

**LICENSE AGREEMENT BETWEEN THE VILLAGE OF SCHAUMBURG AND THE
TRICKSTER ART GALLERY D/B/A TRICKSTER CULTURAL CENTER FOR USE OF
190 S. ROSELLE ROAD (2023)**

THIS License Agreement, made this ____th day of _____, 2023, by and between the VILLAGE OF SCHAUMBURG, a municipal corporation (hereinafter referred to as the "Village") and Trickster Art Gallery, a 501(c) (3) corporation and not for profit corporation d/b/a as Trickster Cultural Center (hereinafter referred to as "Center");

WITNESSETH:

WHEREAS, the Village owns certain property located at 190 S. Roselle Road, within the corporate limits of the Village of Schaumburg ("Property"); and

WHEREAS, Property consists of approximately 78,448 square feet and contains a building of approximately 10,000 square feet and a parking lot; and

WHEREAS, the Center desires to utilize the Property for a cultural/arts museum/gallery facility ("Facility") as part of the corporate purpose of the Center; and

WHEREAS, the Village desires to license the use of the Property to the Center upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, IT IS AGREED by and between the parties as follows:

1. The license shall be for a period of 1 year and shall automatically renew annually upon the effective date unless written notice of intent not to renew is given by either party at least 180 days prior to termination. Said Property is to be used and occupied by the Center for the purposes of

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fulfilling the Center's mission which shall be open to the public in the manner agreed between the parties.

2. The consideration for said license agreement shall be One Dollar (\$1.00) per year. That said first payment shall be made upon execution of this agreement receipt of which is hereby acknowledged. Subsequent payment shall be due and payable annually thereafter.
3. This license agreement shall be effective from and after execution by both parties.
4. The Center agrees to pay all utilities and basic maintenance of the Facility. The Village shall supply, maintain, and repair all mechanical systems, electrical systems, elevators, security systems, pest control, wireless radio, and life safety components of the Facility. The Village is responsible for all capital expenditures of the Facility, defined as any repair or replacement over \$2,500 and which are related to a single repair or replacement of any building component or portion thereof. In the event the Center desires additional building improvements beyond repair or replacement, the Center shall be responsible for all costs, subject to approval by the Village.

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5. The Village shall maintain the exterior of the Property, including the landscaping, snow plowing and shoveling, and maintain the parking lot in a safe and attractive manner. The Center shall be responsible for routine maintenance and cleaning of the interior of the Property. The Center will also be responsible for routine policing and cleaning of the parking lot.
6. All improvements, additions and new construction of the Property shall conform to the applicable ordinances of the Village of Schaumburg.
7. The Center will be responsible for the care of the Property in a safe and usable manner, and shall comply with all applicable laws and regulations affecting use and occupancy of the Property. If any damage occurs to said Property as a result of the negligence of the Center, the Center shall reimburse the Village for all costs to repair said damage.
8. No modifications or physical alterations to the Property will be undertaken without the approval of the Village, and said work shall be made solely at the cost of the Center. The consent of the Village for such work will not be unreasonably withheld.
9. The Center is required to provide signage in compliance with Village codes and which clearly identifies the Property.

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The Village reserves the right to utilize the parking lot on Friday mornings from 5:30 AM until 2:00 PM for the purpose of the Farmer's Market or other similar event. The Center shall also permit the public to use the restrooms on the premises from 8:00 AM to 1:30 PM on the days of the Farmer's Market or other similar event. In the event that the Facility is not expected to be open or staffed on any day that the Farmer's Market or other similar event is scheduled, the Center shall provide notice to the Village at least 10 days in advance and permit the Village to provide attendants at the Facility to permit access to, and monitor the use of, the restrooms. The attendants will not permit the public to use any space of the Facility other than the restrooms and the immediate access to the restrooms.

10. As this is a non-exclusive use of the premises by the Center, the Facility shall be open to the public for a minimum of 30 hours a week, and also provide 5 hours a week of programming with the Schaumburg Park District and/or schools which serve residents of Schaumburg. The Village will provide a waiver of license fees for Business and Amusement licenses and Special Event permits for the term of the agreement. The Center shall be responsible for the security of the Property both during and after the Facility is open to the public.

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11. The Center shall indemnify and hold harmless the Village from all claims, actions, damages, or judgments arising out of the operation of the Facility by the Center except for claims or damages arising solely out of the negligence of the Village. Upon signing of the license agreement, the Center shall provide insurance in the following amount, to-wit:

\$1,000,000 for property damage;

\$1,000,000 for bodily injury liability per person; and

\$1,000,000 dollars per occurrence.

The Center shall name the Village as an additional insured, and shall provide the Village with a Certificate of Insurance evidencing such coverage. During the term of the license agreement, the Village shall also procure, pay for, and maintain fire and extended coverage insurance on said Property.

12. The Center shall maintain one staff person on the Property at all times when the Facility is open to the public. The Village shall have the right to enter upon the Property upon reasonable notice and at reasonable hours for the purpose of inspecting said Property for the purpose of compliance with the ordinances of the Village of Schaumburg and the terms of this agreement.

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13. The Village shall be in no way responsible for the security in the Facility or safety of any pieces of art or other objects displayed by the Center. The Center shall maintain insurance for the contents of the Facility in accordance with usual practices in the industry.

14. The Village or the Center may terminate this agreement upon giving the other party 180 days written notice of termination.

15. If the Center shall breach the terms of this agreement, it shall be given 30 days after written notice by the Village to remedy said breach. Upon failure to so remedy, the Center shall vacate the Property, and the Village shall have the right of re-entry and permanent possession of all improvements and appurtenances, together with its costs in obtaining re-entry.

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16. Any notices required under the provisions of this agreement shall be in writing and addressed to the respective parties at the addresses listed below:

If to the Village:

Village of Schaumburg
Village Manager's Office
101 Schaumburg Ct.
Schaumburg, IL 60193

Attention: Village Manager

If to the Center:

Trickster Art Center
190 S Roselle Road
Schaumburg, IL 60193

Attention: Executive Director

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VILLAGE OF SCHAUMBURG

BY: _____

VILLAGE MANAGER

ATTEST:

Village Clerk

TRICKSTER ART GALLERY dba

TRICKSTER CULTURAL CENTER

BY: _____

EXECUTIVE DIRECTOR

ATTEST OR WITNESS BY:
