

## **LIMITED-EXCLUSION LICENSE AGREEMENT**

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This Limited-Exclusion License Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Village of Antioch, a municipality of Lake County, Illinois (the "Village" or "Licensor"), and d/b/a ("Licensee") (collectively the "Parties").

### **RECITALS**

A. The Village manages, operates and maintains the Metra Antioch Station located at 305 Depot Street, Antioch, Illinois, 60002 (the "Facilities"), pursuant to an Agreement For Operation and Maintenance of Commuter Station Facility in Antioch, Illinois, as subsequently amended, by and between the Village and the Commuter Rail Division of the Regional Transportation Authority, a division of a municipal corporation ("Metra"), a copy of which is attached hereto as Exhibit A, and is expressly incorporated herein by this reference (the "Operating Agreement").

B. The Operating Agreement and amendments are collectively referred to herein as the "Metra Agreements".

C. The premises available for license hereunder shall be approved by the Village Administrator within the existing Metra Station, as it currently exists and is configured (the "Licensed Premises").

D. Licensee desires to operate a retail business within the Licensed Premises, subject to the terms and conditions herein.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits and Agreements referred to therein are incorporated herein as if fully set forth with the same force and effect as if set forth as agreements of the Parties herein.

2. Grant of Limited-Exclusion License. Subject to the terms and conditions of this Agreement and the terms and conditions of the Metra Agreements, Licensor hereby grants Licensee a Limited-Exclusion license for use of the Licensed Premises for the sole purpose of providing the following services: Operating a coffee shop/cafe and for the sale of other hot and cold non-alcoholic beverages, pre-packaged food items and other items listed as follows:

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[PROPOSER MUST PROVIDE A COMPLETE SCHEDULE OF PRODUCTS]

Additional products and/or services not listed above may be provided, but only with the written approval of the Village Administrator.

3. Term and Hours of Operation.

a. Term. The term of this Agreement shall commence on December 1, 2011 (the "Commencement Date") and shall expire May 31, 2013 unless extended or terminated earlier as herein provided (the "Term").

b. Days and Hours of Operation: Subject to the limitations set forth in paragraph 3d below, the days and hours of operation shall be at a minimum:

Mondays through Fridays (excluding federal holidays): 5:45 a.m. to 9:05 a.m.

Licensee agrees to remain open and operate the business the following days and hours beyond the minimum day and hours stated above as follows:

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[PROPOSER MUST COMPLETE, IF ANY]

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c. It shall be a material breach of this Agreement in the event Licensee fails to operate the Licensed Premises for three (3) or more consecutive business days. Business days shall mean and include Mondays through Fridays, excluding federal holidays.

d. The hours of operation shall be limited to hours and days in which the Facilities are made available to Metra commuters by the Village and/or Metra.

e. Renewal: This Agreement may be renewed for an additional one (1) year renewal term following the expiration of the initial Term, and for subsequent one (1) year periods, subject to the mutual agreement of the Parties, and provided Licensee is not in default hereunder.

4. Fees and Reimbursement. Licensee shall pay Licensor a annual license fee of \$\_\_ throughout the Term of this Agreement. [PROPOSER MUST COMPLETE]

5. Access. Nothing in this Agreement shall restrict the access of any employees, officers, or agents of Licensor and/or Metra who have a legitimate need for such access, including but not limited to access to the Licensed Premises to determine Licensee's compliance with the terms and conditions herein and/or as otherwise provided herein.

6. Security. Licensee assumes and exercises full responsibility for the security

of the Licensed Premises during all activities contemplated by this Agreement. Licensee shall provide security for the Licensed Premises in the manner and to the extent it deems necessary, at its expense, provided that access by the Licensor and Metra is assured and not unreasonably restricted according to the provisions contained herein. Licensee shall timely communicate to the Licensor, any and all proposed security measures and obtain Licensor's approval, prior to the beginning of the term of this Agreement. Licensor agrees to cooperate with any and all reasonable security measures, provided it has sufficient notice to communicate the measures with its employees, and elected and appointed officials. Neither Licensor nor Metra shall be liable for unauthorized use of the Licensed Premises and/or Facilities.

7. Supervision. The Licensee assumes and exercises full responsibility for the supervision of Licensee's employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "Licensee's Agents") during the term of this Agreement. The parties agree that neither Licensor nor Metra has any duty to supervise any person or activity in connection with the Licensee's use of the Licensed Premises and/or Facilities, including within those areas not specifically identified as part of the Licensed Premises and/or Facilities.

8. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, protect, save, defend, and hold harmless the Village, Metra, the Regional Transportation Authority ("RTA"), the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), Canadian National ("CN") and each of their respective officers, officials, directors, employees, volunteers, agents, licensees (excluding Licensee), successors and assigns (the "Indemnified Parties") from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees (reasonable attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of Licensee, Licensee's Agents, or any of their respective assignees, directors, officers, agents, employees, invitees, customers, patrons, guests, attendees, contractors and/or sub-contractors or of anyone acting on behalf of Licensee; (ii) any accident, injury or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the use of the Licensed Premises, whether such loss, damages, injury or liability is contributed by a condition of the Licensed Premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever; (iii) Licensee's breach of this Agreement, the Metra Agreements, and/or any of them; and/or (iv) Licensor's grant of this license to Licensee. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee's, duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

9. Insurance. Licensee and Licensee's Agents shall maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance.

Commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

CGL insurance shall cover liability arising from Premises, operations, independent contractors, products-completed operations, food products (if applicable), fire and legal liability, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Licensor, Metra, RTA, NIRCRC, CN and each of their respective officials, officers, directors, employees, agents and volunteers shall be included as additional insured (collectively, the "Additional Insured") under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them.

#### B. Workers Compensation Insurance

Workers' compensation as required by statute, and employer's liability coverage with limits of not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

#### D. General Insurance Provisions

##### 1. Evidence of Insurance

Prior to the Commencement Date, Licensee shall furnish Licensor with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Licensee and Licensee's Agents to maintain such insurance.

Licensor shall have the right, but not the obligation, of prohibiting Licensee and Licensee's Agents from occupying the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Licensor.

Each insurance policy required under this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after not less than ten (10) days prior written notice by certified mail, return receipt requested has been given to Licensor.

##### 2. Acceptability of Insurers

Only insurance companies licensed to sell insurance in the State of Illinois shall be deemed acceptable. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Licensor has the right to reject insurance written by an insurer it deems unacceptable.

### 3. Cross-Liability Coverage

If Licensee and/or Licensee's Agent's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### 4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Licensor. At the option of the Licensor, the Licensee and Licensee's Agents may be asked to eliminate such deductibles or self-insured retentions as respects the Licensor, and/or any of the respective officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. The Licensee shall not assign, lease, sub-lease or sub-license this Agreement without the prior express written consent of the Licensor which Licensor may withhold in its sole and absolute discretion. Any such assignment, lease, sub-lease and/or sub-license shall be null and void, unless approved in writing by the Licensor.

11. Modification of Improvements. No modification or alteration of the Licensed Premises shall be made by Licensee without the prior written approval of the Licensor and Metra and compliance by Licensee with all other terms of this Agreement. Licensee shall pay for all such modifications and alterations to the Licensed Premises.

### 12. Prohibited Uses and Activities.

a. Licensee specifically agrees not to use the Licensed Premises and/or Facilities, or any part thereof, for any purpose and/or business other than that specifically licensed hereunder.

b. Licensee covenants and agrees not to maintain any nuisance in the Licensed Premises and/or Facilities which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said Licensed Premises and/or Facilities.

c. Licensee covenants and agrees to keep the Licensed Premises in a clean, safe, and sanitary condition in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Antioch, the State of Illinois, County of Lake and the United States of America, and all regulatory agencies thereof.

d. Licensee covenants and agrees that it shall abide by all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Antioch, the State of Illinois, County of Lake and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's

use of the Licensed Premises and/or Facilities.

13. Disclaimer. Licensee expressly acknowledges that the Licensor has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. Licensee accepts use of the Licensed Premises and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

\_\_\_\_\_ Licensee's Initials

14. Non-Discrimination. Licensee agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services, use of the Licensed Premises, and/or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service and/or otherwise in violation of any applicable federal, state, and/or local law.

15. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to the Village arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Village for any purpose whatsoever.

16. Default. In the event of the failure of any party to perform all of its duties and obligations under the terms and conditions of this Agreement, the other party shall be entitled to all remedies available at law and/or equity to enforce their rights under this Agreement, including the right to reimbursement for reasonable attorney's fees, subject to the limitations set forth in paragraphs 26 and 27 herein.

17. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

*If to the Licensor:*

Village of Antioch  
874 Main Street  
Antioch, Illinois, 60002  
Attention: Candi L. Rowe

*If to Licensee:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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*With a copy to:*  
Daniels Long & Pinsel  
19 N. County Street  
Waukegan, IL 60085  
Attention: Robert Long

18. Restoration. Upon the expiration or termination of this Agreement, Licensee shall cause the Licensed Premises and Facilities to be restored to the same condition in which it existed at the time of the execution of this Agreement, including but not limited to the removal of any and all signs placed on the Licensed Premises and/or Facilities by or on behalf of Licensee, the removal of all debris from the Licensed Premises, and repair of any damage to the Licensed Premises and/or Facilities attributable to Licensee and/or Licensee's Agents and/or otherwise arising from use of the Licensed Premises and/or Facilities by Licensee and/or Licensee's Agents ("Restoration Work").

19. No Lease. The Parties agree that this Agreement confers upon the Licensee only a Limited-Exclusion license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee and leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder, but may elect to do so notwithstanding the fact that the Licensee does not have and shall not acquire any leasehold interest in the Licensed Premises.

20. No Waiver of Immunities and/or Privileges by Licensor. This License Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party, other than Licensee's indemnification and insurance obligations relative to Metra, RTA, NIRCRC, CN and their respective officers, officials, employees, directors, agents, licensees, successors and assigns required herein. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of Licensor, Metra, RTA, NIRCRC, and/or any of their respective officials, officers, volunteers, employees, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

21. Metra Agreements. Licensee and Licensee's Agents shall comply with all of the terms, conditions, requirements and restrictions set forth in the Metra Agreements, and any breach of any such term, condition, requirements, and/or restrictions of the Metra Agreements or any of them, shall be a material breach of this Agreement.

22. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/ or Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Licensee and/or Licensee's Agents, in violation of this paragraph, results in contamination of the Licensed Premises and/ or Facilities, Licensee shall pay for all actual costs of clean up and shall indemnify, hold harmless the Village, Metra, RTA, and NIRCRC and at the Village's option, defend the Village, Metra, RTA, NIRCRC, and their respective employees, directors, affiliates, agents, volunteers, officers, officials, licensees (excluding Licensee), successors and assigns from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee and/or Licensee's Agents create a risk of violation of any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Licensee's duties and obligations to indemnify the Village, Metra, RTA, and NIRCRC shall survive the termination and/or expiration of this Agreement.

23. Liens. Licensee shall keep the Licensed Premises and Facilities free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold the Village, Metra, RTA and NIRCRC, harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or on behalf of Licensee and/or Licensee's Agents.

24. Premises and Equipment.



a. Licensee shall have the use of the Licensed Premises along with any fixtures included therein subject to the terms and conditions herein. No other area of the Facilities shall be used except with the prior written permission of the Village Administrator, other than as expressly provided herein to the contrary.

b. Licensee shall use its best efforts to reasonably conserve gas, electric, water and sewer, and to use said utilities in a commercially reasonable manner. Licensee shall pay their own telephone bills.

c. Any alteration or decoration of the Licensed Premises shall be at the expense of Licensee and only with express written consent of the Village and Metra. Any additions or improvements made shall become the sole property of the Village. The Village Administrator shall have final authority to approve any alteration or decoration described herein prior to the addition or improvement being made.

d. Licensee may install signage inside the Facilities with the prior written approval of the Village Administrator and Metra, which the Village Administrator and/or Metra may withhold in their respective sole and absolute discretion, and provided Licensee has procured all necessary sign permits and other approvals therefore from the Village. All fees and costs related thereto are to be paid by Licensee.

e. Any trash receptacles supplied by licensee and removal services shall be supplied and performed by Licensee.

f. Licensee acknowledges the Licensed Premises and Facilities are non-smoking facilities and shall not allow smoking in the Licensed Premises.

## 25. Operations.

a. At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises and all property and fixtures located therein in a clean, neat, orderly, sanitary, and safe condition.

b. Licensee's provision of providing of food items shall be consistently high in quality and shall, at all times, be sanitary, orderly and sufficient to meet public demand.

c. Licensee shall employ sufficient and qualified personnel for the Licensed Premises and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner.

d. Licensee agrees that all food items and coffee shall be purchased from reliable and reputable suppliers and, if required by law, all food items and coffee will be approved by authorized governmental agencies.

e. Licensee shall maintain all necessary licenses and permits necessary for Licensee's use and/or operation of the Licensed Premises.

