RENEWAL CONTRAT FOR TOW SERVICES

THIS RENEWAL CONTRACT FOR TOW SERVICES ("Renewal") is dated this ____ day of February, 2021 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois Municipal Corporation ("Village"), and TILFORD'S AUTO AND TRUCK SERVICE CENTER, a Sole Proprietorship ("Towing Company") and effectuates a renewal of an agreement between the Village and Towing Company dated February 19, 2020 ("Agreement"). The Village and Towing Company are at times referred to collectively herein as the "Parties".

RECITALS:

WHEREAS, the Village and Towing Company previously entered into the Agreement pursuant to which the Towing Company provided towing services to the Village; and

WHEREAS, Section 3 of the Agreement provides that the Parties may renew the Agreement for an additional one (1) year term upon the mutual consent of both parties with such consent being stated in writing; and

WHEREAS, pursuant to Section 3 of the Agreement, the Parties now desire to renew the Agreement for said one (1) year term on the same terms and conditions as set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-recitals are incorporated herein and made a part hereof.

2. The Agreement is hereby renewed for an additional one (1) year term i.e. from February 19, 2021 to February 19, 2022.

3. Such renewal shall be on the same terms and conditions as set forth in the Agreement, except as modified herein.

4. Towing Company shall provide Village with an updated certificate of insurance evidencing the required insurance coverages, as set forth in this Agreement, for the term of this Renewal.

5. To the extent that any provision of this Renewal conflicts with any term or condition set forth in the Agreement the provision of this Renewal shall supersede and control to the extent of such conflict. All other provisions of the Agreement not in conflict with this Renewal shall remain in full force and effect.

6. Except as otherwise provided for herein, this Renewal may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment,

modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signature of all of the Parties hereto.

7. This Renewal may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS RENEWAL, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AS OF THE DATE FIRST REFERENCED ABOVE AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

VILLAGE OF POPLAR GROVE	TILFORD'S AUTO AND TRUCK SERVICES
By: _____	By:_____
Owen Costanza, Village President	
ATTEST:	Its: _____
_____	
Karri Anderberg, Village Clerk	