

Resolution No. 04-18

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING A CONCESSION LICENSE
AGREEMENT
(CABOOSE CONCESSION STAND, DEPOT PARK)**

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, Duke's Blues N' BBQ an Illinois corporation, (the "Concessionaire") has approached the Village in regards to licensing the Village's caboose located at 112 Railroad Street in Depot Park (the "Caboose") for the purpose of operating a food concession stand therein; and,

WHEREAS, the Village desires to have the Caboose operated by the Concessionaire for the service of a high quality and creative menu as part of the downtown restaurant community; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to enter into an agreement with the Concessionaire for the operation of a concession stand out of the Caboose pursuant to the terms and conditions as set forth in the Concession License Agreement attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

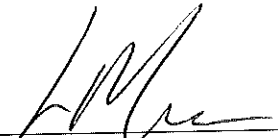
Section 1. That the Concession License Agreement, attached hereto and made a part hereof, is hereby approved in substantially the form attached, subject to changes which may be made by the Village Administrator and approved by the Village Attorney.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 5th day of Mar, 2018, pursuant to a roll call vote as follows:

AYES: Trustee Lynam, Selep, Hall, Mahony, And
President Miller
NAYS: ~~Trustee~~ Andresen
ABSTAIN: ~~Trustee~~ Andresen
ABSENT: Trustee Wood

APPROVED this 5th day of Mar, 2018



Village President

Attest: 
Village Clerk

CONCESSION LICENSE AGREEMENT

Caboose Concession Stand, Depot Park

This CONCESSION LICENSE AGREEMENT (the "License"), made and entered into this 5th day of March, 2018, by and between the Village of East Dundee, a municipal corporation, hereinafter referred to as "Village," and Duke's Blues N' BBQ, an Illinois corporation, hereinafter referred to as "Concessionaire."

WITNESSETH:

WHEREAS, the Village desires to have its caboose located at 112 Railroad Street in Depot Park operated by a concessionaire for service of a high quality and creative menu as part of the downtown restaurant community; and,

WHEREAS, the Village and the Concessionaire have reached an understanding concerning the operation of the caboose as a concession stand and agree as follows:

1. PURPOSE

It is the intent of this License to provide from the Village's caboose a food and beverage concession operation at the Depot Park. All food and commodities sold by Concessionaire shall be of the best quality, all service prompt and courteous, all personnel shall be clean and presentable and the facility, including all equipment, shall be kept in accordance with required health standards and the ordinances of the Village.

2. TERM

The term of this License shall be two (2) years commencing March 5, 2018 and terminating March 4, 2020. The term of this License may be extended for an additional two (2) years upon request by the Concessionaire and approval by the Village.

3. OPERATING SPECIFICATIONS

- A. The Concessionaire shall operate its business in the caboose concession stand at Depot Park generally located at 112 Railroad Street in the Village, and as more specifically described in this document (the "Premises").
- B. An inventory of Village-owned equipment in the concession stand will be made jointly by the Concessionaire and the Village. A listing of that beginning equipment and fixture inventory will be made an attachment to this License as Exhibit A. The Concessionaire is responsible for providing all other necessary equipment for its operation. The Concessionaire may have the necessary equipment for internet access installed at the Premises.

- C. The Village shall have the right at all times to inspect the Premises occupied by the Concessionaire in conducting its services and sales.
- D. The Concessionaire agrees at its sole cost and expense to complete day-to-day maintenance and repairs required for its operation and to keep the Premises in a clean, sanitary and safe condition. The Concessionaire shall keep the walls, fixtures, cooking areas and floors cleaned in accordance with the requirements of the Village and County Health Departments and ordinances of the Village. The Concessionaire shall obtain all health permits prior to operation and all Health Department reports shall be immediately transmitted to the Village Administrator of the Village for review. The Concessionaire shall furnish all cleaning supplies and materials needed to maintain the Premises in the above described manner.
- E. Any capital improvements done on or to the Premises or permanent fixtures added to the Premises costing over \$300 in value shall be approved by the Village Administrator prior to commencement.
- F. At the end of the License term and any extension thereof, the Village Administrator shall conduct an inspection of the Premises, and the Concessionaire shall be informed of the outcome of said inspection. The Concessionaire will deliver the Premises, and all Village owned equipment to the Village at the termination of this License in good condition and state of repair as when received except for ordinary wear and tear.
- G. The Concessionaire does not have exclusive rights to any concession operations within Depot Park.
- H. The Concessionaire shall at all times of operation, operate a first class, full service concession operation with adequate staff. During the term of this License, the Concessionaire shall conduct the concession operation per the hours of operation as listed in the Request for Proposal, Exhibit B attached hereto and made a part hereof by reference.
- I. The Village, at the determination of the Village Administrator, shall perform winterizing on the Premises such that the Premises will be inoperable during the winter months unless modifications are made to the Caboose to allow the Concessionaire to operate 12 months of year. Terms for converting the Caboose to allow for a 12 month facility will be negotiated following review of cost proposals received and there is a mutual agreement reached between the Concessionaire and the Village Administrator.
- J. The Concessionaire agrees to be responsible, at its sole cost, for all utilities and services required upon the Premises including, but not limited to, water, sewer, electric, gas, garbage removal, and internet services.

