

VILLAGE OF VERNON HILLS

RESOLUTION NO. 2018-016

A RESOLUTION ENTERING INTO AN AGREEMENT WITH MEIRTRAN, INC. FOR THE PROVISION OF ATMS AT THE PIPE CITY LACROSSE TOURNAMENT

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village annually hosts the Pipe City Lacrosse Tournament; and

WHEREAS, the Village desires to provide portable Automated Teller Machines ("ATMs") at this event; and

WHEREAS, the Village Board now desires to contract with Meirtran, Inc. to provide ATMs at this event.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, as follows:

SECTION 1: EXECUTION OF AGREEMENT. The Village Manager is hereby authorized to execute all required documents to enter into an agreement with Meirtran, Inc. for the provision of ATMs at the Pipe City Lacrosse Tournament, as attached to this Resolution in Exhibit A.

SECTION 2: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

SECTION 3: RESOLUTION NUMBER: This Resolution shall be known as Resolution Number 2018-016.

Dated the 3rd of April, 2018

Adopted by roll call vote:

AYES: 5 – Koch, Takaoka, Hebda, Schultz, Marquardt

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Oppenheim



Roger L. Byrne, Village President

PASSED: April 3, 2018

APPROVED: April 3, 2018

ATTEST: April 4, 2018



Mark Fleischhauer, Village Clerk

RESOLUTION 2017-016
EXHIBIT A: AGREEMENT BETWEEN THE VILLAGE AND MEIRTRAN, INC.

LICENSE AGREEMENT

This License Agreement made and entered in this 4th day of April, 2018, by and between The Village of Vernon Hills ("Licensor") and Meirtran, Inc. ("Licensee").

RECITALS

WHEREAS, the Licensor desires to operate ATMs ("ATMs") at various locations set forth on **Exhibit A** attached hereto; and

WHEREAS, Licensee desires to operate and maintain ATMs at the locations set forth on Exhibit A; and

WHEREAS, Licensor is willing to grant Licensee a license place, maintain, and operate ATMs at the locations set forth on Exhibit A, upon the terms, covenants and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in reliance upon the recital set forth above which are incorporated herein by reference, it is hereby agreed between the parties as follows:

AGREEMENT

1. **Purpose**

Licensor hereby grants Licensee the right, privilege and license to place, maintain, and operate ATMs at the locations set forth on Exhibit A hereto. This license is subject to the Licensee obtaining at its sole cost and expense any and all regulatory approvals, if any, which may be required to carry out the purpose of this Agreement.

2. **Fees**

Whereas, Licensee will receive 100% of the ATMs income.

3. **Time for Payment**

Licensee and Licensor agree that there shall be no payment to Licensor from Licensee to operate ATMs at the locations set forth on Exhibit A.

4. **ATM Functions**

The parties agree that the ATMs to be installed in the locations set forth on Exhibit A shall perform only the following functions:

- a. Cash Dispensing;
- b. Balance Inquiries;
- c. Funds transfers between customer accounts;

5. **Installation of Equipment**

5.1 **Plan Approval.** All ATM installations at the locations set forth on Exhibit A shall be performed at the Licensee's sole cost and expense. Licensor shall approve all locations as set forth on Exhibit A, which approval shall not be unreasonably withheld.

5.2 **Telephone Service.** Licensor and Licensee agree that the parties will facilitate the connection and maintenance of all telephone lines to each ATM. Any and all costs of the telephone service to ATMs shall be the sole responsibility of the Licensee, at Licensee's sole and exclusive cost.

6. **Maintenance.**

6.1 **Currency** Licensee agrees that it will provide all currency and supplies for each ATM location.

6.2 **Name Display** Licensee shall have the exclusive right to have its name, or the name of its subsidiaries or business invitees, on all ATMs and ATM housings.

6.3 **Repair** Any and all repairs to be made to ATMs shall be the sole responsibility of the Licensee, at Licensee's sole and exclusive cost.

8. **Termination**

Licensor and Licensee agree that each shall have the right and option to terminate this Agreement by sending thirty (30) days written notice to the other party prior to termination of this Agreement.

9. **Assignability**

Licensor and Licensee agree that Licensee may not transfer, assign or sell its rights under this Agreement to any party. In the event of a change in ownership of Licensee, Licensor shall have the first right of refusal for the purchase of the ATMs at market value. Notwithstanding the foregoing right of first refusal, Licensor shall have the right to terminate the Agreement in the event of a proposed assignment sale or transfer of Licensee's rights through change of ownership or otherwise.

10. **Privacy**

Licensee agrees that it will not share any information regarding customers or accounts with any party. Licensee agrees to cooperate with Licensor and provide all information necessary to comply with any laws or regulations governing the operation of the ATMs or the operation of Licensor's business.

11. **Severability**

In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid law or statute or is declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect.

12. **Entire Agreement**

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed by the parties hereunder. Any prior agreements, promises and negotiations or representations either oral or written relating to the subject matter of this Agreement not expressly set forth herein are of no force and effect.

13. **Headings**

The headings of articles and paragraphs contained in the Agreement are for the reference and convenience of the parties and should not be construed to effect, in any way, the meaning or interpretation of this Agreement.

14. **Gender and Number**

Whenever the context hereof required, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

15. **Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without regard to the choice of law provisions of said State. In the event a reviewing Court deems any provision of this Agreement unenforceable, such provision shall be modified to the extent necessary to become legally enforceable.

16. **Notices**

Any notice or communications required to be given under this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, or delivered by hand to the parties at the addresses set forth below, or at such other addresses as any party may designate to the others by notice hereunder:

17. **Hold Harmless & Indemnification**

Licensee indemnifies and holds the Licensor harmless from any and all claims including legal fees and costs stemming from this agreement and the presence of the ATM machines in the Licensor at any time. Nothing herein shall be construed to waive any immunities the Licensor may assert.

18. Own Risk

Licensee recognizes that the installation of the ATM is of its own risk and that Licensor does not guarantee the security of the ATM or the said location of the ATM.

19. Insurance

During the term of this Agreement, Licensee will obtain and maintain insurance coverage. Licensee agrees to provide Licensor with copies of the certificates which represent all such insurance, and will ensure that such insurance is not subject to modification or termination without at least thirty (30) days' prior written notice to Licensor.

IN Witness Whereof, this License Agreement has been executed on the day and year written.

Licensor:

Licensor of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061

By: Mark G. Fleischhauer

Name: Mark G. Fleischhauer

Its: Village Manager

Licensee:

Meirtran, Incorporated.
3549 Merchandise Drive
~~P.O. Box 5827~~
Rockford, Illinois 61125-60118

By: Mike Boyd

Name: Mike Boyd

Its: President

EXHIBIT "A"

Between the dates of July 14, 2018 and July 15, 2018 the ATM will be located on the south side of the concession stand at the Vernon Hills Athletic Complex, 311 Nike Parkway, Vernon Hills, Illinois.