

VILLAGE OF THORNTON

VILLAGE OF THORNTON AND BUD'S RC CLUB USE AGREEMENT

This Agreement dated this 1st day of April, 2024, by and between the VILLAGE OF THORNTON (hereinafter referred to as VILLAGE) and BUD'S RC CLUB, (hereinafter referred to as Bud's RC CLUB)

WHERE AS, the Village and Bud's RC Club entered into a Use Agreement on May 17, 2021;
and

WHERE AS, the parties wish to enter into a New Agreement.

In consideration of mutual benefits and obligations stated in this Agreement, the parties agree as follows:

SECTION ONE

GRANT OF USE

VILLAGE grants to BUD'S RC CLUB a license and right to use and occupy property of the Village of Thornton, commonly known as 217 North Williams Thornton, Illinois Pins 29-34-110-005-0000, 29-34-110-006-0000, 29-34-110-011-0000, 29-34-110-012-0000 and located on the northwest corner of the intersection of Harriet and the Railroad tracks (hereinafter referred to as "Premises") starting on April 1, 2024 and ending on April 30, 2025. Said use shall be for the construction and operation of a race track for radio-controlled cars. The site layout and use are attached and made part of this Agreement as Exhibit A. No sales or manufacturing shall occur or any use other than that previously specified shall occur.

SECTION TWO

EXPIRATION OR TERMINATION OF LICENSE

On the expiration or termination of this license, BUD'S RC CLUB must surrender to VILLAGE that portion of the Premises referred to in Section One which was the subject of this Agreement in the same condition as at the beginning of this Agreement. Upon written request of BUD'S RC CLUB, the VILLAGE may extend the term for a definite time upon the same terms. Either party may cancel immediately for cause or upon thirty (30) days without cause. Bud's RC CLUB understands that the VILLAGE is marketing the property to third parties for redevelopment purposes and this Agreement may be terminated.

SECTION THREE

PAYMENTS

The parties agree the annual usage fee shall be \$1.00 per year. BUD'S RC CLUB shall be responsible for the payment of any real estate taxes that may be imposed due to this Agreement.

SECTION FOUR

COMPLIANCE WITH RULES, REGULATIONS AND ORDINANCES

BUD'S RC CLUB will comply with all rules, regulations and ordinances of governmental authorities, including VILLAGE, having jurisdiction over the license as it relates to the Premises.

SECTION FIVE

INSURANCE

A. At all times during the term of BUD'S RC CLUB'S use of the premises, BUD'S RC CLUB, at its expense, will maintain comprehensive general public liability insurance against claims for personal injury, bodily injury, property damage, or death occurring in connection with the planned use of the buildings, with limits of liability not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate for all occurrences within each policy year.

B. In the event that BUDS RC CLUB has employees, at all times during the term of BUDS RC CLUB'S use of the premises, BUDS RC CLUB, at its expense, will maintain state workers' compensation insurance in statutorily-mandated limits, and employers' liability insurance with not less than Five Hundred Thousand Dollars (\$500,000.00) in the aggregate for all occurrences within each policy year.

C. The VILLAGE will be named as an additional insured on all such policies. Copies of the policies will be delivered to the VILLAGE within ten (10) days of the commencement of this Agreement.

D. With respect to the policies that BUD'S RC CLUB is required to procure and maintain, each such policy will contain an agreement or endorsement that will not be cancelled by the insurer without at least thirty (30) days prior written notice to the VILLAGE. Not less than ten (10) days prior to the expiration of such policy, BUD'S RC CLUB will furnish the VILLAGE with a new policy or certificate of renewal thereon in substitution of the expiring policy.

E. Further, BUD'S RC CLUB will not take any action or make any omission, whether upon the premises, or the VILLAGE, or otherwise, which would result in voiding the obligation of the insurer under such policy of insurance.

SECTION SIX

CONDITION AND UPKEEP

A. BUD'S RC CLUB will be responsible to maintain the premises and for any damage done to the premises, and will promptly reimburse the VILLAGE for the repair of such damages.

- B. BUD'S RC CLUB will not use or permit any use of the premises which:
- i. is directly or indirectly forbidden by law, ordinance, or government regulation; or
 - ii. is dangerous to life, limb or property; or
 - iii. tends to injure the reputation of the VILLAGE; or
 - iv. will disturb any residents of the neighborhood; or
 - v. may increase the premium or invalidate any insurance policy covering the buildings and grounds.

