

**AGREEMENT FOR REGULATION
OF PARKING OF MOTOR VEHICLES AND TRAFFIC**

THIS AGREEMENT is entered into this ____ day of _____, 20____, between the Village of Alsip, an Illinois home rule municipal corporation (hereinafter the “Village”) and _____ (hereinafter the “Owner”).

WHEREAS, the Village and the Owner have determined that it is mutually beneficial to enter into an agreement in order to empower the Village to regulate and enforce the parking of motor vehicles and the traffic at such parking areas pursuant to the applicable provisions of the Illinois Vehicle Code, 625 ILCS 5/11-109 and 625 ILCS 5/11-209.1, as amended; and

WHEREAS, the Village further has the authority to contract with the Owner to provide such regulation and enforcement under its the home rule powers; and

WHEREAS, the Village and the Owner have authorized the terms, provisions and conditions of this Agreement for the property located at _____, Alsip, Illinois and legally described as shown on Exhibit A (the “Subject Property”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **VILLAGE AUTHORITY.** The Village is empowered to accomplish all or any part of the following with regard to the parking of motor vehicles and traffic on the Subject Property pursuant to this Agreement:

(a) To enforce any provision of the Municipal Code of the Village of Alsip, any applicable ordinance of the Village, or state statute with regard to the operation of a motor vehicle;

(b) To enforce any provision of the Municipal Code of the Village of Alsip, any applicable ordinance of the Village, or state statute, with regard to the operation of any go-cart, motorized bicycle, motorized scooter, mini bike, three wheeler, four wheeler, golf cart, or other unlicensed vehicle; and

(c) To enact additional reasonable rules and regulations with respect to traffic and parking in a parking area as local conditions may require for the safety and convenience of the public or users of the parking area.

2. **DESCRIPTION OF PROPERTY.** The owner shall provide sufficient description of the Subject Property, including common address, legal description, and P.I.N. so that the Village can sufficiently identify the property subject to this agreement. Said information shall be submitted to the Village with this agreement, and is attached hereto as Exhibit "A".

3. **APPLICABLE REGULATIONS.** The following regulations shall be applicable for the Subject Property to be enforced by the Village:

(a) The maximum speed limit for any vehicle shall be 15 miles per hour or as otherwise posted;

(b) The Owner shall maintain a list of authorized vehicles and shall provide a system which designates authorized vehicles and guests of tenants on the Property. The Village shall not become involved in a dispute regarding parking in an unassigned parking space by another tenant or guest of a tenant; and

(c) If any vehicle is left unattended for a period of two days or is left unattended anywhere within the Subject Property in such a manner as to constitute an obstruction to traffic or where standing, stopping, or parking is prohibited, then the Village may remove such vehicle to a Village storage area, as designated by the Village's Chief of Police or the Chief of Police's designee, and shall retain it until a charge is made for the removal and storage in accordance with Village ordinance

provisions. The Owner shall be responsible for the towing and storage of any such vehicle. The Owner is primarily responsible for the towing of vehicles from the Subject Property and shall contract with an authorized towing service for such removal. The Owner shall post signs pertaining to the towing of vehicles as are required under 625 ILCS 5/4-203, as amended.

4. **OWNER RESPONSIBLE FOR COSTS AND EXPENSES FOR SIGNAGE.**

The Owner shall be solely responsible for all costs and expenses of obtaining, erecting and maintaining any and all signs necessary for enforcement of this Agreement, including the regulations set forth in Section 3 above.

5. **DECAL FOR AUTHORIZED VEHICLES.** The Owner further agrees to make available at its own expense, any special or distinctive decal or sticker required by the Owner for the use of authorized vehicles. Such decal or sticker shall be placed on vehicles for identification purposes as required by the Owner.

6. **VILLAGE ENFORCEMENT.** Where any owner or user of a vehicle shall use or permit the use of a vehicle in a manner contrary to the regulations contained within this Agreement, the Village shall enforce any applicable provisions of the Village Code of the Village of Alsip or any Village ordinance against such person as if the action had taken place on a public highway.

7. **TERM OF AGREEMENT.** This Agreement shall be in effect for a period of one (1) year from the effective date as defined herein and shall renew for periods of one (1) year each thereafter, not to exceed a period of 20 years or the term of the lease on the Subject Property if Owner is a lessee of the property, unless it is canceled by not less than thirty (30) days written notice by either party to the other party in which case, the Agreement shall terminate on the first day of January in the year next following service of the cancellation notice.

8. **NOTICES.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal

service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this section:

TO THE VILLAGE:

Village Clerk
Village of Alsip
4500 West 123rd Street
Alsip, Illinois 60803
Facsimile: (708) 385-9561

TO THE OWNER:

Facsimile:

Notice delivered by regular mail, messenger, overnight delivery, or facsimile shall be deemed to have been given at the time of mailing.

9. **VILLAGE’S ENFORCEMENT DISCRETION.** The Village shall, in the exercise of its sole discretion, determine when the press of regular police business shall preclude the furnishing of extra police service under this Agreement. Nothing in this Agreement shall create a special duty to the Village to enforce any law or ordinance to the benefit of any person.

10. **RELEASE.** The sole remedy available to the Owner, upon any breach of this agreement by the Village, shall be the cancellation of this Agreement pursuant to its terms. The Owner forever releases and discharges the Village, its officials, agents or employees from all claims, demands, damages, actions or causes of action which may arise out from the Village’s performance under this Agreement.

11. **COVENANT NOT TO SUE.** The Owner covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Owner, its employees, agents, guests, tenants, invitees, or customers, may sustain which may arise from the Village’s performance under this Agreement.

12. **INDEMNIFICATION OF THE VILLAGE.** The Owner shall indemnify, hold harmless and defend the Village, its officers, and agents, in connection with any and all actions or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement, including the payment of all costs, expenses and attorney's fees.

13. **RECORDING OF AGREEMENT.** This Agreement shall be effective and enforceable three days after it has been recorded in the Office of the Cook County Recorder of Deeds. The Owner of the subject property shall be responsible for recording this Agreement and paying all necessary costs to effect the recording of this Agreement. The Owner shall provide the Village with a copy of the Agreement after it has been recorded, with evidence that the Agreement was recorded in the Office of the Cook County Recorder of Deeds.

14. **BINDING AUTHORITY.** The individuals executing this Agreement on behalf of the Village and the Owner represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

15. **CAPTIONS AND SECTION HEADINGS.** Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties respecting the matters herein set forth, except where specifically noted otherwise, and supersedes all prior agreements among the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for

any purpose unless contained in writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF ALSIP

Attest:

Print Name: John D. Ryan
Its: Village President

Print Name: Renee Harding
Its: Village Clerk

State of Illinois)
)
County of Cook)

The foregoing instrument was acknowledged before me by John Mayor, Village President, and Renee Harding, Village Clerk, this _____ day of _____, 20____, A. D.

- notary seal -

Notary Public

OWNER

Attest:

Print Name:
Title:

Print Name:
Title:

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me by _____ and
_____, this _____ day of _____, 20____, A. D.

- notary seal -

Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

P.I.N.: __ - __ - ____ - ____

COMMON ADDRESS: