

**MUSEUM PARK EAST CLUBHOUSE
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT made and entered into as of the __ day of _____, 200__, by and between **Museum Park East Umbrella Association**, an Illinois not-for-profit corporation (hereinafter referred to as the "Licensor") and _____ (hereinafter referred to as the "Licensee").

WITNESSETH:

That in consideration of the license fees, covenants and conditions set forth in this Agreement, Licensor and Licensee do hereby covenant, promise and agree as follows:

1. **Definitions.**

LICENSOR: Museum Park East Umbrella Association,

ADDRESS: Legum & Norman - Midwest
353 W Erie
Chicago, Illinois 60654

LICENSEE: _____

ADDRESS: _____

LICENSEE'S UNIT: Unit _____ at _____ Condominiums

PREMISES: Museum Park East Clubhouse
1331 A South Prairie Avenue Private
Chicago, Illinois 60605

COMMENCEMENT DATE: January 1, 2011

EXPIRATION DATE: December 31, 2011

BASE ANNUAL LICENSE FEE: \$500.00

PARTICIPATING CONDOMINIUMS: Park West Townhomes Condominiums
Boulevard Homes Condominiums
Museum Park Lofts Condominiums

LICENSOR'S MEMBERS:

Owner's of condominium units and row homes located upon the Museum Park East property, including but not limited to owner's of condominium units or row homes at Tower I Residences Condominiums, Museum Tower Residences Condominiums, Museum Pointe Condominiums, Park East Homes, Chicago Homes, Museum Homes, Park South Homes and Chicago North Homes.

2. **Grant of License.** In consideration of the obligation of Licensee to pay the License Fee as hereinafter defined and the terms and covenants set forth herein, Licensor hereby grants to Licensee a non-exclusive license to use the Premises on the terms and conditions set forth herein.

2.1 **Term of License.** Licensee shall be entitled to use the Premises as set forth herein upon the Commencement Date and through and including the Termination Date as described in **Section 4.4**. If Licensor shall be unable to allow use of the Premises during the term of this Agreement due to matters beyond the control of Licensor, including but not limited to fire or other casualty, Licensor shall not be subject to any liability for failure to allow use.

2.2 **License Only.** This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises by virtue of this Agreement or Licensee's use of the Premises.

3. **License Fees.** The "License Fees" for the Premises as described herein consists of the following items:

3.1 **Base Annual License Fee.** Licensee agrees to pay the Base Annual License Fee upon the submission of a completed and signed License Agreement to Licensor.

3.2 **User Fees.** Licensee agrees to pay all other sums due and payable to Licensor pursuant to any User Fees incurred by Licensee, or Licensee's guests, tenants or Occupants (defined below), for the use of any items, services or facilities for which User Fees shall be assessed by Licensor. User Fees shall be deemed to be additional License Fees under this Agreement.

3.3 **Fines and Penalty Charges.** Licensee agrees to pay any fines or penalty charges levied against Licensee (or Licensee's guests, tenants or Occupants) pursuant to Sections 9/9.1 or pursuant to the Clubhouse Rules and Regulations. Such Fines or Penalty Charges shall be deemed to be additional License Fees under this Agreement.

3.4 **No Set-Off.** No happening, event, occurrence, or situation during the term of this Agreement, whether foreseen or unforeseen, and however extraordinary, including but not limited to, inconvenience, discomfort or interruption of use arising from any cause, shall permit the Licensee to quit or surrender or shall relieve the Licensee from any of its other obligations under this Agreement, and the Licensee waives any rights now or hereafter conferred upon it by statute, regulation, proclamation, decree or order, or otherwise, to terminate this Agreement, or any part thereof, or to any abatement, diminution, reduction or suspension of License Fees on account of any such event, happening, occurrence or situation.

4. **Use of Premises.** The Premises shall be used by Licensee together with those owner's of condominium units at the Participating Condominiums who choose to enter into individual license

agreements with Licensor together with Licensor's Members and each such parties' guests, tenants and Occupants as permitted by Licensor pursuant to the Clubhouse Rules and Regulations.

4.1 **Manner of Use.** Licensee will not use, nor permit any portion of the Premises to be used by Licensee or its guests, tenants or Occupants in violation of the Clubhouse Rules and Regulations, nor for any use or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner or likely to injure the reputation of the Premises. Licensee and its guests, tenants and Occupants shall not bring any hazardous, flammable or explosive materials, including without limitation fireworks or grills, on the Premises. Licensee shall comply, at all times with all Clubhouse Rules and Regulations.

