

Prepared by JUVINU SHAH

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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/30/2008 09:42 AM Pg: 1 of 5

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Sales + Service Contract

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[Faint, mostly illegible text from a document, possibly a contract or agreement, is visible in the background.]

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Service Agreement

The County of Cook and the County of DuPage entered into a Service Agreement on September 11, 2013, and a Supplemental Memorandum of Understanding to the Service Agreement on September 11, 2013.

Service Agreement. The County of Cook and the County of DuPage entered into a Service Agreement on September 11, 2013, and a Supplemental Memorandum of Understanding to the Service Agreement on September 11, 2013. The Service Agreement provides that the County of Cook shall provide certain services to the County of DuPage for a term of three (3) years. The County of Cook shall provide such services as set forth in the Service Agreement, including but not limited to: (i) providing certain administrative support services; (ii) providing certain information technology services; (iii) providing certain financial services; and (iv) providing certain legal services. The Service Agreement shall be terminated if the County of Cook fails to perform its obligations under the Service Agreement.

1. **Indemnification.** The County of Cook shall indemnify and hold the County of DuPage harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, incurred by the County of DuPage as a result of the County of Cook's performance or non-performance under the Service Agreement.

2. **Fees and Expenses.** The County of Cook shall pay the County of DuPage the reasonable costs and expenses incurred by the County of DuPage in connection with the performance of the Service Agreement.

3. Termination.

a. The County of DuPage may terminate this Service Agreement if the County of Cook fails to perform its obligations under the Service Agreement in a material manner for a period of thirty (30) days after written notice is provided to the County of Cook.

b. The County of Cook may terminate this Service Agreement if the County of DuPage fails to pay the County of Cook the reasonable costs and expenses incurred by the County of Cook in connection with the performance of the Service Agreement for a period of thirty (30) days after written notice is provided to the County of Cook.

4. **Indemnification.** The County of Cook shall indemnify and hold the County of DuPage harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, incurred by the County of DuPage as a result of the County of Cook's performance or non-performance under the Service Agreement.

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1. **Force Majeure - Modifications** - This Agreement supersedes all prior negotiations and agreements between the Parties and constitutes the entire and complete agreement between the Parties. This Agreement may be modified or amended by a written agreement between the Parties.

2. **Assignment** - The Parties agree that neither Party shall assign, subcontract, or otherwise transfer its obligations under this Agreement without the written consent of the other Party.

3. **Application of Illinois Law and Venue** - This Agreement shall be governed by the laws of the State of Illinois. Any dispute arising out of or in connection with this Agreement shall be brought in the courts of Cook County, Illinois, and the parties hereby consent to the jurisdiction of such courts.

4. **Entire Agreement** - This Agreement, together with any exhibits attached hereto, constitute the entire agreement between the Parties. No oral agreement or understanding shall be binding on the Parties if it varies from the terms of this Agreement.

5. **Counterparts** - This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall be deemed to constitute one and the same agreement.

6. **Headings** - The headings of this Agreement are for reference only and shall not be construed to limit or expand the scope of this Agreement.

7. **Waiver** - The failure of a Party to exercise a right or remedy under this Agreement shall not constitute a waiver of that right or remedy, and the exercise of a right or remedy shall not constitute a waiver of any other right or remedy.

8. **Severability** - If any provision of this Agreement is held to be unenforceable or invalid, such provision shall be deemed to be severed from this Agreement, and the remaining provisions shall continue to be enforceable and valid.

9. **Signatures and Dates** - This Agreement shall be deemed to be signed and dated as of the date and place where the last signature was made.

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...of the parties and ... of the ... of the Applicant ...
... of the ... of the ... of the ... of the ... of the ...

11. ASSIGNMENT: The assignor hereby assigns to the assignee all of its rights, title and interest in and to the ... of the ... of the ... of the ... of the ... of the ...

12. ENTIRE AGREEMENT: The parties hereby acknowledge that this agreement contains the entire agreement between them and supersedes all other agreements, oral or written, made by or for them.

Print Name of Signer

[Handwritten Signature]
By: _____
Title: _____

[Handwritten Signature]
[Handwritten Signature]
Marketing

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