TEMPORARY LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into this _____day of March 2024 between Fifth Third Bank, National Association having and address of 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (the "Licensor") and Wheaton Park District, an Illinois Unit of Local Government (the "Licensee") having an address of 102 E. Wesley St. Wheaton IL, 60187.

WHEREAS, the Licensor is the occupant of that certain real estate commonly known as Fifth Third Bank, NA, 1500 N. Main St., Wheaton, IL, together with all improvements (including parking) located thereon and all rights and appurtenances thereto (the "Property") pursuant to a Lease Agreement between Licensor (as Tenant) and Licensee (as Landlord).

WHEREAS, Licensee desires to use the paved parking areas of the Property ("License Area") for the sole and limited purpose of event parking and staging on the 4th of July (the "Permitted Use").

WHEREAS, the parties desire to set forth certain conditions and other matters for the Licensor granting use of the License Area;

NOW THEREFORE, for and in consideration of the above premises and the mutual benefits accruing to the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Licensor hereby grants to Licensee, upon and subject to the terms and conditions hereinafter set forth, a temporary non-exclusive license to use the License Area for the Permitted Use on July 4th, 2024 from 12:00am to 11:59pm. ("Term").

2. The use of the License Area shall be granted at no cost to Licensee.

3. Licensee shall, at its own expense, carry and maintain commercial general liability insurance in a combined single limited amount of not less than One Million Dollars ($1,000,000.00) per occurrence insuring against bodily injury or death and property damage and shall name Licensor as an additional insured. Licensee shall furnish Licensor with a copy of its certificate of insurance (which must be on the ACORD form) at least one (1) business day prior to the Term of this Agreement commencing.

4. Licensee accepts the License Area in its "as is" condition without any warranty or representation whatsoever from Licensor.

5. Licensee represents and warrants that all activities shall be limited to the Permitted Use and to the License Area. In the event that other portions of the Property are trespassed upon, used, or damaged by Licensee, its employees, officers, directors, guests, agents or invitees, the Licensee shall promptly reimburse Licensor for any damages incurred (whether direct or indirect). The foregoing notwithstanding, Licensor shall not be precluded from pursing any other damages to which it may be entitled to pursue at law or in equity.

6. Licensee shall, at Licensee's sole cost and expense, repair or shall cause the repair of any damage to the License Area caused by or in connection with Licensee's use of and entry into the License Area, and Licensee shall fully restore the License Area to the condition it was in prior to any such damage (including but not limited to the removal of any trash, rubbish or debris). Licensee's obligation to repair any damage is in addition to and not in limitation of Licensor's right to pursue any other remedy set forth

herein or otherwise available to Licensor at law or in equity as a result of the foregoing or any other breach hereof (all of which is expressly reserved).

7. If applicable, Licensee, at its sole cost and expense shall obtain permits and authorizations from applicable government authorities required prior to commencing activities on the License Area.

8. Licensee assumes all risk of loss, damage, injury or death, by whatever means, to person or property, by reason of any Licensee's use of the License Area, the condition of the License Area, the management, control or operation thereof, or anything else pertaining to the Property, and Licensee hereby does and shall indemnify, defend and hold harmless, with counsel selected by Licensor, and hereby releases and covenants not to sue, Licensor, its parent, affiliates and subsidiary corporations and their respective employees, officers, directors, agents and invitees (collectively, the "Licensor Parties") from and against any claims, costs, causes of action, litigation, judgments, settlements, losses, damages, expenses or liabilities (including, without limitation, attorney's fees and expenses) which may be suffered or incurred by Licensor or any Licensor Parties and arising out of, related to, caused by, resulting from or involving: (a) the entry onto, or the presence on or activities on the Property and License Area by Licensee, its employees, officers, directors, guests, invitees, contractors or agents, including, without limitation, any claim for injury or death to persons or damage to property, or (b) the breach by Licensee of any of the terms of this Agreement; or (c) any other matter resulting from this Agreement. This indemnity shall survive any termination or expiration of this Agreement or the license granted herein.

9. This Agreement shall not be modified or amended unless by an instrument in writing executed by both Licensor and Licensee.

10. This Agreement shall be governed by the laws of the State of Illinois.

11. Nothing contained herein will be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto.

12. The person executing this on behalf of Licensee represents and warrants that such person is duly authorized by the governing body of Licensee to execute and deliver this Agreement on behalf of Licensee. This representation shall survive termination or expiration of this Agreement.

13. In the event any clause, sentence or portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one in the same instrument.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Agreement as follows:

LICENSOR:

FIFTH THIRD BANK
By: Michele Trevino
Name: Michele Trevino
Title: Property Portfolio Manager

LICENSEE:

Wheaton Park District
By:
Name: Michael Bogard
Title: Executive Director

And:

By:_____
Name:_____
Title:_____