4.2 **Maintenance of Premises.** Licensor shall, at all times, maintain the Premises and all appurtenances (including all fixtures and personal property located thereon) in good repair, reasonable wear and tear excepted, and in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with respect to condition, or occupancy of the Premises.

4.3 **Behavior.** Licensee will use the Premises and cause its tenants, guests and Occupants to use the Premises in such a manner as not to create any nuisance, nor interfere with, annoy, or disturb other Licensees or Licensor's Members use and enjoyment of the Premises, or Licensor and its employees and agents in the management of the Premises, and shall strictly observe all Clubhouse Rules and Regulations.

4.4 **Termination.** This Agreement shall terminate on the Expiration Date, at such time as Licensee no longer owns a unit at a Participating Condominium or upon the election of Licensor pursuant to **Sections 9/9.1**, whichever event occurs first (the "Termination Date"). Upon the Termination Date, Licensee shall surrender any keys, key cards, admission badges or other items or property belonging to Licensor. Licensee may be subject to fines and charges for failing to return any such items which are the property of Licensor on or before the Termination Date. There shall be no refunds if this Agreement is terminated prior to the Expiration Date.

4.5 **Approved Users.** The Premises may be used by Licensee and the following additional approved users.

(A) Persons Residing with Licensee in Licensee's Unit ("Occupants"): Occupants may be entitled to use the Premises in conformance with all Clubhouse Rules and Regulations. Licensee represents and warrants to Licensor that the following individuals currently reside with Licensee in Licensee's Unit: _____ . Licensee authorizes the use the Premises by the foregoing individuals.

(B) Licensee's Guests: Guests who are accompanied by Licensee may be permitted to use the Premises in conformance with all Clubhouse Rules and Regulations. THE NUMBER OF GUESTS WHO MAY ACCOMPANY LICENSEE MAY BE LIMITED PURSUANT TO THE CLUBHOUSE RULES AND REGULATIONS.

(C) Licensee's Tenants: Licensee may request that tenants who will be occupying the Licensee's Unit pursuant to a Lease term of a minimum of one year be permitted to use the Premises. The allowance of Licensee's Tenants to use the Premises shall be within the sole discretion of Licensor. Licensee shall submit all information requested by Licensor, and if the request is granted Licensee and its Tenants shall complete and sign a Tenant Rider to be provided

by Licensor. NO TENANT SHALL BE ENTITLED TO USE THE PREMISES WITHOUT THE PRIOR APPROVAL OF LICENSOR AND UNTIL SUCH TIME THAT A FULLY COMPLETED AND SIGNED TENANT RIDER HAS BEEN ACCEPTED BY LICENSOR AND IS ON FILE WITH LICENSOR.

LICENSEE ASSUMES RESPONSIBILITY FOR THE ACTIONS OF ALL APPROVED USERS.

5. **Compliance with Clubhouse Rules and Regulations.** The Clubhouse Rules and Regulations are attached hereto as Exhibit "A" and are incorporated herein by reference. The Clubhouse Rules and Regulations shall be considered a part of this Agreement and Licensee covenants and agrees to abide by said Rules and Regulations, as well as further Rules and Regulations which may be adopted by Licensor from time to time as more fully set forth in **Section 5.1**. All such Rules and Regulations shall be observed by Licensee's guests, tenants and Occupants. All references in such Rules and Regulations to "residents", "owners", "unit owners" shall be deemed to include Licensee who shall in all respects observe and comply with the same. Any expense or damage resulting from Licensee's or Licensee's guests, tenants or invitee's failure to comply with the Clubhouse Rules and Regulations shall be paid for by Licensee. Licensor shall not be liable to Licensee for the violation of any of the said Rules and Regulations by other Licensees, or by Licensor's Members or such parties guests, tenants or Occupants.

5.1 **Compliance with Subsequently Promulgated Clubhouse Rules and Regulations.** Licensor reserves the right to promulgate further rules and regulations as Licensor believes reasonable for the harmonious operation and management of the Premises and to supplement and amend the Clubhouse Rules and Regulations from time to time. Licensee covenants and agrees to keep and observe such further, supplemented or amended Clubhouse Rules and Regulations as may be later promulgated by Licensor, provided that Licensor shall notify Licensee of the further, supplemented or amended Clubhouse Rules and Regulations by mailing a copy of the same to Licensee pursuant to the Notice provision set forth herein or by posting notice of the same in a prominent location at the Premises with copies available. All references herein to the "Clubhouse Rules and Regulations" shall include all supplements or amendments thereto and all further rules and regulations promulgated by Licensor after the date hereof.

