

LICENSE AGREEMENT FOR ACCESS AND USE

This License Agreement for Access and Use ("**Agreement**") is made and entered into this 8th day of November 2021 ("**Effective Date**"), by and between Wheaton Park District, an Illinois Public District and unit of local government ("**Park District**"), and

Positive Health Services ("**Licensee**"). Park District and Licensee are sometimes hereinafter referred to individually as a "**Party**" and together as the "**Parties**."

RECITALS

WHEREAS, the Park District owns certain real property located at 1777 South Blanchard Street known as the Community Center ("**Property**"); and

WHEREAS, Licensee desires to utilize certain portions of the Property to provide members of the public with Coronavirus ("COVID-19") vaccinations (collectively, the "**Licensed Activities**"); and

WHEREAS, the Park District is willing to make certain designated portions of the Property, set forth in Exhibit A attached hereto, available to Licensee for the Licensed Activities, the exact locations of which shall be mutually agreed upon by the Parties (collectively, the "**Licensed Premises**"); and

WHEREAS, the Park District's Executive Director finds and hereby declares that it is in the best interests of the Park District and its residents to grant Licensee a license to use the Licensed Premises for the Licensed Activities, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The above Recital paragraphs are contractual in nature and are incorporated into and made a part of this Agreement.

ARTICLE 2 CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS

2.1 Insurance. Licensee shall keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement, including but not limited to proof of professional liability coverage for nurses and medical staff supporting the vaccination process. Licensee shall provide coverage that is at least as broad as the requirements set forth in Exhibit B attached hereto.

ARTICLE 3
LICENSEE'S USE OF THE LICENSED PREMISES

3.1 Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, the Park District hereby grants to Licensee the following rights ("License"):

- A. Access. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to and use of the Licensed Premises for the Licensed Activities during the term of this Agreement.
- B. Ingress/Egress. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall also have reasonable access and means of ingress and egress to, over, upon or across other portions of the Park District's Property for the limited purpose of enabling reasonable access to and use of the Licensed Premises.

3.2 Authorized Use/Expectations. Licensee agrees to be responsible for regulating the individuals that will be entering the Park District for the purpose of obtaining the vaccine. Such responsibilities will include utilizing a registration process so that only those that have preregistered, have an appointment and can display an ID will be allowed into the Licensed Premises for the purpose of being vaccinated. The Licensee agrees that it will be responsible for ensuring there is proper staff at the Licensed Premises entrance to ensure that people there to be vaccinated are properly checked-in and directed to the appropriate location within the Licensed Premises. The Park District agrees to provide volunteers, staff and intermittent police presence to help the Licensee with crowd management during the Licensed Activities. The Licensee agrees to provide the proper staff, including but not limited to at least two nurses to administer the vaccine and at least one other of the Licensee's employees to: (1) monitor the individuals entering the building to obtain the vaccine, (2) safely receive the vaccine, (3) properly monitor for side effects from the vaccine, and (4) ensure, to the best of their ability, that individuals that obtain the vaccine are physically capable to safely leave the Park District.

3.3 Dates and Times. Licensee shall have access to and use of the Licensed Premises, including reasonable means of ingress and egress, from 2:00 pm to 7:00 pm, on November 15, and December 6, 2021. Licensee may secure access to and use of the Licensed Premises on additional days and/or for additional or extended hours subject to availability and based on the mutual agreement of the Parties.

3.4 Potentially Infectious Medical Waste. The Licensee shall be fully responsible for abiding by all state, local and federal requirements regarding the safe disposal of all materials associated with the distribution of the COVID-19 vaccine, including but not limited to all materials deemed to be Potentially Infectious Medical Waste as defined by the Illinois Environmental Protections Act (415 ILCS 5/3.360) and in accordance with the requirements set forth in Sections 56-56.7 of the Illinois Environmental Protections Act and 35 Ill. Admin Code pts. 1420-1422 which govern the treatment, storage, disposal of Potentially Infectious Medical Waste. The Licensee shall also be responsible for the proper disposal of any materials deemed to be Hazardous

Waste (415 ILCS 5/3.220). The Licensee agrees to indemnify and hold the Park District harmless in any claims that may arise from the inappropriate disposal of Potentially Infectious Medical Waste and Hazardous Waste.

