Prepared by and after recording Return to:

Klein, Thorpe & Jenkins, Ltd. 20 N. Wacker Drive, Suite 1660 Chicago, IL 60606

On Behalf Of: The Village of Northfield



Doc# 1822613058 Fee \$64.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/14/2018 02:33 PM PG: 1 OF 14

[Above space for Recorder's Office]

# VILLAGE OF NORTHFIELD

LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR USE OF VILLAGE-OWNED PROPERTY Olyman Clerk's Office

1779 MAPLE STREET, NORTHFIELD, ILLINOIS

PIN: 05-19-114-011-0000

> AFTER RECORDING RETURN TO: **RECORDER'S BOX 324**

> > RECORDING FEE \_\_\_ OK BY

### LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR USE OF VILLAGE-OWNED PROPERTY

This License and Release, Hold Harmless and Indemnification Agreement ("Agreement") has been entered into this //2 day of July, 2018, by the Village of Northfield, an Illinois home rule municipal corporation (the "Village") and **The Josselyn Center**, an Illinois not for profit organization with its principal place of business located at 405 Central Avenue, Northfield, Illinois (the "LICENSEE"), in regard to the following:

WHEREAS, the Village owns public right-of-way adjacent to 1779 Maple Street, Northfield, Illinois (the "Village Property"); and

**WHIRIAS**, LICENSEE desires to use the Village Property for plantings and raised planter boxes consistent with the Landscape Design set forth on *Exhibit A*;

- **NOW, THEREFORE,** in consideration of the foregoing, and for the following mutual promises and for other good and valuable consideration, the sufficiency of which is acknowledged, the Village grants the LICENSEE a license for the use of the Village Property ("License"), subject to the following terms and conditions:
- 1. Term and Licerise Fee. In consideration of the payment of \$250.00 (the "Administrative Fee") by the LICENSEE, the Village authorizes the use of the Village Property by the Licensee only for the uses described above. In addition, the obligations of the LICENSEE set forth in Section 3 (Care, Maintenance and Restoration of Premises) shall survive the termination of this Agreement until those obligations are fully sacrifed by the LICENSEE.
- 2. Use and Condition of Premises. The LICENSEE accepts the Village Property in "AS-IS, WHERE-IS" condition as existing on the date of the execution of this Agreement. The LICENSEE acknowledges that it has inspected the Village Property and acknowledges that it is in good condition. THE VILLAGE MAKES NO REPRESENTATIONS OR WAFPANTIES OF ANY KIND WITH RESPECT TO THE CONDITION OF THE VILLAGE PROPERTY. The LICENSEE acknowledges that the Village has made no representations or promises to LICENSEE to alter, or otherwise improve the condition of the Village Property. The LICENSEE agrees to modify the Village Property consistent with the scaled and dimension Landscape Design as shown on *Exhibit A*.
- 3. Care, Maintenance and Restoration. The LICENSEE shall, at its own expense and at all times, be responsible for maintaining the Village Property in good condition and free from litter and other debris. Upon termination of this Agreement, by lapse of time or otherwise, the LICENSEE, at its own expense, shall return and restore the Village Property to as good condition as inconediately prior to the execution of the Agreement, ordinary wear and tear excepted, or if landscaped according to Exhibit "A", then such enhancements shall remain on the Village Property. The Village Manager shall direct the LICENSEE to make such repairs and restorations as the Village deems necessary in order to appropriately restore the Village Property to its previous condition.
- 4. Interference with Access. The LICENSEE represents and warrants that its use of the Village Property shall not interfere in any way other than as set forth in this Agreement with the use of the public rights-of-way or property owned by the Village.
- 5. Assignment and Subletting. This Agreement may not be assigned by LICENSEE without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the LICENSEE'S unauthorized assignment, this Agreement shall immediately terminate.
- 6. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Village Property at any time and with or without prior notice.

