sole purpose of creating and offering an outdoor dining area for use by Licensee's customers. The Licensee will not use the Licensed Property between the hours of 12 a.m. and 7 a.m., during which time the Licensee will cause the Licensed Property to be securely and safely stored. The Licensee will, at its sole cost and expense, maintain the Licensed Property in a safe, secure, and neat condition and in a condition of good repair. The Licensee will use and maintain the Licensed Property in compliance with all applicable laws and regulations.

**Section 4: Assumption of Risk; Waiver; Indemnity; Insurance.** The Licensee assumes the full risk of any injuries, including death, any property loss, and all other costs, damages, and losses related to the Licensee's use of the Licensed Property. The Licensee waives and releases all claims that it may have against the City and all City officials, officers, employees, agents, representatives, engineers, and attorneys ("**City Parties**") related to the Licensee's use of the Licensed Property. The Licensee will hold harmless and indemnify the City Parties with regard to any of these claims except to the extent of the City's gross negligence. The Licensee will provide evidence of commercial general liability insurance and, if applicable, liquor liability insurance, that names the City as an additional insured and otherwise is acceptable to the City.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LICENSEE**

**CITY OF DES PLAINES**

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

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