3.5 Compliance with Laws; Manner of Use. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Activities. Licensee shall conduct, and shall cause its officers, officials, employees, agents, volunteers, and invitees to conduct, the Licensed Activities in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Premises which is directly or indirectly forbidden by law, ordinance, rule or regulation, or which may be dangerous to life, limb or property, or which may increase the Park District's insurable or uninsurable risk or liability. Licensee shall cooperate with the Park District and shall strictly follow all public health and safety requirements regarding its use of the Licensed Premises and its conduct of the Licensed Activities.

3.6 Waiver and Release of Liability. Licensee shall conduct the Licensed Activities entirely at its own risk. Licensee acknowledges that, in accordance with Paragraph 3.2, the Park District shall provide limited support, supervision, security or protection in connection with the crowd management affiliated with the Licensed Activities. To the maximum extent permitted by law, the Park District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless the Park District, and its elected and appointed officials, officers, employees and agents (collectively, the "**Park District Indemnitees**") from any and all claims of every nature whatsoever, which Licensee may have at any time against the Park District Indemnitees, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to the Licensed Activities, the condition of the Licensed Premises, or use by the Park District or Licensee of the Licensed Premises. By allowing the Licensee to conduct the Licensed Activities on the Park District Premises, the Park District maintains all rights and protections that it may be afforded under the Public Readiness and Emergency Preparedness Act (42 U.S.C. 247d-6d).

3.7 Condition of the Property. Except as otherwise specifically provided in this Agreement, the Park District has not made, and by grant of the non-exclusive License hereunder does not make, any representations with respect to the condition of the Licensed Premises or its suitability for any purposes, including but not limited to Licensee's intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting the Licensed Premises prior to its execution of this Agreement, and prior to each use thereof by Licensee, and its officers, officials, employees, agents, volunteers, and invitees, or any of them.

3.8 Reservation of Rights. The License granted hereunder is not exclusive, and the Park District reserves the right to continue its use and the public's use of the Property and the Licensed Premises. The Park District shall have the right to use the Property, including the Licensed Premises, at any time for any purpose which does not unreasonably interfere with the

Licensed Activities during the term of this Agreement. Any rights to the Licensed Premises not specifically granted to Licensee under this Agreement are reserved to the Park District, its successors and assigns. The Park District shall have the right to enter upon the Licensed Premises at any time to: (i) inspect, maintain or repair the Property or the Licensed Premises, and improvements thereon, (ii) to determine Licensee's compliance with the terms and conditions of this Agreement, (iii) or for any other lawful purpose.

ARTICLE 4 INDEMNIFICATION AND HOLD HARMLESS

4.1 Indemnification of the Park District. Licensee hereby indemnifies and shall defend and hold harmless the Park District Indemnitees from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys', paralegals' and consultants' fees (collectively, the "**Legal Expenses**"), suffered, incurred or sustained by any of the Park District Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any environmental laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, or its officers, officials, employees, agents, volunteers, and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to, Licensee under this Agreement or their use of the Licensed Premises. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this subsection 4.1. Licensee shall similarly defend, indemnify and hold harmless the Park District Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park District Indemnitees to the extent resulting from Licensee's breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

4.2 Cooperation. Each Party shall cooperate with the other in connection with the indemnifications contained in this Article 4, including, without limitation, making available to the other all relevant information reasonably available to it that is material to the defense of a third party's claim.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall extend through February 25, 2022.

5.2 Termination. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately and without notice upon Licensee's default of its obligations hereunder, or its violation of any federal or state laws, or local regulations or ordinances. Upon the effective date of termination, the respective rights and obligations of the

Parties shall cease with the exception of any obligation that accrued prior to the effective date of termination that remains unsatisfied on the effective date, including but not limited to any obligation under Paragraphs 2.1, 3.6 and 4.1 above.