26. Termination.

a. In the event Licensee shall breach or be in default under any of the provisions of this Agreement, the Village may terminate this Agreement if Licensee shall not have cured such default within ten (10) days after the Village shall have notified Licensee thereof, in writing (the "Cure Period"), provided, however, that if Licensee shall have repeatedly breached or been in default hereunder on previous occasions, the Village may terminate this Agreement immediately without affording Licensee an opportunity to cure the breach or default upon written notice to Licensee. Notwithstanding the forgoing, the Village may immediately suspend all licenses herein granted, including Licensee's right to possession and right to operate its business in the Licensed Premises in the event Licensee fails to maintain the types and amounts of insurance coverages required herein until Licensee provides documentation to the Village evidencing compliance with said insurance requirements. The Village may similarly suspend all such licenses and right to possession granted hereunder in cases of emergency. No license fee shall be refunded.

b. Notwithstanding any provisions herein to the contrary, in the event Licensee shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (ii) consented to the appointment of a receiver or trustee of all or part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate.

c. Upon thirty (30) days prior written notice by either party to the other at the conclusion of the Term, as defined herein.

d. Upon termination of this Agreement, Licensee shall yield up the Premises in at least as good of condition as existed prior to the Commencement Date, including, the performance of all Restoration Work required herein. Notwithstanding the provisions of this paragraph, all fixtures shall remain on the Licensed Premises as provided herein.

e. In addition to performing all of Licensee's other obligations set forth in this Agreement, Licensee shall pay to the Village an amount equal to 200% of the License Fee for each month or portion thereof during which Licensee shall retain possession of the Licensed Premises, or any part thereof, after the expiration or termination of Licensee's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by the Village on account of Licensee so retaining possession. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of the Village provided herein or at law or equity.

f. This Agreement shall automatically terminate in the event the Metra Agreements, or either of them are terminated and/or in the event Metra, RTA and/or NIRCRC restrict or prohibit Licensee's use of the Licensed Premises and/or the Village's use of the Facilities.

g. Either Party may terminate this Agreement without cause by providing the other Party not less than ninety (90) days prior written notice.

27. Limitation on Village's Damages. In no event shall the Village be liable to Licensee and/or Licensee's Agents for any consequential incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by the Village hereunder.

28. Assumption of Liability. To the fullest extent permitted by law, Licensee and Licensee's Agents assume all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Licensed Premises or other Village property by Licensee and/or Licensee's Agents. Licensee and Licensee's Agents are aware of the risks associated with use of the Licensed Premises and/or other Village property, and Licensee and Licensee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

29. Taxes. Licensee acknowledges that the Licensed Premises and Facilities are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Licensed Premises and Facilities remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the license granted hereunder. In the event, however, (i) this License Agreement or the rights granted under this Agreement, (ii) any sub-lease or sub-license agreement or other grant of use or assignment by Licensee and/or (iii) the use and/or operations of Licensee or any of its sub-licensees, sub-lessees, or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay the Village the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. Licensee shall also pay all other federal, state and local taxes attributable to its operation and/or use of the Licensed Premises.

Lessee shall be solely responsible to file all applicable retailer occupation tax reports and forms and shall pay all retailer occupation taxes attributable to the operations before any such taxes become delinquent.

The obligations to pay said taxes shall survive the expiration and/or termination of this Agreement.

30. Custodial Care/Maintenance. Licensee shall be solely responsible for custodial care and daily clean up of the Licensed Premises and the immediate vicinity thereof, including outside the Facilities and inside the Facility attributable to the Licensee's operations. Licensee shall be responsible to maintain and to repair any damage to the Licensed Premises and to the area of the Facilities in the immediate vicinity of the Licensed Premises.

31. Limited Exclusion. The license granted hereunder is limited in exclusion in that it shall provide the licensee with the sole right to sell coffee, hot and cold beverages of a non-alcoholic nature and pastries in the Metra Station during the term of the license granted hereunder. All rights, however, are reserved to the Licensor to enter into other licenses and allow other vendors to sell non-competing goods in the Metra Station.

32. Miscellaneous.

a. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.

b. The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

c. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall be brought in the Circuit Court of Lake County, Illinois.

d. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

e. This Agreement may be executed in any number of counterparts, and by the Village and Licensee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

f. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

g. Time is of the essence of this Agreement and every provision contained herein

h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

i. In the event of any conflict between the terms and conditions herein, and the terms and conditions of the Metra Agreements, the more stringent terms and conditions shall be controlling upon Licensee.

**[SIGNATURE PAGE FOLLOWS]**

Licensor:

Licensee:

Village of Antioch

By: \_\_\_\_\_  
Lawrence M. Hanson,  
Village President

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

Attest:  
\_\_\_\_\_  
Candi L. Rowe, Village Clerk

Attest  
:  
\_\_\_\_\_  
.. \_\_\_\_\_

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