

AGREEMENT FOR INSTALLATION OF LIGHTING FIXTURES ON PRIVATE PROPERTY

THIS AGREEMENT (“Agreement”) is made on _____, 2024, between the Village of Homewood (“Village”), an Illinois municipal corporation located at 2020 Chestnut Road, Homewood, Illinois, and HCF Homewood, LLC (“Owner”), the owner of the property located at 2033 Ridge Road, Homewood, Illinois (“Property”).

WHEREAS, the Village desires to improve public safety and enhance visibility by installing lighting fixtures to illuminate a public walkway adjacent to the Property; and

WHEREAS, the Owner consents to the installation, maintenance, and operation of such lighting fixtures on the Property by the Village under the terms set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Grant of Access and Use

1.1 The Owner grants the Village a non-exclusive license and permission to enter upon and use portions of the Property to install, maintain and operate lighting fixtures (“Fixtures”) intended to illuminate the public walkway on the west side of the Property.

1.2 The specific location for the installation of the Fixtures shall be agreed upon by the parties and shall be described in Exhibit A attached.

1.3 The Owners have agreed to cover electricity costs associated with the operation of the fixtures and supporting equipment.

2. Installation and Maintenance

2.1 The Village shall, at its sole expense, install the Fixtures in accordance with applicable building codes, electrical standards, and all other relevant regulations.

2.2 The Village shall be responsible for the ongoing maintenance, repair, and replacement of the Fixtures during the term of this Agreement.

2.3 The Village shall ensure that the installation and maintenance work minimizes disruption to the Owner’s use of the Property.

3. Term and Termination

3.1 The term of this Agreement shall begin on the date of execution and continue in perpetuity unless sooner terminated in accordance with this Agreement.

3.2 Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party. In the event of termination, the Village shall remove the Fixtures at its expense and restore the Property to its pre-installation condition, reasonable wear and tear excepted. Notwithstanding the foregoing, the Owner agrees that it shall not terminate this Agreement, except for cause, within ten years after the date of execution.

4. Indemnification

4.1 The Village agrees to indemnify, defend, and hold harmless the Owner from and against any and all claims, damages, liabilities, or losses arising out of the installation, maintenance, or operation of the Fixtures, except for damages or claims caused by the Owner's negligence or intentional misconduct.

4.2 The Owner agrees to indemnify, defend, and hold harmless the Village from and against any and all claims arising out of the Owner's use or misuse of the Property unless such claims result from the Village's willful and wanton conduct.

5. Insurance

5.1 The Village shall maintain general liability insurance in an amount not less than \$[amount] per occurrence to cover its obligations under this Agreement. The Village shall provide proof of this insurance to the Owner upon request.

5.2 The Owner shall maintain property insurance for the Property, including coverage for any incidental damage to the Property that may result from the installation, maintenance, or operation of the Fixtures.

6. Ownership of Fixtures

6.1 The Village shall retain ownership of the Fixtures during and after the term of this Agreement. The Owner shall have no right, title, or interest in the Fixtures.

6.2 Upon termination of this Agreement, the Village shall remove the Fixtures unless otherwise agreed in writing by the parties.

7. Miscellaneous Provisions

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7.2 Entire Agreement: This Agreement represents the entire understanding of the parties regarding the subject matter herein and may not be changed except by a written instrument signed by both parties.

7.3 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.4 Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the Village and the Owner and their respective successors and assigns.

7.5 Notices: All notices and requests required under this Agreement shall be sent by personal delivery or Certified Mail as follows:

To the Village:

Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

To the Owner(s):

Tim Flanagan
11001 W. McCarthy Road
Palos Park, IL 60464

With Copy to:

Christopher J. Cummings
Christopher J. Cummings, P.C.
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

With Copy to:

Robert Hansen
11001 W. McCarthy Road
Palos Park, IL 60464

or at such other addresses as the parties may indicate in writing to the other either by personal delivery or by Certified Mail, return receipt requested, with proof of delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Village of Homewood

By: _____

Richard A. Hofeld
Village President

Date: _____

The Hartford

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

(Description of the Property and Location of the Fixtures)