- K. All storage of material and equipment shall be within the Premises or as approved by the Village Administrator.
- L. The Premises shall not be subject to the Code of Ordinances of the Village of East Dundee related to signage, however, no display signs, menus or advertising materials of any kind shall be used or placed on the exterior of the building except with prior written approval of the Village Administrator.
- M. The Concessionaire agrees to open the concession stand, upon request by the Village, for special functions or events at Depot Park. The Village agrees not to have an out-of-town BBQ vendor at Village sponsored events.
- N. The Concessionaire will be allowed to use discretion regarding closing during periods of non activity with approval from the Village Administrator or his or her designee.
- O. The Concessionaire agrees that the Caboose is in satisfactory condition subject only to any written memorandum executed by the Concessionaire and the Village.
- P. The Village is responsible for grass mowing and trimming along with snowplowing, if necessary, upon the Premises.

4. PAYMENTS AND OTHER REPORTS TO THE VILLAGE

- A. The Concessionaire agrees to pay to the Village without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum rent, as follows:
 - (1) Five percent of gross sales (5%) per month during the first year of the initial two (2) year term and five percent of gross sales (5%) per month during second year of the initial two (2) year term.
 - (2) In the event that Concessionaire requests and the Village approves an additional two year term as provided in Paragraph 2 hereof, the rent for that subsequent two year term will be determined by both the Village and the Concessionaire. In the event that the Village and Concessionaire cannot reach an agreement regarding rent for a subsequent two year term, this License shall terminate.
 - (3) The Concessionaire shall send the Village a printout of the previous month's sales from its point of sale system along with rent payment by the 10th of each month. There is a \$50.00 penalty per month after the 10th day for sales from the previous month and it is a violation of this license and if 30 days in default, this license is null and void.

- B. The Concessionaire shall be required to provide the Village with a security deposit of five hundred dollars (\$500.00) and shall be responsible for any damage to the Premises at the termination of this License. At the termination of this License, the Village shall return to Concessionaire any remaining balance of the security deposit provided that Concessionaire returns the Premises to the Village in as good a condition and state of repair as when received, ordinary wear and tear excepted.
- C. The Concessionaire shall provide to the Village, prior to the start of the License term, confirmation of insurance coverage described in paragraph 5 below for the Premises and the operations of the business for the entire term, with the Village named as additional insured on all policies.
- D. Concessionaire shall pay all taxes, except real estate taxes, levied or assessed against the Caboose or this License.

5. INSURANCE REQUIREMENTS

- A. Prior to the beginning of the initial term, Concessionaire shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Concessionaire or its employees. Such insurance shall not be less than coverages and limits of liability specified in the attached Exhibit C or coverages and limits required by law unless otherwise agreed to by the Village.
- B. All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than fifteen (15) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Concessionaire of any deficiencies in such documents, and receipt thereof shall not relieve the Concessionaire from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- C. The Concessionaire shall indemnify and hold the Village, its officers, employees and agents, and each of them harmless for any and all losses or damages to equipment and supplies furnished by the operator that occur as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the Village for reasons associated with the concession operation providing a fully indemnity to the Village on all claims. The Concessionaire shall agree, in writing, not hold the Village or any of its employees responsible in the event of injuries to

persons who operate the concession stand and shall indemnify and release the Village from any and all claims.

6. SUBLETTING OF LICENSE

This License shall be not assigned or any part sub-contracted without approval by the Village Board. In no case shall such consent relieve the Concessionaire from their obligation or change the terms of this License.

