

**VILLAGE OF VERNON HILLS
RESOLUTION 2025-031**

**A RESOLUTION AUTHORIZING AN INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT WITH VERNON HILLS BANK & TRUST AND THE VILLAGE OF
VERNON HILLS FOR USE OF THE PARKING LOT AT 1101 LAKEVIEW PARKWAY
FOR JULY 4 FIREWORKS AND VERNON HILLS DAYS**

WHEREAS, the Village of Vernon Hills (the “Village”) will hold its annual July 4th Fireworks on July 4, 2025 in Century Park; and

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 desires the use of the Parking Lot for July 4 and Vernon Hills Days; and

WHEREAS, Vernon Hills Bank & Trust desires to accommodate the Village’s request to utilize the Parking Lot without charge to the Village; and

WHEREAS, to induce Vernon Hills Bank & Trust to permit the Village to use the Parking Lot, the Village agrees to certain limitations and restrictions on such use and to hold Vernon Hills Bank & Trust 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 Vernon Hills Bank & Trust, as attached as Exhibit A.

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

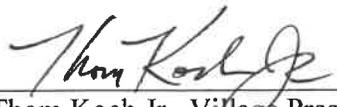
Dated this 17th day of June, 2025.

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

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka




Thom Koch Jr., Village President

PASSED: 06/17/2025
APPROVED: 06/17/2025
ATTEST: 06/17/2025

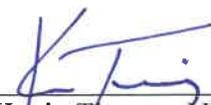

Kevin Timony, Village Clerk

EXHIBIT A

*INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BETWEEN VERNON HILLS BANK
& TRUST AND VILLAGE OF VERNON HILLS - JULY 4, 2025*

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (“Agreement”) is made effective on June 17, 2025 by and between Vernon Hills Bank & Trust Company, N.A. (hereinafter, “Bank”) and Village of Vernon Hills (hereinafter, “Customer”). Bank and Customer are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

WHEREAS, Customer desires to use the Bank’s parking lot, located at 1101 Lakeview Parkway, Vernon Hills, Illinois 60061 (the “Parking Lot”), from 5:00 p.m. to 11:00 p.m. on July 4, 2025 (the “Authorized Hours of Use”).

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

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

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

TERMS

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

3. Prohibited Use of Parking Lot. Any use by Customer's officers, personnel, employees, agents, invitees, event participants, guests, or contractors of the Parking Lot without Bank's prior written permission other than during the Authorized Hours of Use is strictly prohibited.
4. Representation of Insurance Coverage. Customer represents and warrants that it has, and will continue to have during the term of this Agreement, sufficient insurance in place to cover any losses, claims or demands that may arise out of or relate to Customer's use of the Bank's premises. Customer shall provide Bank with proof of insurance coverage in a form acceptable to the Bank no less than seven (7) business days in advance of the Authorized Hours of Use. Bank shall be named as an Additional Insured 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.

AGREED TO BY:

VERNON HILLS BANK & TRUST COMPANY, N.A.

By: Deanne Schmidt / Senior Vice President
Branch President
Name/Title

CUSTOMER NAME

By: K. Ting

EXHIBIT B

*INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BETWEEN VERNON HILLS BANK
& TRUST AND VILLAGE OF VERNON HILLS - VERNON HILLS DAYS*

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is made effective on June 17, 2025 by and between Vernon Hills Bank & Trust Company, N.A. (hereinafter, "Bank"), and Village of Vernon Hills (hereinafter, "Customer"). Bank and Customer are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

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

Thursday, July 17, 2025 from 5:00 p.m. to Midnight
Friday, July 18, 2025 from 5:00 p.m. to Midnight
Saturday, July 19, 2025 from 5:00 p.m. to Midnight
Sunday, July 20, 2025 from 11:00 a.m. to 11:00 p.m.

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

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

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

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

TERMS

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

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

loss, inconvenience, or other harm to Customer should Bank fail to contact Customer prior to imposing such limitation or termination of use.

3. Prohibited Use of Parking Lot. Any use by Customer's officers, personnel, employees, agents, invitees, event participants, guests or contractors of the Parking Lot without Bank's prior written permission other than during the Authorized Hours of Use is strictly prohibited.
4. Representation of Insurance Coverage. Customer represents and warrants that it has, and will continue to have during the term of this Agreement, sufficient insurance in place to cover any losses, claims or demands that may arise out of or relate to Customer's use of the Bank's premises. Customer shall provide Bank with proof of insurance coverage in a form acceptable to the Bank no less than seven (7) business days in advance of the Authorized Hours of Use. Bank shall be named as an Additional Insured 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.
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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

