

**LICENSE AGREEMENT ALLOWING THE PLACEMENT OF  
SANDWICH-BOARD TYPE SIGNS IN THE VILLAGE RIGHT-OF-WAY  
IN THE DOWNTOWN BUSINESS DISTRICT**

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Downers Grove (the "Licensor") and \_\_\_\_\_ (Name) (the "Licensee"), doing business as \_\_\_\_\_ (Business Name).

**WITNESSETH:**

WHEREAS, LICENSEE owns or otherwise has an interest in the property located at \_\_\_\_\_, Downers Grove, IL (PIN) \_\_\_\_\_ (Business Address) (Property Identification Number)

(hereinafter referred to as the "Property") which is located within the Downtown Business District as defined in 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 28-9.060(L) of the Downers Grove Municipal Code will allow placement of sandwich-board type signs in the public right-of-way in the Downtown Business District, 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 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 it is determined 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 procure and maintain proof of General Liability Insurance in a form acceptable to the Village. Such insurance shall be provided by carriers licensed in the State of Illinois and maintaining a Best rating of at least A-IV. General Liability Insurance shall include coverage for the premises, operations, underground, collapse, explosion and products, and the Village, its officers, boards, commissions, elected and appointed officials, agents and employees shall be endorsed as Additional Insured. The insurance policy shall provide for a minimum coverage of \$1,000,000 general liability per occurrence, \$2,000,000 aggregate. If the LICENSEE employs independent contractors, LICENSEE shall insure that these contractors maintain appropriate levels of insurance and that the Village is named as additional insured under each policy. The insurance policies required under this Section shall not be occurrence based and shall be maintained by the LICENSEE. Proof of such insurance shall be submitted to the Risk Manager of the LICENSOR (attached hereto as Exhibit B). Each policy of insurance shall provide that it not be canceled nor materially changed without sixty (60) days written notice to the Village Manager.

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 hereinabove written.

**LICENSEE:**

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Print Name

X \_\_\_\_\_  
Business Name

X \_\_\_\_\_  
Business Phone

X \_\_\_\_\_  
Email (optional)

**LICENSOR:**

VILLAGE OF DOWNERS GROVE

By:

\_\_\_\_\_  
Village Manager

ATTEST:

\_\_\_\_\_  
Village Clerk

(Notarize signature of Applicant)

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Property: See Attached

**EXHIBIT B**  
**Certificate of Insurance**

See Attached