- 7. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. LICENSEE covenants and agrees as follows:
  - A. Hold Harmless and Indemnification. The LICENSEE agrees to protect, indemnify, save and hold forever harmless the Village of Northfield and its officers, current/past/future appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the LICENSEE and their officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees arising out of or relating to this Agreement or use of the Village Property, LICENSEE'S use or the public's use of the Village Property or the areas used for activities associated with the LICENSEE'S business, or any matters arising out of or relating to matters covered under this Agreement. Not by way of limitation, but only by way of special acknowledgement, the LICENSEE waives any charge of any kind or nature with respect to environmental pollution or hazardous material issues.
  - B. Aick of Injury. The LICENSEE assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public, may sustain arising out of or relating to the LICENSEE'S use, other use or the public's use of the Village Property or the areas used for activities associated with the LICENSEE'S business or any matters arising out of or relating to matters covered under this Agreement.
  - C. Waiver of Claims. The LICENSEE waives and relinquishes any and all claims or causes of action of any kind that it or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees may have against the Village and the Village Affiliates arising out of or relating to the CICENSEE'S business, LICENSEE'S use or the public's use of the Village Property or the areas used for activities associated with the LICENSEE'S business, or any matters arising out of or relating to matters covered under this Agreement.
  - D. Release from Liability. The LICENSEE fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which LICENSEE or its officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees or members of the public may have or which arise out of or relate to the LICENSEE'S business, LICENSEE'S use or the public's use of the Village Property or the areas used for activities associated with the LICENSEE'S business or any matters arising out of or relating to matters covered under this Agreement.
- 8. Insurance. During the term of this Agreement, the LICENSEE agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the LICENSEE'S business for the purposes stated herein. The LICENSEE shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:
  - A. Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 per aggregate, with a \$2,000,0000 umbrella policy
  - B. Property Damage \$1,000,000 per occurrence

The LICENSEE shall furnish certificates of insurance, with premiums paid in full, prior to the effective date of this Agreement, copies of which are attached as *Exhibit B*. The LICENSEE shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate

executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The LICENSEE shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The LICENSEE's policy or policies of insurance shall specifically recognize and cover the LICENSEE's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the LICENSEE shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the LICENSEE's insurance.

All Cenificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior viritien notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the LICENSEE's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of foc LICENSEE shall be primary to the Village's own insurance.

- **9. Alterations.** The LICENSEE shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Village Property other than those set forth on *Exhibit A*, which consent may be withhold in the discretion of the Village. It is expressly understood by LICENSEE and its agents that if the LICENSEE performs any alterations to the Village Property, LICENSEE agrees to indemnify, hold harmiest release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the LICENSEE or its officers, employees, volunteers, agents, contractors, subcontractors or members of the public, may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Village Property to the full extent possible under the provisions of **Section 7** of this Agreement (Fielease, Waiver, Assumption of Risk, Hold Harmless and Indemnification).
- **10. Default.** Failure or refusal by the LICENSEE to comp'; with any of the obligations of the LICENSEE set forth in this Agreement shall constitute an "Event of Default".
- 11. Village's Remedies on Default. If the LICENSEE defaults in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Event of Default, the Village shall give the LICENSEE written or verbal notice of such default, and if the LICENSEE does not cure any such default or take immediate actions to cure such default within ten (10) days, then the Village may terminate this Agreement. Upon termination of this Agreement, the LICENSEE shall promptly remove its personal property, equipment and materials from the Village Property and shall not conduct activities associated with the Event.
- 12. Non-Waiver. Failure by the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.
- 13. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Village Property, or because of any act, which may arise out of the use or possession of the Village Property or to enforce the terms of this Agreement, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

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- 14. Notices. Any notice which either Party may or is required to give shall be given by mailing the same, by Personal Delivery or United States Registered or Certified Mail, postage prepaid, to LICENSEE at its current business address listed above at Page 1, or the Village at 361 Happ Road, Attention Village Manager, Northfield, Illinois 60093, or to such other places as may be designated by the Parties from time to time.
- 15. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- And for any reason, upon sixty (60) days written notice to the LICENSEE. In the event the Village exercises its right to terminate this Agreement, the LICENSEE shall not be entitled to any damages or compensation of whatever kind or nature and agrees to restore the Village Property to its condition, as required by Section 2 above. If this Agreement is terminated by the Village, the License shall terminate at the same time, except that the release, hold harmless and indemnification provisions of Section 7 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applier to all claims and causes of actions of any kind that could be or are brought against the Village or the Village: Affiliates (as defined above) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the LICENSEE set to the in Section 3 above (Care, Maintenance and Restoration) shall survive the termination of this Agreement until those obligations are fully satisfied by the LICENSEE.
- 17. Compliance with Laws. The Porties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
  - A. Certification. Each Party and its officers corporate authorities, employees, and agents certify that they are not barred from entering into "his Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et se 1, of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees, and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees, and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees, and agents made admission of quilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Parties been so convicted nor made such an admission.
  - **B.** Non-Discrimination. Each Party and its officers, corporate authorities, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the

Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 III. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 III. Adm. Code 750.160)

- C. Illinois Freedom of Information Act. The definition of a public record in the Freedom of Info mution Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.
- **18. Venue.** The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- 19. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete delerise to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by LICENSEE or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
- 20. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.
- 21. Effective Date: This Agreement shall become effective upon the date of execution by the last signatory below.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as the date(s) listed below.