6. **Assignment.** Licensee shall not have the right to assign its rights pursuant to this Agreement whether voluntarily or by operation of law, except to the purchaser of Licensee's Unit. Any such Assignment will be subject to the transfer and conveyance of Licensee's Unit to such purchaser/assignee. In the event Licensee wishes to assign its rights pursuant to this Section, Licensee shall notify Licensor at least thirty (30) days prior to the date which Licensee wishes the assignment to become effective, and Licensee shall provide Licensor with all information requested by Licensor. In order to complete the assignment of Licensee's rights hereunder, Licensee and its purchaser/assignee shall complete and sign an Assignment Rider to be provided by Licensor. NO ASSIGNMENT SHALL BECOME EFFECTIVE UNTIL SUCH TIME AS A FULLY COMPLETED AND SIGNED ASSIGNMENT RIDER HAS BEEN ACCEPTED BY LICENSOR AND IS ON FILE WITH LICENSOR AND UNTIL SUCH TIME AS TITLE TO LICENSEE'S UNIT HAS BEEN TRANSFERRED AND CONVEYED TO THE ASSIGNEE.

7. **Fire and Casualty Damage.** If the Premises are rendered partially or wholly unsuitable for continued use as a recreational facility, by fire or other casualty, and if such damage or destruction cannot, in Licensor's reasonable estimation, be materially restored within One Hundred Eighty (180) days of such damage, then Licensor may, at its sole and exclusive option, terminate this Agreement as of the date of such fire or casualty. Licensor shall exercise its option provided herein by written notice to Licensee within a reasonable period of time after such fire or other casualty. For purposes hereof, the Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Licensee's use of the Premises for the purpose for which it was being used before

such fire or other casualty. There will be no refunds of the License Fee due to such a termination by Licensor. In the event Licensor shall choose to repair, restore or rebuild the Premises, the License Fee shall not be reduced nor abated during the period of such repair, restoration or rebuilding.

8. **Liability.** Licensor, its employees and agents shall not be liable for and Licensee will indemnify and hold Licensor harmless from and against any and all loss, liability, costs and expenses, including attorney's fees, arising out of any claim of injury or damage on or about the Premises caused by the negligence or misconduct or breach of this Agreement by Licensee, its guests, tenants or Occupants, or by any other person entering the Premises under express or implied invitation of Licensee or arising out of Licensee's use of the Premises or any other reason except Licensor's willful acts or gross negligence. Licensor, its employees and agents shall not be liable to Licensee or Licensee's tenants, guests or Occupants for any damage to persons or damages to any personal property due to condition, design, or defect in the Premises or its mechanical systems which may exist or occur, or for any reason whatsoever, and Licensee assumes all risks of damage or injury to such persons or personal property. Licensor, its employees and agents shall not be liable or responsible for any loss or damage to any personal property or injury to any person occasioned by theft, water, snow, ice, pipe bursts, vandalism, malicious mischief, acts or neglect of any other users of the Premises, fire or other casualty, acts of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond control of Licensor, or for any injury or damage or inconvenience, which may arise through repair or alteration of any part of the Premises, or failure to make repairs, or from any cause whatever except Licensor's willful acts or gross negligence.

9. **Breach by Licensee.** The following events shall be deemed to be "Defaults" by Licensee under this Agreement:

(A) Licensee or its tenants or Occupants shall fail to pay when or before due, any sum of money becoming due to be paid to Licensor under this Agreement for the Base License Fee or Additional User Fee and such failure shall continue for a period of thirty (30) days from the date such payment was due; or

(B) Licensee or its tenants or Occupants shall fail to pay when or before due any sum of money becoming due to be paid to Licensor any other required payment or reimbursement to Licensor, whether or not specifically treated as a License Fee under this Agreement and such failure shall continue for a period of thirty (30) days from the date such payment was due; or

(C) Licensee or its tenants or Occupants shall fail to comply with any other term, provision or covenant of this Agreement; or

(D) Licensee or its tenants, guests or Occupants shall fail to observe or perform any of the Clubhouse Rules and Regulations.

9.1 **Remedies.** Upon the occurrence of any Default described above or any violation of the terms, conditions and covenants set forth in this Agreement (including without limitation the non-payment of License Fees when due), Licensor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(A) Licensor may, at its election, terminate this Agreement and terminate Licensee's and its tenants and Occupants right to use the Premises;

(B) Licensor may, at its election, suspend Licensee's and its tenants and Occupants right to use the Premises;

(C) Licensor may impose fines or penalty charges upon Licensee which shall be due and payable immediately;

(D) Upon any termination of this Agreement, whether due to Licensee's Default or as otherwise provided in this Agreement, Licensor shall be entitled to recover any unpaid License Fees and other sums due and payable by Licensee on the date of such termination and Licensee shall pay to Licensor on demand a late charge in an amount equal to ten-percent (10%) of such installment or other charge overdue in any month and ten-percent (10%) each month thereafter to help defray the additional cost to Licensor for processing such late payment.

