

**VILLAGE OF VERNON HILLS
RESOLUTION 2025-030**

A RESOLUTION AUTHORIZING AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WITH RUST-OLEUM CORPORATION FOR USE OF THE PARKING LOT AT 102 E. HAWTHORN PARKWAY FOR THE 2025 VERNON HILLS DAYS

WHEREAS, the Village of Vernon Hills (the “Village”) will hold the annual Vernon Hills Days special event (“Vernon Hills Days”) on July 17th – 20th, 2025 in Century Park; and

WHEREAS, the Village has contracted with Windy City Amusements, Inc. (“Windy City”) to provide carnival services for Vernon Hills Days; and

WHEREAS, Rust-Oleum Corporation (“Rust-Oleum”) is the owner of the parking lot located at 102 E. Hawthorn Parkway, Vernon Hills (the “Parking Lot”) adjacent to Century Park; and

WHEREAS, the Village desires the use of the Parking Lot by Windy City as the location for the Vernon Hills Days carnival; and

WHEREAS, Rust-Oleum desires to accommodate the Village’s request to utilize the Parking Lot without charge to the Village; and

WHEREAS, to induce Rust-Oleum to permit the Village to use the Parking Lot, the Village agrees to certain limitations and restrictions on such use and to hold Rust-Oleum harmless from liability arising from Village's use of the Parking Lot.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: RECITALS: The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board of Trustees.

SECTION 2: EXECUTION OF AGREEMENT: The Village Board of Trustees hereby authorize and approve the Village Manager to execute an Indemnification and Hold Harmless Agreement with Rust-Oleum Corporation, as attached as Exhibit A.

SECTION 3: EFFECTIVE DATE: This Resolution shall be in full force and effect from its passage and approval.

Dated this 3rd day of June, 2025

[Signature Page to Follow]

Adopted by roll call votes as follows:

AYES: 6 – Forster, Marquardt, Schenk, Lundeen, Oppenheim, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka


Thom Koch Jr., Village President

PASSED: 06/03/2025

APPROVED: 06/03/2025

ATTEST: 06/03/2025


Kevin Timony, Village Clerk



EXHIBIT A

*INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BETWEEN RUST-OLEUM
CORPORATION AND VILLAGE OF VERNON HILLS*

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (“Agreement”) is made effective on June 3rd 2025 by and between Rust-Oleum Corporation (hereinafter, “Rust-Oleum”) and Village of Vernon Hills (hereinafter, “Village”). Rust-Oleum and Village are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

WHEREAS, Village desires to use Rust-Oleum’s parking lot, located at 102 E. Hawthorn Parkway, Vernon Hills, Illinois 60061 (the “Parking Lot”), from 6:00 a.m. on July 15, 2025 to 8:00 a.m. on July 21, 2025 for the location of the Vernon Hills Days carnival (the “Authorized Hours of Use”).

WHEREAS, Rust-Oleum desires to accommodate Village’s request to utilize the Parking Lot without charge to Village, so long as such use does not disrupt Rust-Oleum’s business.

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

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Rust-Oleum and Village hereby agree as follows:

TERMS

1. Indemnification and Hold Harmless. Village shall fully defend, indemnify, and hold harmless Rust-Oleum 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 Village’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 Village, 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 Rust-Oleum for all legal fees, expenses, and costs incurred by it.
2. Permitted Use of Rust-Oleum Parking Lot. Village shall only use Rust-Oleum’s marked and paved parking lot at 102 E. Hawthorn Parkway, Vernon Hills, Illinois address during the Authorized Hours of Use.
3. Prohibited Use of Parking Lot. Any use by Village’s officers, personnel, employees, agents, invitees, event participants, guests, or contractors of the Parking Lot without Rust-Oleum’s prior written permission other than during the Authorized Hours of Use is strictly prohibited.
4. Representation of Insurance Coverage. Village 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 Village's use of Rust-Oleum's

- premises. Village shall provide Rust-Oleum with proof of insurance coverage in a form acceptable to Rust-Oleum no less than seven (7) business days in advance of the Authorized Hours of Use. Rust-Oleum shall be named as an Additional Insured on the applicable policy.
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.

[Signature page to follow]

AGREED TO BY:

RUST-OLEUM CORPORATION

By: John Brodersen 6/9/25
Date
John Brodersen / VP, General Counsel
Name/Title

VILLAGE OF VERNON HILLS

By: K. King 6/3/25
Village Manager Date