ARTICLE 6 NOTICES

6.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective: (i) as of the date personally delivered; (ii) one (1) business day after the date delivered to a nationally recognized overnight courier service, delivery prepaid for next business day delivery; or (iii) two (2) business days after the date deposited in the United States mail, if sent by certified mail with return receipt requested. All notices shall be addressed to each Party as follows:

If to the Licensee: Positive Health Services
 1919 S. Highland Ave. #325-A
 Lombard, IL 60148

 Attn: Cori Davis, President / CEO

If to the Park District: Wheaton Park District
 102 E. Wesley St.
 Wheaton, IL 60187

 Attn: Michael Benard, Executive Director

Notice by email and facsimile transmission is not permitted.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Parties.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Jurisdiction over any dispute shall be in the Circuit Court of DuPage County, Illinois.

7.3 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof. This Agreement, the exhibits and other writings referred to herein, constitute the entire understanding of the Parties with respect to the subject matter hereof.

7.4 Time of the Essence. Time is of the essence in this Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or

State of Illinois) such that the transaction contemplated hereby cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

7.5 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instruments. All electronic or .pdf signatures shall be treated as original signatures for all purposes.

7.6 Severability. If any term, condition or provision of this Agreement is adjudicated invalid or unenforceable, the remainder of this Agreement, other than such term, condition or provision, shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

7.7 Article Headings. The Article headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement.

7.8 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors in interest.

7.10 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

7.11 Further Assurances. The Parties agree to execute all documents and instruments reasonably required in order to consummate the matters contemplated herein.

7.12 Joint Participation. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other.

7.13 No Third-Party Beneficiaries. This Agreement does not confer any rights or benefits on any third party.

7.14 Authorization. The undersigned duly authorized representatives of the Parties represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Agreement.

7.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

WHEATON PARK DISTRICT

By: 
Michael Benard, Executive Director

POSITIVE HEALTH SERVICES

By:  11/15/21
Cori Davis, President / CEO

EXHIBIT A

Description of Licensed Premises

EXHIBIT B

Licensee's Insurance Requirements

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance

Comprehensive general liability insurance, including contractual liability coverage, professional liability coverage, and such other types of insurance in such amounts and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to the Park District, but, in any event, no less than \$1,000,000 per occurrence. Such insurance shall be evidenced by providing to the other Party certificates of insurance. Said insurance shall name the other Party as an additional insured and will further provide that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other Party.

B. Workers Compensation Insurance

Each Party shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the Party employer and the other Party shall have no obligation whatsoever to provide workers' compensation for the other Party's employees.

C. General Insurance Provisions

a. Evidence of Insurance

Prior to using the Park District Property, Licensee shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for advance written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this use agreement at Park District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