No act or thing done by Licensor or its agents during the term hereby granted shall be deemed a termination of this Agreement and no agreement to terminate this Agreement prior to the Termination Date shall be valid unless in writing signed by Licensor. The failure of the Licensor to insist upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Agreement or the Clubhouse Rules and Regulations, or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provisions, condition, right, remedy or election, but the same shall continue and remain in full force and effect. Licensor's acceptance of any payments under this Agreement after the occurrence of Licensee's Default shall not be construed as a waiver of such Default, unless Licensor so notifies Licensee in writing. Forbearance by Licensor to enforce one or more of the remedies provided in this Agreement upon Licensee's Default shall not be deemed or construed to constitute a waiver of such default or of Licensor's right to enforce any such remedies with respect to such Default or any subsequent Default. Licensee shall pay all of Licensor's costs, charges and expenses, including court costs and attorneys' fees, incurred in enforcing Licensee's obligations under this Agreement or incurred by Licensor in any litigation, bankruptcy, negotiation or transactions in which Licensee causes the Licensor, without Licensor's fault, to become involved or concerned.

10. **Mortgages.** Licensee accepts this Agreement subject and subordinate to any and all mortgage(s) now or at any time hereafter constituting a lien or charge upon the real estate, the underlying leasehold estate, if any, or the improvements situated thereon, and subordinate and subject to all advances made or hereafter to be made upon the security thereof, provided, however, that if the mortgagee, trustee, or holder of any such mortgage (hereinafter all inclusively referred to as "Mortgagee") elects to have Licensee's interest in this Agreement superior to any such instrument, then by notice to Licensee from such Mortgagee, this Agreement shall be deemed superior to such lien whether this Agreement was executed before or after said mortgage. Licensee shall at any time hereafter on demand execute any instruments, Agreements or other documents which may be required by any Mortgagee for the purpose of subjecting and subordinating this Agreement to the lien of any such mortgage or for the purpose of evidencing the superiority of this Agreement to the lien of any such mortgage, as may be the case.

11. **Licensor's Liability.** In no event shall Licensor's liability for any breach of this Agreement exceed the amount of the Annual Base License Fee. This provision is not intended to be a measure or agreed amount of Licensor's liability with respect to any particular breach, and shall not be utilized by any court or otherwise for the purpose of determining any liability of Licensor hereunder, except only as a maximum amount not to be exceeded in any event.

12. **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and signed by the party giving notice, and shall be deemed to have been given when hand-delivered by personal delivery or by express courier service, when

transmitted by facsimile, or three days after being deposited in the United States mail, registered or certified mail, with postage prepaid, return receipt requested, addressed to the parties hereto at the respective addresses set out in Section 1, or at such other address as the parties have theretofore specified by written notice in accordance herewith. All parties included within the terms "Licensor" and "Licensee," respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

13. **Payments.** All License Fees required to be made by Licensee to Licensor shall be payable to the Museum Park East Umbrella Association at the address set forth in Section 1, or to such other entity or at such other address as Licensor may specify from time to time by written notice delivered in accordance herewith.

14. **Miscellaneous.**

14.1 **Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

14.2 **Binding Effect.** The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and assigns, except as otherwise herein expressly provided.

14.3 **Captions.** The captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof.

14.4 **Entire Agreement.** All of the agreements of Licensor and Licensee with respect to the Premises are contained in this Agreement; and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon Licensor unless in writing signed by Licensor.

14.5 **Post Term Obligations.** All obligations of Licensee hereunder not fully performed as of the Termination Date or earlier termination of the this Agreement shall survive the Termination Date or earlier termination of the Agreement, including without limitation, all payment obligations with respect to License Fees. Upon the Termination Date or earlier termination of the Agreement, Licensee shall pay to Licensor the amount necessary to discharge all sums owed to Licensor by Licensee.

14.6 **Severability.** If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

14.7 **Obligation Joint.** If there be more than one Licensee, the obligations under this Agreement imposed upon such Licensees shall be joint and several. Any indemnification of, insurance of, or option or right granted to Licensor shall also include or be exercisable by Licensor's agents and employees, as the case may be.

14.8 **Rights Reserved To Licensor.** Licensor reserves and may exercise any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises, or as may be necessary or desirable in the operation of the Premises.