C. Notwithstanding anything to the contrary, the VILLAGE will have the right to institute such policies, programs, and measures as may be reasonable, necessary, and/or desirable for the conservation or preservation of energy or energy-related services, or as may be required to comply with applicable law.

D. BUD'S RC CLUB will be responsible for the security of the premises during their use, including control of unauthorized personnel.

E. BUD'S RC CLUB will be responsible for returning the property to the same condition as it was the beginning of this Agreement.

SECTION SEVEN

RELATIONSHIP

A. Nothing contained in this Agreement will be deemed or construed by the parties hereto or by any third party, to create the relationship of principal and agent, partnership joint venture, or any other association between BUD'S RC CLUB and the VILLAGE.

B. It is expressly understood that all employees, contractors, staff, participants or agents of BUD'S RC CLUB are not to be considered employees, contractors, staff, participants or agents of the VILLAGE, and no relationship between the VILLAGE and the individuals or entities previously stated is created or intended.

SECTION EIGHT

GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois

SECTION NINE

INDEMNIFICATION

BUD'S RC CLUB shall indemnify and save harmless the VILLAGE and their employees, officers, and agents from any claim, action, liability, loss, damage or suit arising from, due to, or in connection with their occupation of the buildings, or their performance of this Agreement.

SECTION TEN

MISCELLANEOUS

A. BUD'S RC CLUB may not assign or transfer this Agreement nor sublet the licensed premises, in whole or in part.

B. This Agreement will bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties.

C. BUD'S RC CLUB agrees to leave the Premises in the condition existing before the use of the activity or activities contemplated in this Agreement.

D. BUD'S RC CLUB shall be liable for any damage done to the premises by BUD'S RC CLUB during the period of use.

E. BUD'S RC CLUB will not make any alterations or additions to the premises or any fixture thereof without the prior written consent of the VILLAGE. At the option of the VILLAGE, any alterations or additions made by Bud's RC CLUB shall become the property of the VILLAGE without consideration.

F. BUD'S RC CLUB shall not receive mail or install telephones at the facility.

G. Bud's RC Club shall be responsible for the conduct and actions, including parking of patrons using the premises.

H. Village shall have the right to set reasonable rules for the usage of the premises such as hours and days of operation and noise and capacity limits, including the following:

1. May not operate after 10pm.

2. No open alcohol.
3. BUD'S RC Club is responsible for lawn mowing and maintenance and garbage collection and removal.

I. In the event BUD'S RC CLUB shall fail to mow the lawn, maintain property or remove garbage or refuse, then the Village, upon five (5) Days' Notice to cure, may enter on property and mow grass or remove garbage and refuse and charge BUD'S RC CLUB a fee of \$100.00 for each occurrence which BUD'S RC CLUB shall promptly pay.

SECTION ELEVEN

NOTICES

All notices with respect to this Agreement shall be in writing. Each notice will be sent by certified mail and regular mail to the party to be notified at the address set forth herein and at such other address which may from time to time be designated in writing:

Village of Thornton	Doug Beckman, Village Administrator VILLAGE OF THORNTON 115 E. Margaret Street Thornton, IL 60476
With a cc to:	Scott D. Dillner, Attorney at Law HISKES, DILLNER, O'DONNELL, MAROVICH & LAPP, LTD. 16231 Wausau Avenue South Holland, IL 60473
BUD'S RC Club:	BUD'S RC CLUB C/O THOMAS GALLAGHER 301 EAST MARGARET STREET THORNTON, ILLINOIS 60476

This Agreement contains the entire understanding between the parties and all prior or contemporaneous oral or written agreements are merged in this Agreement, and no amendment to this license will be effective unless in writing and signed by the parties.

IN WITNESS, the VILLAGE OF THORNTON and BUD'S RC CLUB have caused this Agreement to be executed as of the date first above written, by their respective officers or parties duly authorized.

VILLAGE OF THORNTON

BUD'S RC CLUB

Joseph Pisarzewski
Village Acting President

ATTEST:

ATTEST:

Debra L. Pisarzewski
Village Clerk
