LICENSE AGREEMENT

License Agreement between the Village of South Holland and _____
Premises at 16114 South Park Avenue, South Holland, Illinois

This License Agreement made as of the Date of License set forth in the following Schedule of Significant Terms ("Schedule"), by and between the Village of South Holland (the "Licensor") and _____ (the "Licensee") of a certain Shop at Town Center located at 16114 South Park Avenue, South Holland, Illinois ("Property"). Under no circumstances shall this agreement be considered a lease of real property.

SCHEDULE OF SIGNIFICANT TERMS

For purposes of this License, the terms set forth below shall have the meanings or be assigned the amounts as follows:

Date of License: _____

Term of License: _____ from 12:00 a.m. (the "Commencement Date") to 11:59p.m. on _____ (the "Expiration Date").

Base License Fee: $4,080 for the Term of License less the initial deposit. Base License Fee in the amount of $260 installments will be due the 1st of each month, beginning May 2027 and ending December 2027.

Initial Deposit: A partially refundable initial deposit in the amount of $2,500 is due at the time of signing this License Agreement. $500 of this deposit may be refundable at the end of the program.

Licensed Premises: Retail space at the Property measuring approximately twelve feet by sixteen feet (12' by 16') (hereinafter referred to as the "Premises" or "Building).

Project Manager: The Premises and the Property shall be managed by the Village of South Holland (hereinafter referred to as the "Project Manager"). All notices, communications, and payments shall be provided to the Project Manager unless otherwise indicated in writing.

WITNESSETH:

Licensor hereby grants to Licensee, and Licensee hereby accepts the use of the Premises for a term (herein called the "Term") commencing on the Commencement Date and ending on the Expiration Date, paying as License Fees therefore the sums hereinafter provided.

IN CONSIDERATION THEREOF, THE PARTIES HERETO COVENANT AND AGREE:

1. Term. The Term of this License shall commence at 12:00 a.m. on _____ and shall extend until 11:59 p.m. on _____.

2. Base License Fee. Licensee shall pay to the Village of South Holland (as otherwise referred to as the "Property Manager") for use of the Premises in the amount stipulated in the Schedule of Significant Terms, payable in monthly installments which shall be due no later than the first (1st) day of each calendar month from May to December of license year ("Base License Fee"). Base License Fee and all other amounts becoming due from Licensee to Project Manager (herein collectively called the "License Fees") shall be paid in lawful money of the United States to the Property Manager at its office or as otherwise designated by written notice from Project Manager to Licensee. The obligation to pay License Fees hereunder is independent of each and every other covenant and agreement contained in this License. License Fees not paid by the fifth (5th) day of each month from May to December shall result in a late fee of $75 for each occurrence.

3. Use of Premises.

a. Licensee hereby acknowledges that the Premises are controlled by a governmental body. Licensee shall use the Premises for retail operations ("Permitted Use"). Licensee shall not abandon or leave vacant the Building and shall not allow anyone other than Licensee, its employees, or agents to operate it. Licensee shall not conduct an auction, going-out-of-business sales, bankruptcy sales, or similar practice. Licensee shall not add new products or services unless permission is granted in writing by the Project Manager prior to doing so. The Permitted Use shall only occur continuously and uninterruptedly during the following hours unless permission for shortened or extended hours has been granted in writing by the Project Manager.

Fridays: 12pm-8pm
Saturdays: 10am-6pm
Sundays: 12pm-6pm

b. The Property shall consist of other licenses buildings (the "Shops"). As a group, the Licensees operating at the Shops will have one opportunity to change the above hours. The change must be submitted to Village Staff in the Community Development Department and agreed upon by all Licensees on the Property.

c. If use or possession of the Premises by Licensee is temporarily restricted by the Village of South Holland, for reasons beyond those provided in Sections 3.a., 4 and 10, the Village of South Holland shall provide Licensee with a temporary location (the "Temporary Premises") of similar size and nature, to the extent available, to enjoy until such time as the full use and possession of the Premises is returned to the Licensee. Such relocation to Temporary Premises shall not be deemed an eviction and shall not relieve Licensee from paying License Fees or performing any of its obligations under this License.

d. If use or possession of the Premises by Licensee is temporarily restricted by an Act of God or government mandate, the License Fee shall be prorated. Act of God does not include inclement weather.

_____Licensee Initials

4. Alterations. Licensee shall not, without the prior written consent of the Village of South Holland, in each instance, make any alterations, improvements, or additions to the Premises. If the Village of South Holland consents to said alterations, improvements, or additions, it may impose such conditions with respect thereto as Community Development Staff deems appropriate, including, without limitation, requiring Licensee to furnish Staff with security for the payment of all costs to be incurred in connection with such work or the construction of temporary structures, insurance against liabilities which may arise out of such work or the construction of temporary structures, plans and specifications and permits necessary for such work, as may be applicable.

5. Utilities/Services. Licensee agrees that Licensor and its beneficiaries and their agents shall not be liable in damages, by abatement of License Fees or otherwise, for failure to furnish or delay in furnishing any service when such failure or delay is occasioned, in whole or in part, by repairs, renewals, or improvements, by any strike, lockout, or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Premises after reasonable effort to do so, by any accident or casualty whatsoever, by the act or default of Licensee or other parties including, without limitation, Licensee's failure to maintain the Premises in good condition and repair, or by any cause beyond the reasonable control of Licensor; and such failures or delays shall never be deemed to constitute an eviction or disturbance of the Licensee's use and possession of the Premises or relieve the Licensee from paying License Fees or performing any of its obligations under this License. Licensee agrees to cooperate fully, at all times, with Licensor in abiding by all reasonable regulations and requirements which Licensor or Project Manager may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Property.

a. In addition to the Base License Fee, an $80 per month fee will be charged to each Licensee to cover Common Area Maintenance (CAM) expenses, including, but not limited to, electricity, WiFi, waste removal, water, sewer, and landscaping. This CAM fee is due no later than the first (1st) day of each calendar month during the Term of License.

b. Licensee shall make arrangements directly with the telephone/internet company servicing the Premises for such telephone/internet service beyond WiFi in the Premises as may be desired by Licensee, provided there is no alteration to the Premises or Property. Licensor and their agents are not responsible for any missed sales or damages that may happen from the lack of internet.

c. Licensee shall secure the Premises. Licensee is responsible for its own security measures to keep its Building, inventory, and person secure. Licensor may provide security cameras, but this service is not guaranteed. If Licensor provides cameras, Licensee is responsible for monthly fees and maintenance. Licensor will also provide external cameras, external lighting, door locks, and a gated fence to promote security. Licensor and its agents are not responsible for any damaged or stolen property.

d. If Licensee desires telegraphic, telephonic, additional internet services, burglar alarm, computer installations or signal service (which service shall be installed and maintained at Licensee's sole expense), Project Manager shall, upon request, direct plans and specifications for all connections and wiring for such service. Additionally, the Project Manager shall have the right

to approve or disapprove all plans and specifications for such service prior to any installation and to refuse permission for such installation. In the absence of such approval and directions from the Project Manager, Licensee shall make no modifications including borings, or cutting, or installation of conduit including any wires or cables in or about the Premises and/or the Property.

6. Condition and Care of Premises. Licensee shall, at its own expense and to the extent of its licensed use of the Premises, keep the Premises in good repair and condition and shall promptly and adequately repair all damage to the Premises caused by Licensee or any of its employees, agents, or guests, including replacing or repairing all damaged or broken glass, fixtures, scuffed or damaged flooring or walls, and appurtenances resulting from any such damage, under the supervision and with the approval of Project Manager and within any reasonable period of time specified by Project Manager. Licensee shall take special care to keep all areas of the Premises which are visible by or accessible to the public in good order and appearance.

7. Option to Terminate. Licensor shall have the option to terminate this Agreement, at its sole discretion, upon written notice to the Licensee. Upon termination, Licensee shall pay all License Fees due and owing to Licensor and shall vacate and return the Premises as set forth in Section 8 below. Please note, excessive tardiness, understaffed hours, or early closures may result in termination of the Agreement.