c. Cross-Liability Coverage

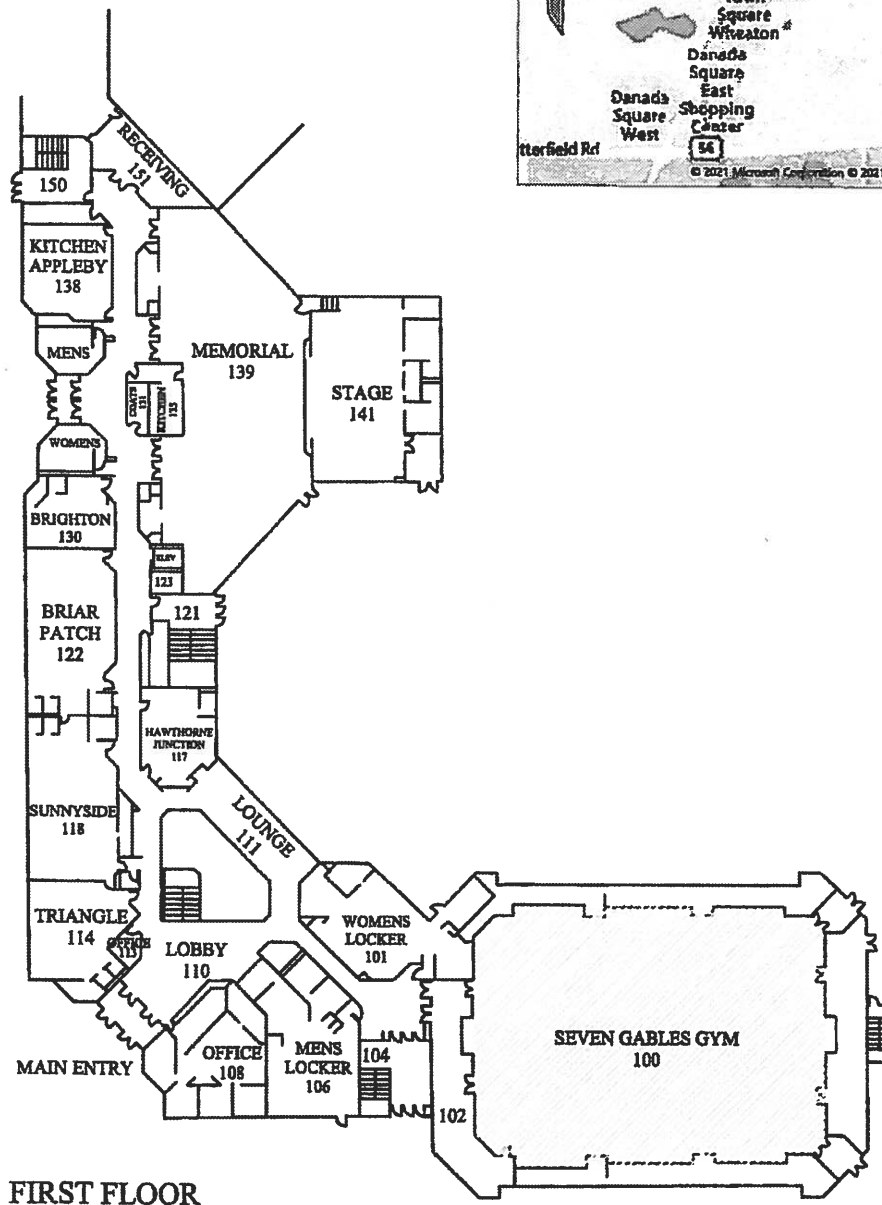
If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

EXHIBIT A

Description of Licensed Premises



2021

Community Center

Address: 1777 S. Blanchard, Wheaton

Facility Phone Number: 630-690-4880

Directions: Building is located on Blanchard just east of Naperville Road.

**Illinois Department of
PUBLIC HEALTH**

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

Nguzi O. Ezike, M.D.
Director

07/31/2022

4060565

Home Nursing Agency

The Con Group Inc.
dba Positive Health Services
1919 S. Highland

Lombard, IL 60148

Individuals with criminal background. Printed by Authority of the Illinois State Board of Health.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CM&F Group Inc. 110 West 40th Street 10th Floor, Suite 1000/1001 New York, NY 10018	CONTACT NAME: CM&F Group	
	PHONE (A/C, No, Ext): 1-800-221-4904	FAX (A/C, No):
INSURED The Cori Group Inc. 1919 S Highland Ave., #A325 Lombard, IL60148	E-MAIL ADDRESS: info@cmfgroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: MEDICAL PROTECTIVE COMPANY- MPC	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		K82790	06/23/2021	06/23/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	X	K82790	06/23/2021	06/23/2022	Per Incident 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Occurrence Coverage

Professional Liability Additional Insured:
1919 Highland Owner LLC
1284 West Northwest Highway
Palatine, IL60067

CERTIFICATE HOLDER

1919 Highland Owner LLC
1284 West Northwest Highway
Palatine, IL60067

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE