

**AGREEMENT BETWEEN THE VILLAGE OF ANTIOCH  
AND THE ANTIOCH SEQUOITS BOOSTER CLUB, INC.  
FOR PAINTING OF THE SEQUOIT LOGO ON A WATER TOWER**

WHEREAS, the Village of Antioch (the Village) is a unit of local government duly existing under and chartered in conformity with the laws of the State of Illinois; and

WHEREAS, the Antioch Sequoits Booster Club Inc. (the Club) is an Illinois not-for-profit corporation duly chartered by the State of Illinois and established by a group of parents of students at Antioch Consolidated Community High School for the purpose of spurring pride in the school and excellence in the academic and social atmosphere in the school; and

WHEREAS, the Club and the Village serve the same basic population, and both the Club and the Village wish to express and encourage pride in this fine community, and

WHEREAS, the Club seeks an agreement from the Village to paint a Sequoit logo on the Village's water tower located just east of the main High School Campus off of McMillen Road, and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties to this Agreement agree as follows:

1. LOGO. Attached hereto is a graphical depiction of the logo that the Club wishes to paint on the water tower.
2. LICENSE. The Village hereby grants a license to the Club to paint the attached logo on the water tower located off of McMillen Road.
3. COATING PROTOCOL. The Club and/or its painting contractor shall complete the painting using the following protocol:
  - 3.1 Pre-treat logo location with 3 to 1 bleach solution to kill any mold and mildew spores.
  - 3.2 Pressure wash logo location with no less than 3,000 psi water to remove chalking paint, mold, mildew, and other deleterious materials.
  - 3.3 Scarify glossy surfaces to allow for proper adhesion.
  - 3.4 Apply logo per attached design in one location. Size and orientation as agreed to by the Club Superintendent and the Village Administrator.
  - 3.5 Apply one coat Tnemec Series V700 Hydroflon at 2.0-3.0 mils DFT. Color: up to 4 colors as selected and agreed to by the Club Superintendent and the Village Administrator.
  - 3.6 Existing Lettering and coatings shall not be blocked out.
  - 3.7 Water and 220v/110v 20A power to be provided at no cost to the contractor by the Club

with the cooperation and assistance of the Village.

- 3.8 The Club shall coordinate and be responsible for the movement of any vehicles. No vehicles shall be allowed to be parked within 100' of the tower during the course of the project. The Village Administrator will assist in the coordination and installation of temporary no-parking signs, but the Village takes no responsibility for any damage to any third party's property, including vehicles.
- 3.9 The Village may retain a coating consultant at the Club's expense to review the foregoing protocol and to provide technical assistance to ensure compatibility of coatings and the longest-lasting product possible.

#### 4. INSURANCE AND INDEMNITY.

- 4.1 Immunities Preserved. It is the intention of the Parties to preserve any and all statutory immunities available to them under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. seq.) and the School Code (105 ILCS 5/1-1 et. seq.). Accordingly, this Intergovernmental Agreement shall be implemented and interpreted consistently with that intention.
  - 4.2 Insurance. The Club covenants to keep in full force and effect liability insurance with combined single limits of not less than Three Million Dollars (\$3,000,000.00) at all times, covering all equipment and resources that may be required under this Intergovernmental Agreement. Any contractor working for the Club on this project shall provide an insurance policy with equal limits and shall provide the Village with a certificate of coverage as an additional insured.
  - 4.3 Indemnity. The Club, as the licensee and entity seeking to perform work on the Village's property shall be solely liable for any and all acts and omissions of any persons working on the project to the extent that the same exist under the law, considering all available immunities. Nothing herein shall make the Village liable for acts or omissions of the Club or its contractor. In the event the Club or its contractor shall commit an act or omission creating liability to any third party, the Club shall forever indemnify and hold the Village harmless of and from any and all claims and liabilities, including all costs of defense and related expenses. The Club may, but is not obligated to, require its contractor to provide this indemnity under its insurance policies.
5. NO WARRANTY. The Club acknowledges and agrees that the Village has not, and cannot, warrant that the logo will last any particular period of time, and it further affirmatively agrees that conditions may arise which require the Village to maintain the water tower which may damage, mar, cover or obliterate all or part of the logo. The Village agrees to take reasonable steps in performing any maintenance, but shall not be obliged to repair any damage to the logo at any time. The parties further agree and acknowledge that the water tower will eventually need to be repainted, at which time, should the Club wish to renew the logo, it will be necessary to meet with the Village and discuss a renewal of this license and a joint project using one contractor to paint the tower and the logo. It is anticipated that the differential in cost between the painting of a standard Village logo and the Sequoit logo, if any, will be negligible and that the Village will be able to include that expense within its painting contract. The Village's shall




give reasonable notice to the Club of its intentions to repaint the water tower in adequate time to permit such discussions to occur.

## 6. MISCELLANEOUS PROVISIONS.

- 6.1 Authority. Each Party warrants to the others that it is authorized to execute, deliver and perform this Agreement. Each Party warrants to the other that execution, deliver and performance of such agreements does not constitute a breach or violation of any other agreement, undertaking, law or ordinance by which that Party is bound, Each individual signing this Agreement warrants to the other Party that such individual is authorized to so execute in the name of the Party on whose behalf he or she executes it.
- 6.2 Binding Effect. This Intergovernmental Agreement shall be binding on the Parties and their respective successors. It may not be assigned.
- 6.3 Severability. If any provision, covenant, agreement or portion of this Agreement or its Application to any person, entity or property, is held invalid, each invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and to that end, all provision, covenants, agreements or portions of this Agreement are declared to be severable.
- 6.4 Further Acts. Each Party shall, at the request and the expense of the other, execute and deliver any further documents and do all acts and things as that Party may reasonably require to carry out the true intent and meaning of this Agreement.
- 6.5 Governing Law. This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- 6.6 Waivers and Modifications. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the Party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in, any other way be modified except in writing signed by all Parties.
- 6.7 Notice. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage, prepaid to the Superintendent of the Club or the Village Administrator.
- 6.8 Entire Agreement. This Agreement expresses the complete and final understanding of the Parties with respect to its subject matter.
- 6.9 Execution. This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution.

IN WITNESS WHEREOF, the Parties each have executed this Intergovernmental Agreement on the dates indicated by each signature.


ANTIOCH SEQUOITS BOOSTER CLUB INC.  
ANTIOCH, ILLINOIS

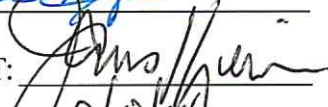
BY: 

ATTEST: 

DATE: 9/18/2014

VILLAGE OF ANTIOCH  
LAKE COUNTY, ILLINOIS

BY: 

ATTEST: 

DATE: 9/18/14