7. TERMINATION OF LICENSE

The Village reserves the right to terminate the whole or any part of this License upon thirty (30) days written notice to the Concessionaire or immediately upon default by the Concessionaire. Default is defined as failure of the Concessionaire to perform any of the provisions of this License or failure to make sufficient progress so as to endanger performance of this License in accordance with its terms.

8. TAXES, LICENSES & PERMITS

The Concessionaire shall pay all sales, and other taxes that are lawfully assessed against the Village or the Concessionaire in connection with the Concessionaire's facilities and the work included in this License, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Concessionaire shall furnish to the Village satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this License.

9. STATUS OF CONCESSIONAIRE

The parties agree that neither Concessionaire nor Concessionaire's employees are employees of the Village.

10. RELEASE

Village assumes no responsibility for the loss or damage of Concessionaire's property or improvements placed on or in the Premises and Concessionaire hereby expressly releases and discharges Lessor from any and all liability for loss to such property or improvements. Village shall not be liable for any financial loss incurred by Concessionaire due to unforeseen or uncontrollable events which cause failure of any or all of the facilities to operate during the term hereof.

11. NOTICES

Any notices concerning this License may be given, and all notices required by this License or concerning performance under this License shall be given in writing and shall

be personally delivered, faxed or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.

To the Village:
Jennifer Johnsen
Village Administrator
120 Barrington Avenue
East Dundee, IL 60118
FAX: 847-426-2956

With a copy to:
Gregory T. Smith
Klein, Thorpe & Jenkins, LTD.
200 N. Wacker Drive, Suite 1660
Chicago, IL 60606
FAX: 312-984-6444

To Concessionaire:
Duke's Blues N'BBQ
c/o Terrance D. Seward and Rhiannon Seward
338 Evergreen Circle
Gilberts, IL 60136
FAX: _____

11. CONCESSIONAIRE CERTIFICATIONS

A. Concessionaire certifies that it is not barred from contracting with the Village as a result of a violation of either Paragraph 33E-3 or 33E-4 of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and

C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and

D. Complies with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e

12. COMPLIANCE WITH LAWS

All work under this License shall be executed in accordance with all applicable federal, State, and Village laws, ordinances, rules and regulations which may in any manner affect the performance of this License.


IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by the parsons duly authorized thereto the day and year first hereinabove written.

The Village of East Dundee:



Village President

Attest:



Village Clerk

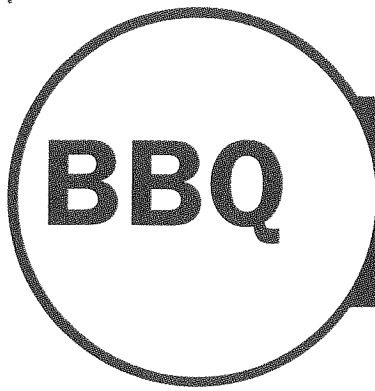
Concessionaire:
Duke's Blues N' BBQ



By: Its President

EXHIBIT A
EQUIPMENT INVENTORY

EXHIBIT B
REQUEST FOR PROPOSALS CABOOSE CONCESSION STAND



DUKE'S BLUES N' BBQ

TERRANCE DUKE SEWARD | RHIANNON SEWARD, PSY.D.
DUKES-BLUES-N-BBQ.COM

CONTACT

338 Evergreen Circle,
Gilberts, IL 60136
<http://dukes-blues-n-bbq.com/>
224.587.2677

**ATTN: BRAD MITCHELL • ASSISTANT VILLAGE ADMINISTRATOR • VILLAGE
OF EAST DUNDEE • 120 BARRINGTON AVENUE, EAST DUNDEE, IL 60118**

December 18th, 2017

Dear Brad Mitchell and the Village of East Dundee,

Duke's Blues n BBQ is a small, local business, built on hard work and dedication to our community. The restaurant features a full menu of moderately priced, "comfort" food influenced by southern cooking traditions, but based upon time honored recipes passed down by each generation in the Stroud family.

It is with our greatest pleasure and gratitude that we submit this letter, indicating our interest in being selected as the operator of the Caboose in East Dundee. The town of East Dundee is very near and dear to our hearts, and we hope our business can add to the town's rich history of local businesses and friendly connections. The following pages will serve as our proposal for the Caboose and will include our Business plan, Qualifications, and References.

Sincerely,

Terrance "Duke" Seward and Rhiannon Seward, Psy.D.

Business Plan

- a.) The proposed name of the caboose is Duke's Blues N BBQ. Duke's Blues N BBQ is owned and operated by Dukes Blues N BBQ LLC, an Illinois limited liability corporation managed by Terrance D. Seward and Rhiannon Seward. Duke's Blues N BBQ's history includes participating in the weekly 2016 Farmer's Market, 2017 Dundee Depot Market, Dickens in Dundee Parade, Autumn Drive, Heritage Festival, McHenry Blues Brews and BBQ Festival, Cornfest, Memphis in May, Wine Down Wednesdays, Thirsty Thursdays, St. Patrick's Day celebration, pop-ups at local breweries and several years dedicated to catering. Furthermore, Dukes Blues N BBQ strives to help the community through local and nationwide charity events including Autism Speaks, St. Jude, Shop with a Cop, Inspiration, Food for Greater Elgin, and our upcoming Holiday Dinner for the community on December 23rd. Dukes Blues N BBQ's concept is built upon the success stories of Dundee's many casual dining and restaurant venues.

Dukes Blues N BBQ will provide accessible and affordable high quality food to the thousands of residents and hotel visitors located within a 15-mile radius. In time, Dukes Blues N BBQ will establish itself as a "destination" of choice to the many residents of the greater Chicagoland metropolitan area, as well as numerous out-of-town visitors. The establishment will provide a "complete, high-quality" evening experience for those searching for something that is rapidly becoming popular among Dundee diners. Not only will patrons be able to dine on "comfort" food based Southern cuisine and hospitality, they will do so in a facility containing ample patio space for a favorite pastime of Dundee residents. Patrons will also have the option of enjoying desserts and craft beers that pair nicely with our BBQ recipes.

- b.) The owners and operating managers of the Caboose will include both Terrance D. Seward (224.587.2677) and Rhiannon Seward (847.361.6239). In terms of the staffing schedule, the Caboose will always be operated by one owner/manager and one employee.
- c.) The proposed menu includes the following:

Main Dishes:

a. Pulled Pork Sandwiches with a side of coleslaw	\$8
b. Pulled Beef Sandwiches with a side of coleslaw	\$8
c. Pulled Chicken Sandwiches with a side of coleslaw	\$8
d. ½ slab of Ribs with a side of coleslaw	\$12
e. Full Slab of Ribs	\$23
f. Mississippi Smoke Sausage	\$4
g. Rib Tips with a side of coleslaw	\$8.75
h. <i>Brisket Tacos</i> (Weekends Only)	\$8
i. <i>Burnt Ends</i> (Weekends Only)	\$8.50

Premium Sides:

a. Baked Beans	\$3.50
b. Mac n Cheese	\$3.50
c. Fresh Cut French Fries	\$2.00
d. Buttermilk Cornbread	\$1.00
e. Collard Greens with Smoked Turkey	\$4.00

Breakfast Menu

a. Biscuits and Gravy	\$6
b. Breakfast Sandwiches	\$5

d.) We propose that the Caboose will be operated from April 1st through October 31st. It is our understanding that the Village is responsible for the winterization of the Caboose during freezing temperatures, however, we want to propose that Lantz Rakow from D & H Energy Management complete the winterization so that our business can operate the Caboose for the entire 12 months of the year. In terms of hours of operation, we will open the Caboose from Tuesday through Sunday. During weekdays (Tuesday-Friday), we will open from 11am-7pm, on Saturday and Sundays, we will open at 9 am (breakfast foods) to 7pm. In addition, we plan to open the Caboose on Friday/Saturday, from 9pm to midnight.

e.) Proposed rental payments:

Gross Profit is broken down per day, and then calculated for month and year gross sales:

Monday:	Closed
Tuesday:	\$350
Wednesday:	\$350
Thursday:	\$350
Friday:	\$600
Saturday:	\$600
Sunday:	\$350

Total: \$2600 x 10% (Township of Dundee) =	\$260 per week paid to East Dundee
	\$1, 040 per month
	\$12, 480 per year

f.) Our marketing plan includes Duke's Blues N BBQ website (<http://dukes-blues-n-bbq.com/>). Furthermore, marketing will also include social media applications including Facebook, Instagram, and Twitter. Our marketing will also rely on local newspapers. In addition, Dukes Blues N BBQ plans on participating in local festivals (i.e. Founders Day, Rib Festivals) in order to create more exposure for our business and increase marketing by word of mouth.

- g.) Plans for security when the Caboose is not in operation include security cameras on the property to monitor activity. Security alarms on the doors will also trigger the assistance of local police. Furthermore, all equipment (i.e. smoker, grill, etc.) will be locked in a designated area on the property.

Qualifications and Past Experience

- a.) Terrance. D. Seward has been catering BBQ food since 2014 for local businesses and private parties. As owner of the business, he has worked hard to serve his food for East Dundee during the 2016 Farmers Market and 2017 Dundee Depot Market. He has participated as chef and owner during the 2016 monthly activities of Wine Down Wednesdays and Thirsty Thursdays. He also operated his own booth, serving patrons during the Heritage Festival in East Dundee in 2016. During the 2017 season, Dukes Blues n BBQ has served at Heritage Fest, Autumn Drive, Career Night at Carpentersville Middle School, Cornfest, McHenry Blues Brews and BBQ, Civil War Reenactment, Elgin's Heart and Soul on the Fox, Food Truck Festival at Grand Victoria Casino, Elgin Citywide Block Party: National Night Out, Rock the Fox Festival, Ocktoberfest at Crystal Lake Brewery, and created pop-ups at local breweries (i.e. Crystal Lake Brewery, Scorched Earth Brewing, Global Brew Tap House, and Plank Road Tap House).
- b.) Rhiannon C. Seward has 9 years of serving experience in the restaurant industry including Bennigans, Hennessey's in La Jolla, CA., and the Ram Restaurant and Brewery in Schaumburg.

References

- 1.) Kevin Coakley, 815.766.0456
CFO for Parkland Preparatory Academy
- 2.) Jim Holinka, 312.601.9281
Vice President of AmWINS
- 3.) Lantz and Marianne Rakow, 847.515.1760
Owners of D & H Energy Management, LLC

Our mission is simple. We hope to provide a welcoming and casual dining experience for the many Dundeeans and visitors who frequent the city's casual dining spots and entertainment venues. It will be an affordable venture for patrons, one that will encourage them to return on many occasions. The menu will feature hearty fare of the type that is frequently out of the reach of the typical young professional...out of reach because time frequently prevents her/him from

cooking hearty meals like those featured on our menu. Finally, and quite significantly, Duke's Blues N BBQ aspires to continue to grow in their rich family tradition of making good food and sharing with good friends.

Sincerely,

Terrance "Duke" Seward & Rhiannon Seward, Psy.D.

EXHIBIT C

VILLAGE OF EAST DUNDEE, ILLINOIS INSURANCE REQUIREMENTS

Concessionaire shall procure and maintain, for the duration of the License, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Concessionaire, his agents, representatives, or employees.

1. **MINIMUM SCOPE OF INSURANCE** Coverage shall be at least as broad as:
 - A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the Village named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
 - C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
 - D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.
2. **MINIMUM LIMITS OF INSURANCE** Concessionaire shall maintain limits no less than if required under above scope:
 - A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, and volunteers; or the Concessionaire shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

- A. **General Liability and Automobile Liability Coverages**
 1. The Village, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Concessionaire's work, including activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, leased, or used by the Concessionaire; or automobiles owned, leased, hired, or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.
 2. The Concessionaire's insurance coverage shall be primary as respects the Village, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of Concessionaire's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
 4. The Concessionaire's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Concessionaire shall be required to name the Village, its officials, agents, employees, and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

5. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. **VERIFICATION OF COVERAGE**

Concessionaire shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

7. **ASSUMPTION OF LIABILITY**

The Concessionaire assumes liability for all injury to or death of any person or persons including employees of the Concessionaire, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this License.

8. **INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Concessionaire hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the Village, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Concessionaire or its employees, or which may anywise result therefore, except that arising out of the sole legal cause of the Village, its agents, or employees, the Concessionaire shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents, and employees, in any such action, the Concessionaire shall, at its own expense, satisfy and discharge the same.

Concessionaire expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Concessionaire, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Village, its officials, agents, and employees as herein provided.

9. **ADDITIONAL INSURED ENDORSEMENT**

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the Village, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a Concessionaire it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Concessionaires work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Concessionaire and the Additional Insured.