

**VILLAGE OF VERNON HILLS
RESOLUTION 2023-023**

**A RESOLUTION AUTHORIZING EXECUTION OF INDEMNIFICATION AND HOLD
HARMLESS AGREEMENTS BETWEEN LIBERTYVILLE BANK & TRUST
COMPANY, N.A. AND THE VILLAGE OF VERNON HILLS FOR USE OF PARKING
LOT DURING JULY 4, 2023 FIREWORKS AND VERNON HILLS DAYS**

Whereas, the Village will host a fireworks display on July 4, 2023 at Century Park; and

Whereas, the Village will host Vernon Hills Days from, July 13, 2023 through July 16, 2023 at Century Park; and

Whereas, Libertyville Bank & Trust Company, N.A. owns the parking lot located at 1101 Lakeview Parkway, Vernon Hills, Illinois 60061; and

Whereas, the Village desires to use the parking lot for attendee parking at the July 4 fireworks display, and Vernon Hills Days Festival.

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

That the Village Manager is authorized to execute an Indemnification and Hold Harmless Agreements, attached hereto, between Libertyville Bank & Trust Company, N.A. and the Village of Vernon Hills for the use of their parking lot located at 1101 Lakeview Parkway during the July 4, 2023 fireworks display and the 2023 Vernon Hills Days Festival.

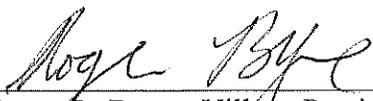
Dated the 20th day of June 2023

Adopted by roll call vote as follows:

AYES: 7 – Oppenheim, Schenk, Takaoka, Forster, Marquardt, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None



Roger L. Byrne, Village President

PASSED: 6/20/2023

APPROVED: 6/20/2023

ATTEST: 6/20/2023



Kevin Timony, Village Clerk



EXHIBIT A

*July 4, 2023 Indemnification and Hold Harmless Agreement with
Libertyville Bank & Trust Company, N.A. and the Village of Vernon Hills*

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is made effective on June __, 2023 by and between Libertyville Bank & Trust Company, N.A. (hereinafter, "Bank") and Village of Vernon Hills (hereinafter, "Customer"). Bank and Customer are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Customer desires to use the Bank's parking lot, located at 1101 Lakeview Parkway, Vernon Hills, Illinois 60061 (the "Parking Lot"), from 5:00 p.m. to 11:00 p.m. on July 4, 2023 (the "Authorized Hours of Use").

WHEREAS, the Bank desires to accommodate Customer's request to utilize the Parking Lot without charge to Customer, so long as such use does not disrupt the Bank's business.

WHEREAS, to induce Bank to permit Customer to use the Parking Lot, Customer agrees to certain limitations and restrictions on such use and to hold the Bank harmless from liability arising from Customer's use of the Parking Lot;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Bank and Customer hereby agree as follows:

TERMS

1. **Indemnification and Hold Harmless.** Customer shall fully defend, indemnify, and hold harmless Bank from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), associated with Customer's use of the parking lot, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Customer, its officers, personnel, employees, agents, contractors, invitees, event participants, or volunteers. This indemnification applies to and includes, without limitation, the payment of all judgments, awards, penalties, fines, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Bank for all legal fees, expenses, and costs incurred by it.

2. **Permitted Use of Bank Parking Lot.** Customer shall only use the Bank's marked and paved parking lot at the 1101 Lakeview Parkway, Vernon Hills, Illinois address. Use of the Bank Parking Lot is at the sole discretion of the Bank and authorized use pursuant to this Agreement may be limited or terminated at any time. If such use is limited or terminated by Bank, Bank shall use reasonable efforts to notify Customer of same. However, Bank shall not be liable for any damages, loss, inconvenience, or other harm to Customer should Bank fail to contact Customer prior to imposing such limitation or termination of use.

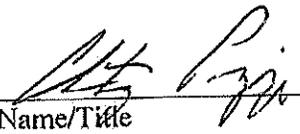
3. Prohibited Use of Parking Lot. Any use by Customer's officers, personnel, employees, agents, invitees, event participants, guests, or contractors of the Parking Lot without Bank's prior written permission other than during the Authorized Hours of Use is strictly prohibited.
4. Representation of Insurance Coverage. Customer represents and warrants that it has, and will continue to have during the term of this Agreement, sufficient insurance in place to cover any losses, claims or demands that may arise out of or relate to Customer's use of the Bank's premises. Customer shall provide Bank with proof of insurance coverage in a form acceptable to the Bank no less than seven (7) business days in advance of the Authorized Hours of Use. Bank shall be named as an Additional Insured.
5. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
6. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
7. No Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
8. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
9. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Illinois law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Illinois law.
10. Applicable Law. This Agreement shall be governed exclusively by the laws of Illinois, without regard to conflict of law provisions.
11. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Illinois. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge

this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

12. Counterparts and Effective Date. This Agreement shall be effective as of the date set forth above. This Agreement may be executed in counterparts and an email or facsimile copy shall be deemed to be an original signature.

AGREED TO BY:

LIBERTYVILLE BANK & TRUST COMPANY, N.A.

By: , BEANCA PRESIDENT
Name/Title

CUSTOMER NAME

By: 

EXHIBIT B

*2023 Vernon Hills Days Indemnification and Hold Harmless Agreement with
Libertyville Bank & Trust Company, N.A. and the Village of Vernon Hills*

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is made effective on June __, 2023 by and between Libertyville Bank & Trust Company, N.A. (hereinafter, "Bank"), and Village of Vernon Hills (hereinafter, "Customer"). Bank and Customer are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Customer desires to utilize the Bank's parking lot, located at 1101 Lakeview Parkway, Vernon Hills, Illinois 60061 (the "Parking Lot"), on the following dates and times:

Thursday, July 13, 2023 from 5:00 p.m. to Midnight
Friday, July 14, 2023 from 5:00 p.m. to Midnight
Saturday, July 15, 2023 from 5:00 p.m. to Midnight
Sunday, July 16, 2023 from 11:00 a.m. to 11:00 p.m.

(The preceding dates and times hereinafter, "Authorized Hours of Use").

WHEREAS, the Bank desires to accommodate Customer's request to utilize the Parking Lot without charge to Customer, so long as such use does not disrupt the Bank's business;

WHEREAS, to induce Bank to permit Customer to use the Parking Lot during the Authorized Hours of Use, Customer agrees to certain limitations and restrictions on such use and to hold the Bank harmless from liability arising from Customer's use of the Parking Lot;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Bank and Customer hereby agree as follows:

TERMS

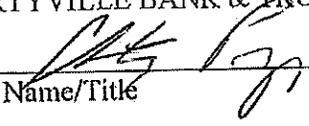
1. **Indemnification and Hold Harmless.** Customer shall fully defend, indemnify, and hold harmless Bank from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), associated with Customer's use of the parking lot, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Customer, its officers, personnel, employees, agents, contractors, invitees, event participants or volunteers. This indemnification applies to and includes, without limitation, the payment of all judgments, awards, penalties, fines, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Bank for all legal fees, expenses, and costs incurred by it.
2. **Permitted Use of Bank Parking Lot.** Customer shall only use the Bank's marked and paved parking lot at the 1101 Lakeview Parkway, Vernon Hills, Illinois address. Use of the Bank Parking Lot is at the sole discretion of the Bank and authorized use pursuant to this Agreement may be limited or terminated at any time. If such use is limited or terminated by Bank, Bank shall use reasonable efforts to notify Customer of same. However, Bank shall not be liable for

this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

12. Counterparts and Effective Date. This Agreement shall be effective as of the date set forth above. This Agreement may be executed in counterparts and an email or facsimile copy shall be deemed to be an original signature.

AGREED TO BY:

LIBERTYVILLE BANK & TRUST COMPANY, N.A.

By:  BRANCH PRESIDENT
Name/Title

CUSTOMER NAME

By: 