8. Return of Premises. At the termination of this License by lapse of time or otherwise or upon termination of Licensee's right to use the Premises, Licensee shall surrender possession of the Premises to Licensor, deliver all keys to the Premises to Licensor, make known to the Licensor the combination of all locks of vaults remaining in the Premises, and shall return the Premises and all equipment and fixtures of the Licensor therein to Licensor in as good condition as when Licensee took occupancy, except as to reasonable wear, loss or damage by fire or damage resulting from the wanton act of Licensor or its employees and agents. Licensee shall remove any alterations, additions, or improvements, including but not limited to wallpaper and non-standard paint colors. Licensor may restore the Premises and such equipment and fixtures to such condition, and Licensee agrees it shall pay the cost thereof to Licensor on demand.
_____Licensee Initials

9. Holding Over. The Licensee shall pay Licensor for each day Licensee retains occupancy of the Premises or any part thereof after termination of this License, by lapse of time or otherwise, an amount which is fifty dollars ($50) per day. Nothing in this Section contained, however, shall be construed or operate as a waiver of Licensor's right of re-entry or any other right of Licensor.

10. Waiver of Claims; Indemnity by Licensee.

a. To the extent not expressly prohibited by law, Licensee releases Licensor, its elected officials, officers, agents, servants, and employees, from and waives all claims for liability, loss, and damages to person or property sustained by the Licensee or by any occupant of the Premises or the Property, or by any other person, resulting directly or indirectly arising out of this License or Permitted Use. This Section 10(a) shall not operate as a release of Licensor from liability for the intentionally wrongful conduct of Licensor or its agents or employees. This Section 10 shall

_____Licensee Initials

apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors, or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, outside the Premises, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. If any damage to the Premises or the Property or any equipment or appurtenances therein, whether belonging to Licensor or to other licensees or occupants of the Property or otherwise, results from any negligent or wrongful acts of the Licensee, its employees, agents, vendors, or invitees, Licensee shall be liable therefore and Licensor may, at Licensor's option, repair such damage, and Licensee shall upon demand by Licensor reimburse Licensor for all reasonable costs of such repairs and damages in excess of amounts, if any, paid to Licensor under insurance covering such damages. All personal property belonging to the Licensee or any occupant of the Property shall be there at the risk of the Licensee or other person only, and Licensor shall not be liable for damage thereto or theft or misappropriation thereof.

b. To the extent not expressly prohibited by law, Licensee agrees to assume all risk of loss and to hold Licensor and its elected officials, officers, employees, beneficiaries, and their agents, servants, and employees, harmless and to indemnify each of them against claims, losses, and liabilities, including reasonable attorneys' fees, and for injuries to persons and damage to or theft or misappropriation or loss of property occurring in or about the Premises arising from Licensee's negligence or wrongful acts, or any negligence or wrongful acts on the part of any employee, agent, vendor, or invitee of Licensee relating to the Permitted Use, or from any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this License or due to any other act or omission of the Licensee, its agents, or employees.

c. Neither Licensor nor Licensee shall cause or permit any hazardous materials to be used, stored, released, handled or produced in, on or about the Premises or Property, including, but not limited to, substances used for pyrotechnics or other special effects, except in strict compliance with all applicable laws and as previously approved by Licensor. Licensor and Licensee each agree to indemnify and hold the other party harmless from all damages, liability, and expense (including reasonable attorneys' fees) arising from a breach of the foregoing covenant by the indemnifying party.

11. Damage or Destruction by Casualty.

a. If the Premises or any part of the Property shall be damaged by fire or other casualty not caused by the intentional or negligent act of Licensee, its agents or employees, and if such damage does not render all or a substantial portion of the Premises or the Property unusable, then Licensor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Licensor's control. If any such damage renders all or a substantial portion of the Premises or the Property unusable, Licensor shall, with reasonable promptness after the occurrence of such damage and in good faith, estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Licensee of such estimate. If it is so estimated that the amount of time required to substantially

complete such repair and restoration will exceed ninety (90) days from the date such damage occurred, then either Licensor or Licensee (but as to Licensee only if all or a substantial portion of the Premises are rendered unusable and the estimated time to substantially complete the repair or restoration of the Premises will exceed such ninety (90) days from the date of the fire or other casualty) shall have the right to terminate this License as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Licensor gives Licensee the notice containing said estimate (it being understood that Licensor may, if it elects to do so, also gives such notice of termination together with the notice containing said estimate). Unless this License is terminated as provided in the preceding sentence, Licensor shall proceed with reasonable promptness and all due diligence to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Licensor's control, and also subject to zoning laws and building codes then in effect. Licensor shall have no liability to Licensee, and Licensee shall not be entitled to terminate this License (except as hereinafter provided) if such repairs and restoration are not in fact completed within the time period estimated by Licensor, as aforesaid, or within said ninety (90) days, so long as Licensor shall proceed with reasonable promptness, and due diligence. Licensee shall not have the right to terminate this License pursuant to this Section 11 if the damage or destruction was caused by the intentional or negligent act of Licensee, its agents, employees, entertainers, vendors, guests, or invitees.

b. In the event any such fire or casualty damage not caused by the intentional or negligent act of Licensee, its agents or employees, renders the Premises substantially unusable and Licensee is not occupying the Premises and if this License is not terminated pursuant to the foregoing provisions of Section 11 by reason of such damage, then License Fees shall abate during the period beginning with the date of such damage and ending with the date when Licensor substantially completes its repair and restoration work. Such abatement shall be in an amount bearing the same ratio to the total amount of License Fees for such period as the portion of the Premises being repaired and restored by Licensor and not heretofore delivered to Licensee from time-to-time bears to the entire Premises. In the event of termination of this License pursuant to this Section 11, License Fees shall be apportioned on a per diem basis and be paid to the date of such fire or other casualty.

c. In the event of any such fire or other casualty, and if the License is not terminated pursuant to the foregoing provisions of this License, Licensee shall repair and restore any portion of alterations, additions or improvements made by or on behalf of Licensee in the Premises, and during any such period of Licensee's repair and restoration following substantial completion of Licensor's repair and restoration work, License Fees shall be payable as if said fire or other casualty had not occurred.

12. Condemnation. If all or a substantial part of the Property, or any part thereof which includes all or a substantial part of the Premises, shall be condemned by any competent authority for any public or quasi-public use or purpose, the Term of this License shall terminate upon and not before the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award to or for the benefit of Licensee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Property, the taking of which would, in Licensor's opinion, prevent the economical operation of the Property, or if the grade of any street or alley adjacent to the Premises is changed by any

competent authority, and such taking or damage or change of grade makes it necessary or desirable to remodel the Property to conform to the taking or damage, Licensor shall have the right to terminate this License upon not less than thirty (30) days' notice prior to the date of termination designated in the notice. In either of the events above referred to, License Fees shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Licensor to the Licensee for the right of termination, and the Licensee shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or the change of grade; provided, however, that Licensee shall have the right to pursue separately against the condemning authority any award available separately to Licensee for Licensee's moving and relocation expenses.

13. Default; Rights and Remedies.

a. The occurrence of any one or more of the following matters constitutes a Default by Licensee or Licensor under this License:

(i) Failure by Licensee to pay License Fees, CAM fee, or any installment thereof when due;

(ii) Failure by Licensee to pay all License Fees within the first 5 (5) days of each calendar month due the term of this License Agreement will result in a $75 late fee;

(iii) Failure by Licensee or Licensor to observe or perform any covenant, agreement, condition, or provision of this License; and

(iv) The occurrence of any illegality on the part of Licensee, its employees, vendors, contractors, or guests including violations of state, federal or local laws.

b. If a Default occurs which has not been cured or remedied during the applicable grace period, either party shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive each party of any other right or remedy allowed it by law, the respective party may terminate this License by giving to the other party written notice of its election to do so, in which event the Term of this License shall end, and all right, title and interest of the respective party hereunder shall expire, on the date stated in such notice.

c. Failure by Licensor at any time to give notice of any Default, or to require compliance with any condition or provision of this Agreement shall not be deemed a waiver.

14. Insurance. Upon execution of this agreement, Licensee shall provide the Project Manager with a certificate of insurance naming the Village of South Holland as a Certificate Holder and its elected and non-elected officials, employees, and agents as additional insureds using the language "Additional Insured: Village of South Holland, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." Licensee shall carry insurance during the entire term hereof, insuring Licensee and Licensor and Licensor's agents and beneficiaries as Additional Insureds, as directed by the Licensor, with terms, coverages, and levels of insurance and carriers acceptable to the Licensor, including but not limited to, Liability

and Workers' Compensation, with the following coverages in the following amounts:

a. Comprehensive commercial general liability coverage for general liability, including fire, legal liability, bodily injury, personal injury, and property damage limits, on an occurrence basis, a minimum combined single limit of an amount not less than $1,000,000.00 combined single limit per occurrence;

b. “All risk” physical damage insurance, including sprinkler leakage, for the full replacement cost of all additions, improvements, and alterations to the Premises and of all furniture, trade fixtures, office equipment, entertainment equipment, including, but not limited to, light fixtures or displays, merchandise, and all other items of Licensee’s property on the Premises;

c. Workers’ Compensation Insurance, as required by Illinois law, and Employers’ liability coverage of $500,000.00 per occurrence.

d. The foregoing insurance may be provided by a company-wide blanket insurance policy or policies maintained by or on behalf of Licensee, provided that the same is reasonably satisfactory to Licensor.

