

**LICENSE AGREEMENT BETWEEN THE CITY OF NAPERVILLE
AND THE NAPERVILLE ASTRONOMICAL ASSOCIATION**

THIS LICENSE AGREEMENT is entered into this ____ day of _____, 2025, by the City of Naperville, an Illinois Municipal Corporation, with offices at 400 South Eagle Street, Naperville, Illinois 60540 (hereinafter referred to as “LICENSOR”) and the Naperville Astronomical Association (hereinafter referred to as “LICENSEE”), with offices at 29W304 103rd Street, Naperville, Illinois 60564-5719.

WHEREAS, the purpose of this Agreement is to define the relationship between LICENSOR and LICENSEE, a local amateur astronomy society, regarding the placement and operation of LICENSEE’S astronomical observation facilities (hereinafter referred to as “FACILITIES”) on the grounds of the LICENSOR’S Springbrook Water Reclamation Center, located at 3712 Plainfield/Naperville Road, Naperville, Illinois (hereinafter referred to as “SPRINGBROOK” or “PREMISES”); and

WHEREAS, LICENSOR has provided land to LICENSEE to locate its FACILITIES on the PREMISES since 1973 free of charge, and in return, LICENSEE has offered regular free educational programs to the public, both at its FACILITIES and other area locations; and

WHEREAS, LICENSEE shall be permitted to continue to locate its FACILITIES on the PREMISES pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements stated herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The above recitals are incorporated herein as though fully set forth.

2.0 LICENSED PROPERTY

2.1 LICENSEE shall have a license to locate its existing FACILITIES on the fenced-in southeast areas of the PREMISES, immediately east of LICENSOR'S bio-solids processing building, of the property commonly known as Springbrook Water Reclamation Center, located at 3712 Plainfield/Naperville Road, Will County, Naperville, Illinois P.I.N. 01-123-00005 (hereinafter referred to as "SPRINGBROOK" or "PREMISES"), for the purposes of maintaining observatories and conducting related activities.

2.2 The PREMISES shall be and remain the sole property of LICENSOR and LICENSEE shall have only the privilege of use of the part thereof provided in this Agreement.

2.3 LICENSEE shall pay to LICENSOR the sum of \$1.00 as compensation for the license granted by this Agreement due and payable upon the execution of this Agreement by the parties.

2.4 LICENSEE shall not erect any FACILITIES or permanent structures on the PREMISES without the LICENSOR'S expressed written consent other than those FACILITIES that exist on the PREMISES on the effective date of this Agreement.

2.5 LICENSEE shall at all times ensure that its employees, agents, contractors, subcontractors, members, invitees and officers neither take nor attempt to take any action whatsoever that interferes with LICENSOR'S operations on the PREMISES.

2.6 LICENSEE shall provide LICENSOR with access to LICENSEE'S facilities at all times upon LICENSOR'S request.

3.0 TERM OF LICENSE

3.1 The term of this Agreement shall be twenty (20) years to commence on the date set forth above, unless terminated at an earlier date by either party pursuant to Section 8.0 of this

Agreement. This Agreement shall renew on a month to month basis upon the expiration of its term unless terminated by either party in writing pursuant to the provisions of Section 17.0 of this Agreement.

4.0 UTILITY SERVICE AND OTHER COSTS

4.1 LICENSEE shall be responsible for the provision of temporary signage on the PREMISES. Any temporary signs shall meet the requirements of the City of Naperville Municipal Code.

4.2 LICENSEE shall be responsible for procuring and paying for any temporary or permanent use permits and any other applicable permits.

4.3 LICENSOR shall provide reasonable 240VAC electrical service to LICENSEE'S facilities at no charge to LICENSEE.

4.4 LICENSEE shall provide portable restroom facilities for use by LICENSEE for LICENSEE'S events held on the PREMISES.

5.0 LICENSEE'S MAINTENANCE

5.1 LICENSEE shall at all times be responsible for the maintenance and repair of its FACILITIES located on the PREMISES of whatsoever kind or nature.

5.2 LICENSEE shall secure the PREMISES from access by unauthorized persons.

5.3 LICENSOR and LICENSEE agree that the PREMISES shall be delivered "as is." All work not provided herein shall be performed by LICENSEE at LICENSEE'S expense.

5.4 LICENSEE shall not, without the prior written consent of LICENSOR, make any alterations, improvements, or additions to the PREMISES.

5.5 LICENSEE shall at all times keep the FACILITIES and parts of the Premises as utilized by LICENSEE in good order, condition and repair and clean, sanitary and safe condition

and shall not take any action that may cause the PREMISES to be in violation of applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies.

5.6 At the expiration of this Agreement or upon its termination by either party, LICENSEE shall surrender the parts of the PREMISES utilized for the FACILITIES by LICENSEE in the same condition as they were in on the Commencement Date, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys for the PREMISES and all keys or combinations for all locks, safes and (or) vaults left on the PREMISES by LICENSEE (if any), to LICENSOR at LICENSOR'S Notice Address as set forth in Section 17.0 of this Agreement. In addition, LICENSEE shall remove any and all of its FACILITIES located on the PREMISES within sixty (60) days after the expiration of this Agreement or upon its termination by either party. Structures and fixtures placed on the PREMISES by LICENSEE are, and shall remain, LICENSEE'S sole property.

5.7 LICENSEE shall not cause or permit the use, storage, escape, disposal or release of any hazardous substances in or about the PREMISES.

6.0 INDEMNIFICATION

6.1 LICENSEE shall indemnify, hold harmless and defend LICENSOR, its elected or appointed officials, officers, employees, attorneys, representatives and agents from any and all claims, suits, actions, costs and fees of every nature or description arising from any negligent act or omission, neglect, or misconduct of LICENSEE, its employees, agents, contractors, subcontractors, members, invitees and officers. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

6.2 Nothing contained herein shall be construed as prohibiting LICENSOR, its commissioners, officers, agents, or its employees, from defending, through the selection and use of

their own agents, attorneys, and experts, any claims, actions, or suits brought against them. LICENSEE shall be liable for the costs, fees and expenses incurred in the defense of any such claims, actions or suits if due to any negligent act or omission, neglect, or misconduct of LICENSEE, its employees, agents, contractors, subcontractors, members, invitees and officers.

7.0 INSURANCE

7.1 LICENSEE shall maintain on the PREMISES at all times during the term of this Agreement, or any renewal thereof, a policy or policies of comprehensive premises and operations liability and property damage insurance with not less than \$2,000,000.00 combined single limit for both bodily injury and property damage which policy or policies shall name LICENSOR as an additional insured. Said policy or policies shall require thirty (30) days advance written notice to LICENSOR prior to amendment or cancellation.

7.2 LICENSEE shall provide written proof of the insurance required in Paragraph 7.1 above, including a certificate of insurance naming the LICENSOR as an additional insured, prior to the execution of this Agreement.

8.0 TERMINATION

8.1 LICENSOR may terminate this Agreement upon giving the LICENSEE thirty (30) days written notice of its intent to terminate this Agreement and vacate the PREMISES if LICENSEE fails to comply with any material provision of this Agreement. LICENSEE shall have thirty (30) days to cure its failure to comply with any material provision of this Agreement. If such material default is not cured within said thirty (30) days, LICENSOR shall have the immediate and unilateral right to terminate this Agreement.

8.2 LICENSEE may terminate this Agreement upon giving LICENSOR thirty (30) days notice. Upon such thirty (30) days notice, LICENSEE shall have sixty (60) days to vacate the

PREMISES and leave the PREMISES in the same or better condition, as it was prior the execution of this Agreement and remove its FACILITIES in accordance with Section 5.6 of this Agreement.

8.3 The LICENSOR may terminate this Agreement without cause upon giving the LICENSEE thirty (30) days written notice of its intent to terminate from the Office of Naperville City Manager. Upon such thirty (30) days notice, LICENSEE shall have one-hundred and eighty (180) days to vacate the PREMISES and leave the PREMISES in the same or better condition, as it was prior the execution of this Agreement and remove its FACILITIES otherwise in accordance with Section 5.6 of this Agreement.

8.4 The obligations of the parties under this Agreement, to the extent that they arose while the Agreement was in effect and remained unfulfilled at the time of termination, shall survive the termination of this Agreement. Any such termination shall not release either LICENSOR or LICENSEE from any liabilities, claims, or obligations arising hereunder including, but not limited to, indemnities which may have accrued or are accruing prior to, or at the time of termination.

9.0 SITE ACCESS AND RESPONSIBILITIES

9.1 LICENSEE shall require special training and testing of its members, and such members shall become “authorized observatory operators.” LICENSEE’S authorized observatory operators shall include LICENSEE’S officers.

9.2 LICENSEE shall keep LICENSOR supplied with a current written list of the names of LICENSEE’S officers and authorized observatory operators. LICENSOR reserves the right to review the list of LICENSEE’S officers and authorized observatory operators and forbid those persons whom LICENSOR reasonably believes pose a security risk to enter the PREMISES at any time.

9.3 LICENSEE shall be required to have an authorized observatory operator present each

and every time LICENSEE'S FACILITIES are used or visited.

9.4 LICENSEE'S authorized observatory operators shall contact LICENSOR'S SPRINGBROOK plant operator on duty within a reasonable period of time prior to any visit to the FACILITIES by LICENSEE'S members outside of regular weekday business hours, defined as 8:00 a.m. through 5:00 p.m., and to use LICENSOR'S standard guest sign-in procedures if LICENSEE'S members visit during said business hours. LICENSEE'S members shall also be instructed to follow any special temporary access change guidelines issued by LICENSOR and to follow any special guidelines presented to them by LICENSOR'S staff, including, but not limited to, temporary access restrictions or inability to turn off PREMISES lighting because of work in progress on the PREMISES or other considerations.

9.5 LICENSOR shall make every effort to maintain normal access to the LICENSEE'S observatories by LICENSEE and its authorized observatory operators, following standardized access procedures issued by LICENSOR. When feasible, LICENSOR'S staff shall provide assistance to LICENSEE'S observatory users by providing them with access to the PREMISES and, when it does not interfere with the operation of the LICENSOR'S facilities located on the PREMISES, shutting down grounds lighting when requested by LICENSEE.

10.0 PROHIBITED ACCESS

10.1 With the exception of the LICENSEE'S officers and when pre-arranged with a division manager or supervisor of LICENSOR, LICENSEE'S access to the PREMISES shall be prohibited during any period when the United States Department of Homeland Security, or other similar governmental agency, has issued a heightened terrorism threat level as indicated by the color code Orange ("High Risk") or Red ("Imminent Risk").

10.2 If during the term of this Agreement, the United States Department of Homeland

Security, or other similar governmental agency, changes the color coded system by which it issues heightened terrorism threat level notifications, LICENSOR shall advise LICENSEE of the new system pursuant to the provisions of Section 17.0 of this Agreement.

10.3 LICENSOR reserves the right to temporarily restrict and prohibit LICENSEE'S access to the PREMISES at any time and for any reason and for any length of time deemed appropriate by LICENSOR. When this right is exercised, LICENSOR shall notify LICENSEE.

11.0 EVENT REQUESTS AND NOTIFICATION

11.1 For group and public events held on the PREMISES, LICENSEE shall request to hold such events with LICENSOR at least two days in advance in writing pursuant to the provisions of Section 17.0 of this Agreement. LICENSOR shall approve or disapprove said requests prior to the requested date.

11.2 LICENSOR shall hold the security gate located at the PREMISES' main entrance open during approved events.

11.3 At all approved events, LICENSEE shall give LICENSOR a written list of the names, street addresses, and dates of birth of each person attending the event. This information shall be given to LICENSOR'S operator on duty at SPRINGBROOK, to be added to LICENSOR'S facility access logs.

11.4 LICENSEE shall notify LICENSOR at least fourteen (14) days in advance of any event at which LICENSEE invites non-members of LICENSEE'S organization to attend on the PREMISES pursuant to the provisions of Section 17.0 of this Agreement. If at any event, attendance reaches a level where the parking areas on the PREMISES are filled to capacity, further vehicles will be turned away at the main gate.

12.0 TRAFFIC CONTROL

12.1 LICENSEE shall be fully responsible for managing all traffic generated at any events it holds on the PREMISES and for keeping all attendees at such events within specified areas designated by LICENSOR. At LICENSOR'S option, LICENSOR may take responsibility for managing traffic control at LICENSEE'S events and LICENSEE may be required to share in said responsibility at the direction of LICENSOR.

13.0 FACILITY MAINTENANCE AND APPEARANCE

13.1 LICENSEE shall be fully responsible for the upkeep of its FACILITIES, and for keeping the exterior appearance of those FACILITIES up to reasonable standards. LICENSOR shall be responsible for the regular grounds maintenance in the area of the observatories, including seasonal lawn mowing and snow plowing in the parking and access road areas.

14.0 ACCEPTANCE OF PREMISES BY LICENSEE

14.1 The taking of possession of the PREMISES proscribed by this Agreement by LICENSEE shall be conclusive evidence as against LICENSEE that said PREMISES are in good and satisfactory condition when possession of the same is taken.

15.0 WAIVER

15.1 No waiver of any breach of any one or more of the conditions or covenants of this Agreement by LICENSOR or by LICENSEE shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement.

16.0 AMENDMENT OR MODIFICATION

16.1 Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed

by the parties in the same manner as the execution of this Agreement.

17.0 NOTICES

17.1 Any notices, reports, payments, requests, instructions, correspondence or other documents required or permitted to be given under this Agreement by any party to another shall be deemed sufficient if made in writing and sent by United States mail, delivered personally, by email, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

For LICENSOR:

Darrell Blennis, Director of Public Utilities- Water
City of Naperville
400 South Eagle Street
Naperville, IL 60540
e-mail: blennisd@naperville.il.us

For LICENSEE:

Naperville Astronomical Association
c/o Drew Carhart
29W304 103rd Street
Naperville, IL 60564-5719
e-mail: observatory@naperastro.org

17.2 Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.0 CHOICE OF LAW

18.1 The laws of the State of Illinois shall apply to the interpretation of this document.

19.0 ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire Agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

19.2 This Agreement may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of LICENSOR and LICENSEE.

20.0 VENUE

20.1 Venue for any action taken by either LICENSOR or LICENSEE, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

21.0 SEVERABILITY

21.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

22.0 SECTION HEADINGS

22.1 The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

23.0 SUCCESSOR AND ASSIGNS

23.1 LICENSOR and LICENSEE each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors administrators and assigns of such other party in respect to all covenants of this Agreement. LICENSEE shall not assign, sublet or transfer its interest in this Agreement without the express written consent of LICENSOR. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of LICENSOR, nor shall it be construed as giving any right or benefits hereunder to anyone other than LICENSOR and LICENSEE.

24.0 AUTHORIZATIONS

24.1 LICENSEE'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by LICENSEE'S board of directors or its by-laws to

execute this Agreement on its behalf. The City Manager and City Clerk hereby warrant that they have been lawfully authorized by the City Council to execute this Agreement. LICENSEE and LICENSOR shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all articles of incorporation, by-laws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties set their hands and seals as of the date first written above.

CITY OF NAPERVILLE

**NAPERVILLE ASTRONOMICAL
ASSOCIATION**



By: Douglas A. Krieger
Its: City Manager

By: Thomas C. Cole
Its: President

ATTEST

ATTEST



By: Dawn Portner
Its: City Clerk

By: Kathryn M. Nunes
Its: Secretary