

**LICENSE AGREEMENT ALLOWING THE PLACEMENT OF
SANDWICH-BOARD TYPE SIGNS IN THE VILLAGE RIGHT-OF-WAY
IN THE CENTRAL DESIGN AREA**

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____,
2006, by and between the Village of Downers Grove (the "Licensor") and
_____ (the "Licensee"),

WITNESSETH:

WHEREAS, LICENSEE owns or otherwise has an interest in the property located at
_____, PIN Number _____,
Downers Grove, IL (hereinafter referred to as the "Property") which is located within the Central
Design Area as defined in Section 7-39 of the Downers Grove Municipal Code.

WHEREAS, LICENSEE desires to place a sandwich-board type sign ("Sign") on the
public right-of-way located in front of the Property as shown in Exhibit A attached hereto and
made a part hereof; and

WHEREAS, the Village of Downers Grove, pursuant to Section 28-1503.09 of the
Downers Grove Municipal Code will allow placement of sandwich-board type signs in the public
right-of-way in the Central Design Area, subject to the conditions contained therein and upon
execution of this license agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and
agreements herein set forth, and other good and valuable consideration, the parties hereto agree
as follows:

1. The provisions of the preamble are hereby incorporated into and made a part of
this Agreement.
2. LICENSOR hereby grants unto the LICENSEE, its successors and assigns, an
exclusive and revocable license for the benefit of the Property to use, in the manner hereinafter

specified, that portion of LICENSOR'S right-of-way adjacent to the Property and as shown in Exhibit A (hereinafter referred to as the "Encroachment Area").

3. The license herein granted shall be limited to the use by the LICENSEE of the Encroachment Area for the purpose of temporarily displaying a Sign.

4. LICENSEE accepts the Encroachment Area in its present condition.

5. The parties agree that this license is subject to any rights of third parties in the Encroachment Area and the LICENSOR makes no warranty regarding the LICENSEE'S right to use the Encroachment Area except as regards the interest of the LICENSOR.

6. LICENSEE assumes all liability and shall indemnify, defend and hold harmless the LICENSOR, its officers and employees, for any injury or damage to persons or property, including the LICENSOR'S property, officers or employees, occasioned by or arising in connection with the use or occupancy of the above described Encroachment Area by the LICENSEE, or the existence or condition of the Sign in the Encroachment Area. The LICENSEE further agrees to indemnify, defend and hold harmless the LICENSOR and its officers and employees against (I) any actions which may be brought against the LICENSOR, its officers or employees, arising out of this license, the installation and use of the Sign, or any act or omission of the LICENSEE, its agents or assigns, or any independent contractor on the LICENSEE'S behalf, and (ii) any claim or expenses incurred by the LICENSOR, its officers or employees, in enforcing the terms and provisions of this license against the LICENSEE.

7. LICENSEE shall obtain all required permits for the installation of the Sign in the Encroachment Area, and shall comply with all ordinances of the Village with respect to the installation, maintenance, repair and use of the Sign. Such Sign shall be displayed in the Encroachment Area only during business hours and shall be removed at the close of business each day. Each side shall be no larger than six (6) square feet. Sign frames shall be made of either wood, metal or durable plastic. Cardboard and paper signs are prohibited. Signs shall not be placed at any location where the center width of the paved area for pedestrian passage is reduced to less than six (6) feet by the placement of the sign on the paved area or within fifteen

(15) feet of any intersecting driveway, street or crosswalk. Alcohol and tobacco logos are prohibited.

8. This Agreement shall be subject to the absolute and primary right of the Village to protect the public health, safety and welfare. The Village Manager may, in the Manager's sole discretion, terminate this Agreement, order changes to the use of the public right-of-way, including but not limited to the immediately cessation of said permit/license, and removal of any or all signs from the public right of way. In addition, the Village Manager may suspend or revoke the license in the event he determines that it is in the public interest or if the licensee has failed or refused to truthfully complete the application, or if the licensee has failed or refused to comply with the Agreement or any other applicable law.

9. The provisions and conditions of this Agreement are not assignable.

10. LICENSEE shall maintain the Sign in good repair and shall maintain the Encroachment Area in a clean and sightly manner, free of obstructions and debris. Upon demand from the LICENSOR, LICENSEE shall immediately correct any defects or remove any debris from the Encroachment Area which, in the sole determination of the LICENSOR, presents an unsightly or unsafe condition.

11. LICENSEE shall obtain and keep in full force and effect throughout the term of this Agreement a general liability insurance policy as shown in Exhibit B which insurance limits shall not be less than \$1,000,000/person and \$1,000,000/occurrence. Such insurance policy shall name the LICENSOR, its officers and employees, as additional insureds. Proof of such insurance shall be submitted to the Risk Manager of the LICENSOR prior to installation of the sign. LICENSEE shall not modify or cancel the insurance coverage without providing the LICENSOR with thirty (30) days written notice of the cancellation or modification.

12. This Agreement may be terminated by either party on ten (10) days written notice. In the event of such termination, LICENSEE shall remove the Sign from the Encroachment Area. In the event LICENSEE fails to effect such removal within five (5) days of Notice of Termination, the LICENSOR shall have the right to enter upon the Encroachment Area and

remove the Sign. All costs of said removal as provided herein shall be borne by the LICENSEE and shall be paid to the LICENSOR upon demand.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and date herein above written.

LICENSOR:

VILLAGE OF DOWNERS GROVE

By: _____
Village Manager

ATTEST: _____
Village Clerk

LICENSEE:

(signature)

(printed name)

(business name)

(telephone number)

Subscribed and sworn to
before me this ____ day
of _____, 20__

Notary Public

EXHIBIT A

Property: See Attached
(Plat of survey)

EXHIBIT B
Certificate of Insurance

See Attached