Any company writing any insurance which Licensee is required to maintain or cause to be maintained pursuant to the terms of this License (all such insurance as well as any other insurance pertaining to the Premises or the operation of Licensee’s business therein being referred to as “Licensee’s Insurance”), as well as the form of such insurance, shall at all times be subject to Licensor’s reasonable approval, and each such insurance company shall have an A.M. Best rating of “A-” or better and shall be licensed and qualified to do business in the State of Illinois. All policies evidencing Licensee’s Insurance (except for Workers’ Compensation Insurance) shall specify Licensee as the named insured and the Additional Insureds as additional insureds. Provided that the coverage afforded Licensor and any designees of Licensor shall not be reduced or otherwise adversely affected, all of Licensee’s Insurance may be carried under a blanket policy covering the Premises and any other of Licensee’s locations. All policies of Licensee’s Insurance shall contain endorsements that the insurer(s) will give to Licensor and its designees at least thirty (30) days’ advance written notice of any change, cancellation, termination, or lapse of said insurance. Licensee shall be solely responsible for payment of premiums for all of Licensee’s Insurance.

Licensee shall deliver to Project Manager at least fifteen (15) days prior to the time Licensee’s Insurance is first required to be carried by Licensee and upon renewals at least fifteen (15) days prior to the expiration of any such insurance coverage, a certificate of insurance of all policies procured by Licensee in compliance with its obligations under this License. The limits of Licensee’s Insurance shall in no event limit Licensee’s liability under this License.

15. Signage and Marketing.

a. Licensee must provide a business logo for on-site signage. Once signage has been designed, any change to the sign or logo will be at the expense of the Licensee.

b. Licensee also agrees to participate in cooperative marketing endeavors with the Licensor, Project Manager, and fellow licensees of the Property.

_____Licensee Initials

c. Licensee must provide product and business images, event details, and other program-related information as requested by the Project Manager or authorized representative.

16. Licensee Equipment. Any and all equipment brought onto the Premises by the Licensee shall be solely for a Permitted Use. Such equipment is the exclusive property of the Licensee.

17. Property Taxes. Property taxes shall not be levied against the Property.

18. Training. Licensee shall attend monthly training sessions with business leaders. Trainings will be facilitated by the Project Manager or designated business experts. Failure to attend one or more training sessions unless prior written approval is given will constitute a breach of this License Agreement.

19. Sales Tax Reporting. Licensee agrees to submit monthly sales reports to Project Manager no later than the second Friday of each month from May to December of the license year.

20. **On Site Events.** Licensee also agrees to host at least two events on site at the Shops. The events must be submitted to Project Manager at least 3 weeks in advance to obtain approval for the use of the space. Licensee must also submit any and all marketing materials for the event at least 2 weeks prior to the event, as well as submit any required certifications or permits needed. Licensee must adhere to all federal, state, and local health guidelines when hosting events.

21. Successful Graduation from Cohort Program. To successfully graduate from the cohort program, the Licensee must:

(1) Pay all fees as required unless prior written exemption was given by the Executive Director;

(2) Maintain the hours as detailed in Section 3(a) unless prior written approval was given by the Executive Director;

(3) Attend all training sessions as mentioned in Section 18 unless prior written approval was given by the Executive Director;

(4) Submit monthly sales data as mentioned in Section 19; and

(5) Meet Expectations on all Business Basic Categories Included on the Vendor Report Card: Communication, Events/Collaboration, Marketing, Store/Product Layout, Site Manager Duties, and Respectfulness to Others.

(6) Meet all additional expectations set in the Vendor Expectations sheet (Exhibit A).

22. Miscellaneous. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this License, which alone fully and completely expresses the agreement between Licensor (and its beneficiary and their agents) and Licensee. Additionally,

Licensee will secure and keep in good standing the appropriate business licenses and permits as required by local, state, and federal laws.

