

**FRANKFORT SQUARE PARK DISTRICT
RESTAURANT SERVICES AGREEMENT**

WITNESS this Agreement, made this _____ day of _____, 2022, between FRANKFORT SQUARE PARK DISTRICT (“DISTRICT”) and Jimboos, Ltd. d/b/a Jimbooo’s Italian Beef, an Illinois corporation (“LICENSEE”).

For and in consideration of the cross promises herein set forth, and other valuable considerations, the parties hereto agree as follows:

1. License to Operate Restaurant

- (a) DISTRICT hereby grants to LICENSEE a license to operate the restaurant owned by DISTRICT at Square Links Golf Course Area, 7861 W. St. Francis Road Frankfort, IL, for ten (10) one year terms commencing April 1, and ending March 30 of each year. This license may renew for successive one year terms if the parties exchange written confirmation no later than sixty (60) days prior the expiration of the then current term.
- (b) “Operate the restaurant,” as used herein, shall pertain to the sale of merchandise, food and non-alcoholic beverages, approved as to general description from time to time in writing by DISTRICT, in compliance with all applicable laws, including but not limited to food safety, sanitation, utility and health and safety laws and regulations.
- (c) LICENSEE shall agree to inform the DISTRICT about its hours and days of operation as mutually agreed by the Parties.
- (d) LICENSEE shall be responsible for providing, at its own cost, all supplies, staff, and supervision needed to operate the restaurant, as defined in this

Agreement. Licensee shall pay promptly all bills arising from the operation of the restaurant, not including utilities.

- (e) DISTRICT will operate a bar in the same building and adjacent to the restaurant. Licensee shall not sell or serve alcoholic beverages.
- (f) LICENSEE shall pay all income, sales, and other taxes levied against the operation of the restaurant.
- (g) DISTRICT shall permit LICENSEE to use DISTRICT-owned restaurant equipment that is listed on attached Exhibit A. LICENSEE shall be responsible for any damage to said equipment caused by LICENSEE, with the exception of normal wear and tear.
- (h) DISTRICT shall provide to LICENSEE access to telephone and voice message system. LICENSEE shall not have access to DISTRICT computer hardware or software.

2. Remuneration.

- (a) LICENSEE shall pay to the DISTRICT a monthly fee of \$350 in 2022, and said monthly fee shall increase by \$100 on each anniversary of the date of this Agreement for ten (10) years, pending execution of annual licenses, as mutually agreed by the Parties.
- (b) In the event that LICENSEE fails or refuses to promptly pay, by the 10th day of each month, the license remuneration fee required by paragraph (a), the DISTRICT may terminate this Agreement and/or enforce any other remedy available at law or in equity including, but not limited to, a

monthly late payment fee of \$50.00 per month.

3. Records and Audits.

- (a) LICENSEE shall keep complete records of its operation in accordance with applicable laws and satisfactory to DISTRICT. This obligation may be satisfied by providing copies of Illinois Department of Revenue Sales and Use Tax Return, filed monthly by said LICENSEE. If, for any reason, LICENSEE is not required to report gross sales to the Illinois Department of Revenue, then LICENSEE shall submit to DISTRICT evidence of its exemption from that reporting requirement and may submit daily sales reports and cash register receipts for the preceding month in lieu of the Department of Revenue report.
- (b) DISTRICT shall at all times have the right to examine all books and records of the LICENSEE relative to all aspects of its operations under this Agreement.

4. Independent Contractor. LICENSEE shall not be deemed an employee of the DISTRICT but, on the contrary, shall operate solely as an independent contractor who shall be solely responsible for the operation of the restaurant and its staff, agents and employees under the terms of this Agreement.

5. Insurance. LICENSEE shall, commencing on the first day of the term of this Agreement, and thereafter continually during the term of this Agreement, keep in full force and affect the following insurance policies:

- (a) Comprehensive general liability insurance providing insurance coverage

for a minimum amount of \$1,000,000 combined single limit for bodily injury liability and property damage liability insurance coverage covering the premises and products sold, against any and all claims and losses arising out of its operations under this Agreement and its occupancy of the said restaurant. The DISTRICT shall be included as an insured under the CGL, using ISO additional insured endorsement CG 10 20 and under the commercial umbrella, if any.

- (b) Worker's compensation insurance in the amounts required by Illinois statute, or a personal undertaking in a form to be approved by the DISTRICT's counsel that effectively protects and indemnifies the DISTRICT from any Worker's Compensation claim brought by LICENSEE or any of its staff, agents or employees. Such personal undertaking shall be supported by proof of financial capability to satisfy any such claim against the DISTRICT and the judgment of the DISTRICT as to its adequacy shall be determinative.
- (c) The above insurance policies shall show DISTRICT and its Board of Park Commissioners (as an entity and the individual members thereof) and DISTRICT officials and employees and named insured as their interests may appear. All such insurance shall be written by companies authorized to do business in the State of Illinois and shall be subject to approval by DISTRICT. LICENSEE shall furnish DISTRICT with copies of certificates and endorsements evidencing such insurance policies and all such policies shall provide for non-cancellation without 30 days prior written notice to DISTRICT. All such insurance maintained by LICENSEE shall be primary and insurance or self-insurance maintained by DISTRICT shall not contribute to it.
- (d) At least thirty (30) days prior to the commencement of the term of this Agreement, LICENSEE shall provide DISTRICT with a certificate of insurance evidencing insurance coverage as outlined in this Section.

6. Indemnification. To the fullest extent allowed by law, LICENSEE hereby indemnifies and holds the DISTRICT, its officers, employees, agents and volunteers, harmless from and against any and all losses, claims, or suits, including costs and reasonable attorneys' fees, for or on account of injury or death of persons, damage to or destruction of property owned by either the DISTRICT

or third parties, occurring by reason of any act or neglect of LICENSEE, its employees, agents, contractors and any subcontractor, or any other party acting at the direction of LICENSEE, in any way connected with LICENSEE's operation of restaurant under this Agreement. LICENSEE expressly understands and agrees that any insurance policy obtained pursuant to this Agreement shall not limit LICENSEE's responsibility to indemnify, defend and hold harmless the DISTRICT and its personnel.

7. Agents and Employees of Licensee. LICENSEE shall be exclusively responsible for directing, supervising, disciplining or otherwise dealing with any personnel engaged by LICENSEE. LICENSEE shall not knowingly assign to work at the restaurant any person who has been convicted of any of the offenses enumerated in Section 8-23 of the Illinois Park District Code (70 ILCS 1205/8-23). DISTRICT shall have the right, but not the duty, to request that LICENSEE remove from, or not assign an employee to, the restaurant, based on customer complaints or for any other reason the Park District, in its sole discretion, deems necessary.
8. Quality of Product. It is the policy of DISTRICT that such restaurant operations will be of high quality. DISTRICT shall have the right to reasonably reject the quality of service and/or consumable product offered to the public by LICENSEE and require that unacceptable practices be discontinued or remedied.
9. Care of Environment or Premises.
 - (a.) LICENSEE agrees to maintain the restaurant area and to keep said areas

and all fixtures, equipment, machinery, and other personal property located thereon and therein clean, orderly and sanitary at all times and in strict accordance with all applicable Federal, State, County, municipal and DISTRICT laws, ordinances, rules and regulations. The LICENSEE hereby agrees to maintain the facility to comply with all applicable County Health Department codes and regulations. LICENSEE shall not redecorate, change or alter the facility, nor shall LICENSEE display any signs or advertising on or within the facility without the prior consent of DISTRICT.

- (b.) LICENSEE acknowledges that no agreement or promise to alter, repair or improve the restaurant, or Licensed Space other than as expressly contained in this Agreement, has been made by DISTRICT; and agrees to return to DISTRICT the Building and, Licensed Space in a condition as good or better as when first used by LICENSEE, reasonable wear and tear excepted. DISTRICT shall provide at its sole cost all utilities for the restaurant, including water, electricity, gas, and shall be solely responsible for disposal of all refuse, including scavenger services.
- (c.) DISTRICT employees shall provide clean up of the grounds areas. LICENSEE shall provide all janitorial supplies and services required to properly clean and operate the Licensed Space and the equipment and furnishings. LICENSEE shall be responsible for sanitation of garbage containers and the garbage storage areas of the Licensed Space.

LICENSEE shall provide for hauling the garbage and refuse from the Licensed Space.

- (d.) LICENSEE shall permit inspection of the Licensed Space by authorized representatives of State, County or local departments of public health or other agency exercising similar jurisdiction; shall promptly and fully comply with any recommendations or requirements of same; and shall be solely responsible for any fines or citations issued in connection therewith.
- (e.) LICENSEE agrees to assume total responsibility for all equipment and supplies in the facility during the period of this Agreement. LICENSEE shall not perform any repairs (other than to its own personal property) or make any installations or alterations without notification to and prior written permission from DISTRICT. Any equipment installation by LICENSEE shall be in accordance with applicable building codes and health ordinances and any conditions imposed by DISTRICT. Any remodeling or repairs required as the result of the installation or removal of any equipment shall be completed at LICENSEE'S sole cost and expense to the satisfaction of DISTRICT. All improvements, fixtures and personal property located in, on or affixed to the Licensed Space prior to LICENSEE'S first entrance therein, is and shall remain the property of the DISTRICT. Alterations, improvements and fixtures made or installed by LICENSEE shall become the property of the DISTRICT at the end of the License Term, unless the DISTRICT requires LICENSEE to remove

same. LICENSEE shall be responsible for and shall pay to DISTRICT promptly upon demand, the full cost of any restoration or repair to the Licensed Space, which results from the removal of such alterations, improvements and/or fixtures.

