

receipt, the sample will be deemed approved. Items rejected by the City may not be used, sold, or distributed by Contractor.

License not Transferable:

Contractor may not assign this license to another party or sublicense the right to use the Marks to a third party without the written consent of the City. Any assignment without City consent will be null and void.

Term of license:

Contractor's license to use the Marks automatically terminates ~~on~~ ~~or~~ upon the termination or expiration of this contract, whichever occurs first. Upon the expiration or termination of this contract, Contractor may sell off any existing inventory of promotional items bearing the Marks for a period of no more than thirty days from termination or expiration.

Subject to the terms set forth in this Agreement, the Contractor grants the City a revocable, non-exclusive, non-transferable, royalty-free license to use any symbols trademarked by the Contractor. The City will not contest, object to, or otherwise challenge the Contractor's use or federal registration of the Marks, during the term of this contract.

I. Inspections

The Contractor must participate in a walkthrough inspection with the City's On-site Coordinator, City's Designee and other City representatives. The Contractor and the City's Coordinator may agree to some other time for either or both of these walkthroughs as may be more convenient to both. Failure of the Contractor to participate in the pre-event walkthrough constitutes a waiver of any objection to the City's characterization of the pre-event status of the Use Area or any aspect thereof.

The Contractor shall participate in a post-event walkthrough inspection with the City's On-site Coordinator, City's Designee and other City representatives. Failure of the Contractor to participate in the post-event walkthrough constitutes a waiver of any objection to the City's characterization of any damage or cleanup as having been caused by the Event, and of any objection to the City's costs or estimated costs of the work based on any assertion that the Contractor could have completed the work less expensively, so long as the City's costs were reasonable based on demonstrated actual staff, supplies and materials.

J. Damage Deposit/Bond

Contractor agrees to pay for the repair or replacement of all damaged structures, equipment and facilities, trees, grass, and landscaping in areas occupied by the Event damaged through any act or omission of the Contractor, Contractor's agents,

or persons attending the Event. Contractor agrees to provide the City with an unconditional, irrevocable letter of credit in the amount of \$20,000. Letter of Credit in the amount of \$100,000. The City shall determine costs for unusual wear and tear or damage, within five- seven days after the post-event walkthrough. Expenses for repair or restoration will be deducted from Contractor's Letter of Credit. If the costs are less than the damage deposit, the remainder of the deposit will be refunded to Contractor within thirty days of the post-event walkthrough.

K. Permits and Approvals

Permits and Approvals Required

The Contractor shall obtain and warrants that it has the capacity to obtain and comply with all necessary permits, licenses, approvals and deadlines from any applicable state, county and local agency. Permits for such Event, include but are not limited to: liquor permit; special event permit, health department permits and any other applicable City permits that may be required.

Failure to Secure Permits

The Contractor understands and agrees that approval by City of this Contract does not in any way indicate that the City or any other agency approves or will be required to approve any of the above referenced licenses, permits, or requests. In the event that the Contractor is unable to obtain any license, permit, or approval that is not essential to its use of the Use Area, it shall be allowed to exercise so much of the privileges of this Contract as are not affected by its failure to obtain approval. By way of example, and not of limitation, if it does not obtain alcoholic beverage permits, it may proceed but alcohol cannot be sold or provided. In the event the Contractor is unable to obtain essential licenses or permits, the City will not be liable for any of the Contractor's costs, expenses, lost profits or any type of damages under this Contract due to such occurrence, but the Contractor may be deemed in default.

L. Maintenance of the Use Area

Contractor is required to maintain specific standards of maintenance, use of the Use Area and surrounding areas. At the conclusion of the Event, Contractor must restore the Use Area.

M. Insurance

1. Contractor agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

A. Workers' Compensation and Employers' Liability

i. State of Illinois: Statutory