Licensee shall not transfer or assign Licensee's rights under this Agreement or this License, or sub-license its rights hereunder, to a third party, without first obtaining Project Manager's written consent, which may be withheld if the Project Manager believes the transferring party does not meet the same standards as Licensee; provided, however, Project Manager's consent shall not be required for any assignment, transfer or sub-license of this License to a third party who or which is: (a) the surviving entity in a merger between Licensee and such third party; or (b) the result of a corporate reorganization or consolidation with Licensee.

Licensee shall ensure that neither Licensee nor any of its employees, contractors, agents, or invitees bring or possess weapons of any kind on the premises, and shall further ensure that all such individuals refrain from consuming or being under the influence of alcohol or illegal drugs while on site.

Licensee shall act, when designated by the Project Manager, as "Site Manager" of the Property. As Site Manager, Licensee shall remove trash, leaves, and/or snow, keeping the area clean, neat, and safe; unlock the bathroom and gates to start each day and report absences or early closures to Project Manager; and lock the bathroom, maintenance shed, and gates to end each day.

23. Notice. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing and shall be deemed received when delivered on a "Business Day" (defined as Monday through Friday, excluding Saturday, Sunday and all nationally and Illinois recognized holidays) or the next Business Day if the day of delivery is not a Business Day, and if delivered by (1) registered or certified mail, postage and fees prepaid, return receipt requested, (2) nationally recognized overnight courier, (3) direct messenger, or (4) hand delivery and in all cases to that address as set forth in this Agreement.

24. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall be the signatures of the parties reflected hereon as the signatories.

(SIGNATURE PAGE TO FOLLOW.)

IN WITNESS WHEREOF, the parties have caused this License to be executed on the date first above written.

Village of South Holland (Licensor):

By: _____

_____

Print Name and Title

Date: _____

_____ _____

(Street Address) (City Address)

_____

(Telephone)

_____

(Facsimile)

_____

(Email)

_____

(Initial)

_____ **(Licensee):**

By: _____

_____

Print Name and Title

Date: _____

_____ _____

(Street Address) (City Address)

_____

(Telephone)

_____

(Facsimile)

_____

(Email)

_____

(Initial)

ACKNOWLEDGED:

Village of South Holland
(Property Manager)

By: _____

_____
Print Name and Title

Date: _____

_____ _____
(Street Address) (City Address)

_____
(Telephone)

_____
(Facsimile)

_____
(Email)

_____
(Initial)

_____Licensee Initials

2027 SOHO SHOPS AT TOWN CENTER
EXPECTATIONS OF THE VENDORS

SOHO SHOPS AT TOWN CENTER

Rent & CAM Fees

- Initial Rent Deposit: $2,000 (non-refundable)
- Security Deposit: $500 (refundable)
- Remaining Rent: $2,080 ($260 per month May-December)
- CAM: $640 ($80 per month May-December)

**Vendors will be required to pay the initial $2,000 rent deposit plus the $500 security deposit to secure their spot at the time of signing the License Agreement. Vendors will not be given access to their Shops until the initial payment is received. The remaining rent and CAM ($2,720) will be paid over the 8 months of the program (May - December 2027) at a rate of $340 a month.

Vendors will be required to pay rent/cam on the 1st of every month. A grace period of 5 days will be given to collect late rent. Rent received after 5 days will encounter a $75 fee.

Other Associated Costs

- Insurance
    - General commercial liability: $1,000,000.00
    - Worker's compensation per occurrence: $500,000.00
- South Holland business license (fee may be waived)
- Additional permits/certifications as needed
- Individual Shop décor/equipment as needed
- Individual marketing materials (events, flyers, design work, posters, etc.)

Operating Hours

Vendors must operate during designated hours from May through December:

- Fridays 12pm-8pm
- Saturdays 10am-6pm
- Sundays 12pm-6pm

**These hours are subject to change.

Vendors will be asked to open their storefronts for additional hours during community events. Vendors will also be asked to participate in events outside of the Shops, including but not limited to, Memorial Day Parade, 4th of July Fireworks, Cruise Nights, etc.

Attendance

- If a vendor is absent or late, without prior approval, the vendor will encounter a fee of $20 per hour that the shop is not open. This fee is designed to encourage vendors to consider their capacity and schedule as it is roughly the amount it would take to hire an employee. It is important for vendors to obtain coverage for their shops so all are open.
- Vendors are expected to arrive at least 15 minutes before the Shops open.
- Absences, tardiness, and leaving early will not be permitted. All tardies or closing before official closing times will count as an absence for the day.
- Do not close your shop for extended periods of time (more than 10 minutes) during the day. If you need to leave your shop for any reason, make sure someone else is able to fill in for you.