VILLAGE OF NORTHFIELD	NAME:	
By: Village President	By:Authorized Officer	
Date: 7 - 17 1 2018.	Date:, 2018.	

Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 III. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Degregated Facilities (44 III. Adm. Code 750.160)

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- 19. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by LICENSEE or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
- 20. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.
- 21. Effective Date: This Agreement shall become effective upon the date of execution by the last signatory below.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as the date(s) listed below.

/ILLAGE OF NORTHFIELD		NAME: Susan Resico			
		and and			
By:		By Call C			
Village	e President	Authorized Officer			
Date:	, 2018.	Date: <u>JULY 18</u> , 2018.			

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## **UNOFFICIAL COPY**

**EXHIBIT "A"** 

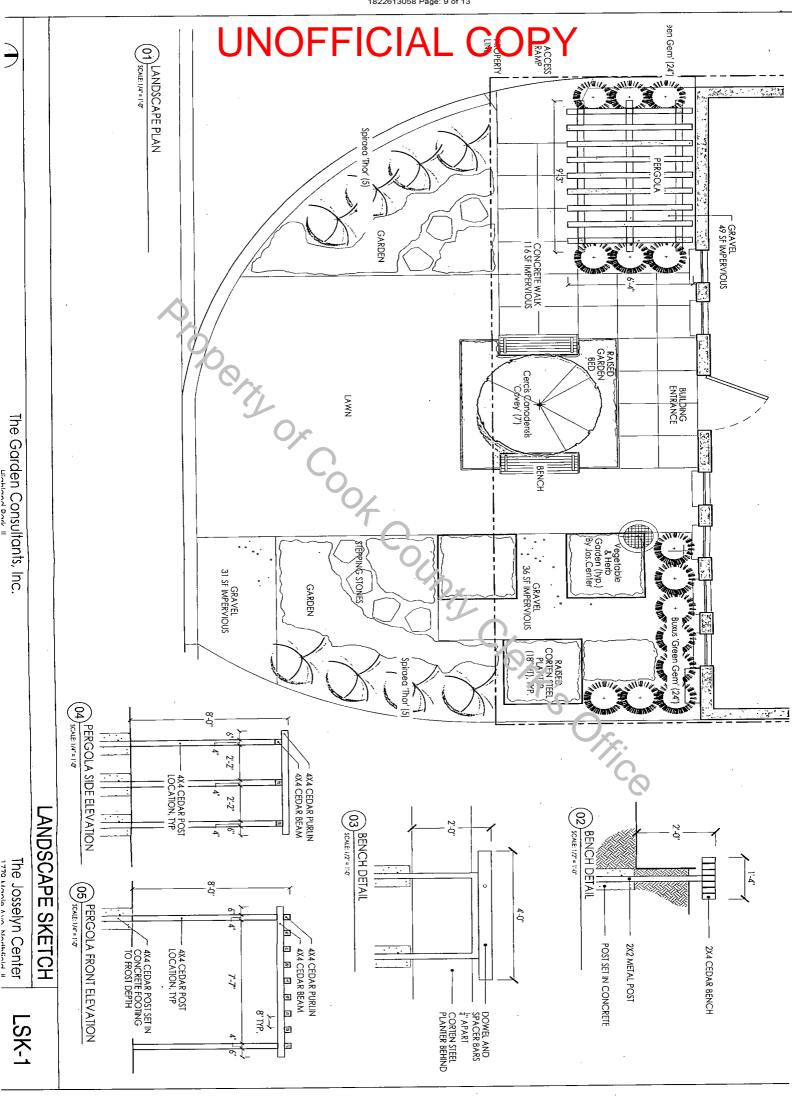
Landscape Design

**COOK COUNTY** RECOLDER OF DEEDS

COOK COUNTY RECORDER OF DEEDS

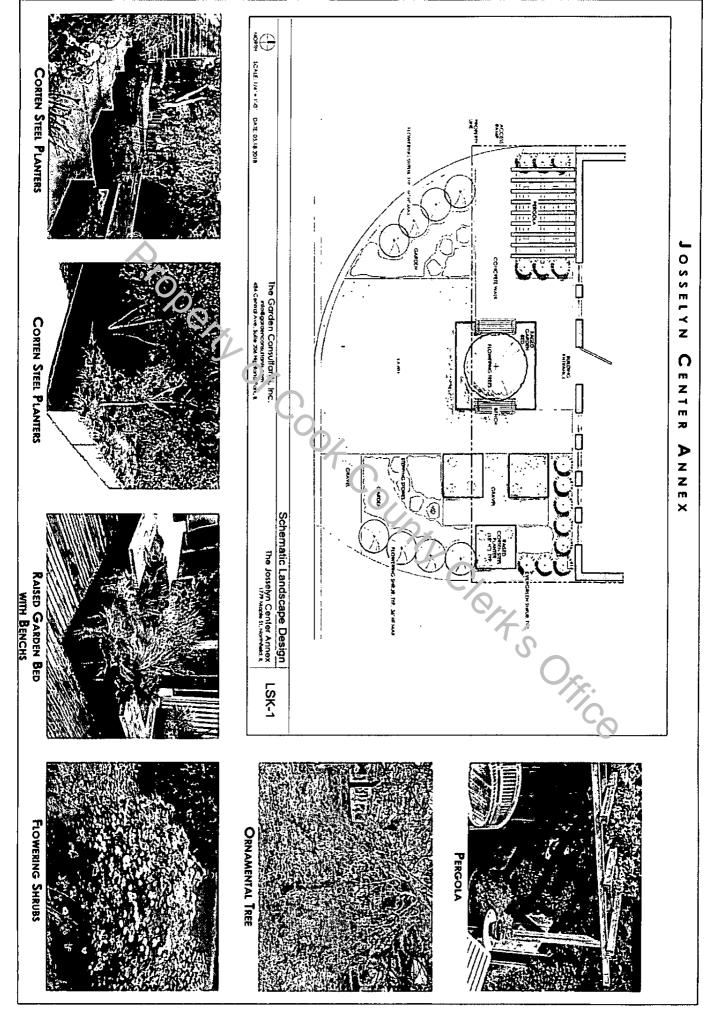
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RECORDER OF DEEDS

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## **UNOFFICIAL COPY**



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## **UNOFFICIAL COPY**

#### Josselyn Center Annex Plant Sheet 5/2018

#### Trees and Shrubs

Buxus 'Green Gem' 24" 14 (24")

Cercis canadensis 'Covey' 1 (7')

Spiraea 'Tor' 8 (24")

#### Pernnials, Vines, & Groundcover

Allium 'Summer Deauty' 14

Amsonia 'Blue Ice 6

17

Calamintha Nepetoides

Clematis 'Ramona'

1

Clematis paniculate terniflora 1

Carex 'Ice Dance' 12

(24) 7 Flats (24) Liriope spicata

Nepeta 'Early Bird' 12

Sessleria autumnalis 34

Salvia 'May Night' 14

Sedum kamtshadican 36

Thymus 'Coccineus' 12

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## **UNOFFICIAL COPY**

**EXHIBIT "B"** 

**CERTIFICATES OF INSURANCE** 

COOK COUNTY RECORDER OF DEEDS

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1822613058 Page: 13 of 13

## **UNOFFICIAL COPY**



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#### CERTIFICATE OF LIABILITY INSURANCE

07/20/2018

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 PRODUCER Total Insurance Services, Inc. 3175 Commercial Ave. Suite 200		CONTACT   NAME;   PHONE   FAX   (847) 205-1777   FAX   (A/C, No. Ext); (847) 205-1919							
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				5 Married of the 1800s. No. 1800s.		RDING COVERAGE		NAIC #	
r				INSURER A: Hanover Insurance Company				22292	
INSURED The Josselyn Center NFP			INSURER B : Hartford Fire Insurance Co. 19682 INSURER C :						
									405 Central Average
Northfield, IL (009)				INSURER E					
- Va				INSURER F :					
			NUMBER:			REVISION NUMBER:			
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- iı	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEA, E . PC JICY LIMIT		500,000	
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE PROPERTY Damage Limit: \$1,000,000	ES (ACORD	101, Additional Remarks Schedu	le, may be attached if mor	e space is requir	ed)	Y		
₹E: 1	779 Maple Street, Northfield, IL 60093 G	arden Ins	tallation						
The V	illage of Northfield and their Affiliates a	are Additi	onal Insured with respects	to General Liability	, when requir	ed by written contract.			
	•								
CED.	TIFICATE UOI DEB	***************************************		CANCELLATION					
UEK	TIFICATE HOLDER			CANCELLATION	<del></del>			···	
Village of Northfield 361 Happ Road			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Northfield, IL 60093				AUTHORIZED REPRESENTATIVE  Condew C. Klypfabing					

ACORD 25 (2016/03)

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