14.9 **Recording Prohibited.** Licensee may not record this Agreement. Any recording of this Agreement shall be considered a Default hereunder pursuant to **Sections 9/9.1** and shall be held to be invalid and given no force or effect.

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

Licensor:

MUSEUM PARK EAST UMBRELLA ASSOCIATION

BY: _____

ITS: _____

Licensee:

Print Name: _____

Print Name: _____

I. Swimming Pool Rules

1. There is no lifeguard on duty. Swim at your own risk.
2. Umbrella Association members and guests must sign in and out when there is a pool attendant.
3. A phone has been installed in the pool area inside the north exit door for emergency purposes only. The door is marked with a large sign. For emergencies in the pool or pool area requiring immediate attention, use this phone which may be used to dial 911.
4. The pool will generally be open daily from Memorial Day through Labor Day, weather permitting, from the hours of 6:00 a.m. until 10:00 p.m. The season's length may be adjusted at the Board's discretion. The pool may not be reserved for private parties.
5. Use of the pool is restricted to MPEUA members and guests on a first come, first served basis. All guests must be accompanied by a Museum Park resident at all times. There is a limit of 2 guests per household on weekends and holidays and 5 guests per household on weekdays. Weekends begin at 5:00 PM on Friday to closing Sunday at 10:00 PM. The Third and Fourth of July will be considered a holiday.
6. During the morning hours up until 10 o'clock the pool is reserved for adult swimming. The Board may elect to adjust these hours for morning swimming lessons or other contingencies and signs will be posted accordingly. Until 10am children must use the wading pool at the north end of the Pool Deck.
7. It is strongly recommended that you do not swim alone in the pool at any time. Additionally, no one under the age of 16 may swim without an adult being present.
8. Persons who do not have swimming competency will not be allowed in the pool area unless accompanied by a responsible person capable of assistance in the event of injury or incapacity.
9. You must shower before entering the pool.
10. You must not enter the pool area with a contagious or infectious condition, open wounds or abrasions, wearing bandages or with excessive sunburn.
11. Persons who are ill or under the influence of alcohol or chemical substances may not use the pool. All children who are not toilet trained must wear "swimmers" when entering the pool. Diapers must be changed in the washrooms (not on the pool deck) and the diaper disposed of in a plastic bag and placed in the garbage can.
12. No drinking, eating, or chewing gum while in the pool.
13. Smoking is prohibited in the pool area and all other areas of the club.
14. Alcohol is prohibited in the pool area.
15. Pets (except for certified service animals) glassware, underwater breathing apparatus, knives, dangerous equipment and illegal chemical substances are prohibited in the pool area.
16. No plug-in electric devices are permitted in the pool or pool area. Battery operated personal electronic devices may only be operated with head phones and in a manner that is not a nuisance to others.
17. Playpens, bicycles, tricycles, and other vehicles are not permitted in the pool area.

18. No glass containers are permitted. Any food or beverages brought into the pool area must be in sealed, plastic containers. Food must be consumed in the designated eating area on the north end of the pool deck.
19. All refuse must be placed in the provided bins.
20. Proper swimming attire should be worn at all times. No cut-off jeans or any clothing with metal buttons or zippers will be permitted. Robes and/or appropriate swimsuit coverings must be worn in all common areas.
21. Shoulder length or longer hair must be tied back/kept together while swimming.
22. Boisterous, rough, dangerous activities or behavior, or behavior that interferes with the permitted use of the facilities by others, is prohibited. No horseplay/running is allowed in the pool area. No splashing is permitted other than which occurs during normal swimming actions. NO DIVING is permitted in the pool.
 - a. **Children are not allowed to run and jump into the pool.**
23. Pool furniture may not be removed from the deck area.
24. Deck chairs cannot be reserved by placing towels or personal items on them in advance of residents or guests arriving. At busy times building staff may remove personal items from deck chairs left unattended for more than thirty (30) minutes.
25. Each person in the pool area is responsible for removing all personal articles and putting all refuse in the bins provided. All toys, rafts and other swim paraphernalia shall be removed from the pool and pool area at the end of each day. Personal items that are not removed may be discarded.
26. Umbrella Association members will direct and control the activities of themselves, their family members, and guests in order to conform to the regulations. Residents will be responsible for all violations or damage to property caused by themselves, their family members, or guests.
27. MPEUA members and guests may be summarily ejected from the pool by Association representatives in the event of violation of these regulations. Violators may be suspended from using the facility and/or fined where a hearing regarding the violations can be conducted. Disturbances and/or inappropriate behavior may be cause to ban the individual permanently from future use of the facility and may result in additional fines.
28. Neither MPEUA nor the management company is responsible for the loss, theft, or destruction of any personal items.