10. Access to Licensed Premises. LICENSEE's employees and agents shall only be entitled to enter upon and remain in the restaurant during times which LICENSEE is providing services and for a reasonable time prior to and subsequent to such times, and only for the purpose of exercising, during such events, the rights and privileges of operating such restaurant. Nothing herein contained shall be held to limit or qualify the right of DISTRICT to a free and unobstructed use, occupation and control of the restaurant and ingress and egress for itself and its representatives for and on behalf of the public. LICENSEE, not DISTRICT, is responsible for any loss or damage to any personal property of LICENSEE, and its agents, during the term of license. Should licensee fail to remove or dispose of its personal property within 5 business days of the expiration or termination of this license the DISTRICT may consider the property abandoned and may claim proper title to it or dispose of it at LICENSEE's expense. At the expiration or termination of this license, LICENSEE shall surrender the premises and the equipment and personal property to which the DISTRICT holds title in as good or better condition as when accepted by LICENSEE, reasonable wear and tear excepted.
11. Non-Assignability. LICENSEE shall not assign this Agreement or transfer,

convey or otherwise dispose of any part therein or its right, title or interest therein or its power to execute the same, to any other person, company or corporation without the previous written consent of DISTRICT, which consent the DISTRICT may grant or withhold in its sole discretion.

12. Rights of Termination. LICENSEE acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or a lease. The DISTRICT shall have the right to immediately close down any operation it determines to present a threat of harm or injury to the general public. In no event shall DISTRICT be liable for any indirect, consequential, incidental or like expectancy damages arising out of the Agreement.
13. Freedom of Information Act. LICENSEE agrees to maintain all records and documents related to this License in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, LICENSEE shall produce records which are responsive to a request received by DISTRICT under the Freedom of Information Act so that DISTRICT may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then LICENSEE shall so notify DISTRICT and, if possible, DISTRICT shall request an extension so as to comply with the Act. In the event that DISTRICT is found to have not complied with the Freedom of Information Act due to LICENSEE failure to produce documents or otherwise appropriately respond to a request under the Act, then LICENSEE shall indemnify and hold DISTRICT harmless, and pay all amounts determined to be due

including but not limited to fines, costs, attorney's fees and penalties.

14. Real Estate Taxes. On the date of this License, DISTRICT is exempt from real estate and other taxes by virtue of its status as a unit of local government. DISTRICT and LICENSEE intend this contractual agreement to be a license which will not subject LICENSEE to real estate taxes. DISTRICT does not intend to report the existence of this License to any County officials because the agreement is not a lease and DISTRICT believes that this transaction creates no event which will result in a real estate tax liability. In the event that, in spite of the efforts of LICENSEE and DISTRICT, it should be determined that the arrangement between the parties results in the obligation to pay real estate taxes regarding the rights transferred to LICENSEE, the payment of any such taxes shall be the responsibility of LICENSEE. Provided, however, that, at its own expense, LICENSEE may contest such tax obligation.
15. Notices. All notices hereunder shall be in writing. Such notices may be by personal delivery or by U.S. mail delivery. Personal delivery to DISTRICT shall be to the President/Secretary of the Park Board or its Administrator. Personal delivery to LICENSEE shall be made to James Lungaro, President. Mail delivery to DISTRICT shall be made by U.S. certified mail addressed to DISTRICT's Administrative Office, 7540 W. Braemar Lane, Frankfort, Illinois, 60423. Mail delivery to LICENSEE shall be made to the following address: 106 E. Margaret Street, Thornton, Illinois, 60476. Delivery of mail notice shall be deemed to have been received by the person to whom it is addressed, as above stated, on the

second day after the date of the mailing of any such notice.

16. Choice of Law/Venue. All questions concerning the validity, interpretation, or effect of the terms of this Agreement shall be governed under Illinois law and shall be decided by a court of competent jurisdiction in Will County, Illinois.
17. Costs. In any action to enforce its rights under this Agreement, the DISTRICT shall be entitled to recover its costs, including reasonable attorneys' fees, as part of any judgment rendered against LICENSEE.
18. Food Permit
 - (a) LICENSEE hereby agrees to hold a valid permit to operate a food service establishment issued by the Will County Health Department for the duration of the AGREEMENT. Any failure by LICENSEE to hold and maintain a valid food service permit shall be considered a material breach of this Agreement and give the DISTRICT the right to terminate this Agreement.
 - (b) LICENSEE agrees to reimburse the DISTRICT for all food permit application fees incurred by the DISTRICT for said permit for the facility, if any.
19. Amendments. This Agreement shall be amended only in a writing duly executed by all the parties to the Agreement.
20. Entire Agreement. This Agreement is intended by the parties as the final and

binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supercedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of the Agreement.

**FRANKFORT SQUARE PARK DISTRICT
(DISTRICT)**

**JIMBOOO'S ITALIAN BEEF
(LICENSEE)**

By: _____

By: _____

Attest: _____

Attest: _____

(Seal)

(Seal) (If Corporation)