Communication

- If you need to be absent, arrive late, or leave early due to an emergency, please email SoHoShops@KPGS-consulting.com.
- Get approval from the Village before adding new products that were not included in the original application. Items need to be submitted with 2 weeks' notice via email. This request for additional products must include details and photos.

Site Manager Duties

- Complete rotational weekly site manager duties (See site manager checklist)
- Record weekly attendance as part of their rotational site manager duties (See attendance checklist for details.)

Site Maintenance

- Must keep the shops, walkways, and surrounding area clean and clear.
- Make sure all garbage is disposed of in garbage bins. Large boxes must be broken down and placed inside the nearby dumpster.
- Any issues or concerns regarding WiFi, lighting, audio, locks/doors, supplies, extra bathroom cleaning, or general site maintenance should be communicated to the SoHo Shops team via SoHoShops@KPGS-consulting.com.

Site Limitations & Prohibited Activities

To ensure a safe and compliant operating environment, the following restrictions apply:

- No food preparation is allowed on-site without proper certifications and approval
- No open flames or heating elements
- No selling alcohol, spirits, etc. onsite
- No excessively loud or disruptive activities
- No hazardous materials or illegal products
- No marijuana or synthetic marijuana products
- No packaged liquor at this time
- No vulgarity
- No political merchandise

Marketing

- Vendors are expected to promote their individual businesses on their own platforms.
- Vendors are expected to create their own marketing materials for individual promotions, special events, etc.
- Requests for event promotion on the Shops' platforms must be submitted to the marketing team with at least 3 weeks' notice.
- Vendors are encouraged to cross promote and support each other's content/ businesses as well as the SoHo Shops.
- Vendors may be asked to participate in media/press relations. All media spotlights must be coordinated by and through the Village.

Graduation Requirements

- Maintain the mandatory open hours (Fridays, Saturdays, and Sundays)
- Pay rent and all fees on time (by the 1st of each month)
- Submit the monthly sales form (by the 15th of each month)
- Attend all business education sessions
- Meet expectations on all business basic categories: Communication, Marketing, Collaborations, Layout & Products, Site Manager Responsibilities, Attitude & Respect
- Meet all additional expectations set in the Vendor Expectation Sheet and follow all guidelines outlined in the Vendor License Agreement
- Submit an updated business plan (by December)

*Each vendor will receive a mid-season and final report card, showing their progress and graduation status.

Events

- Vendors are required to host 2 special events during the season.
- Vendors who wish to host a special event on site must submit a request no less than 3 weeks prior to the desired event date and receive written approval before proceeding.
- Vendors organizing events involving food must comply with all food-related special events permitting to ensure that all food and safety requirements are met.
- Any participating special guests or food vendors must be approved prior to the event.
- Vendors are required to open during special events hosted in Town Center to maximize exposure and sales opportunities.
- Vendors may host events during off hours in their own space or courtyard, but need prior written approval from the SoHo Shops team.
- All events hosted at the SoHo Shops MUST be family friendly and adhere to the Village's ordinances and guidelines.
- No more than 1 vendor event can be hosted on the same day, unless otherwise stated by the SoHo Shops team.
- Vendors must submit an Event Recap Form after each of their events.

Educational Participation

Vendors must attend mandatory business education sessions covering topics such as business accounting, marketing strategies, commercial lending, and retail operations.

Misc Expectations

- Vendors are required to obtain a South Holland business license.
- Vendors are responsible for the design, layout, and buildout of their own space.
- Vendors are required to attend all scheduled workshops, group check-in meetings, and other training sessions. Vendors must also attend 2 report card meetings.
- Vendors are required to submit monthly sales tax data.

Compliance

Vendors who fail to meet the program's expectations may forfeit their security deposit and face potential financial penalties as outlined in the License Agreement.

I, _____, have read and understand the above expectations as a participating vendor in the 2027 SoHo Shops at Town Center Program from May 1 - December 31, 2027.

_____
VENDOR

DATE:_____

SOHO SHOPS AT TOWN CENTER

The Village of South Holland *Faith, Family, & Future*

southhollandshops.com

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