

## **PROPERTY USE AND HOLD HARMLESS AGREEMENT**

The County of DuPage (hereinafter referred to as the “Grantor”), in entering into this agreement (the “Agreement”), hereby grants to the DuPage County Metropolitan Emergency Response and Investigations Team – Metro SWAT and its representatives, employees, contractors, officers, and agents (hereinafter collectively referred to as “Grantee”), and such other parties as it may authorize or designate, permission to enter upon, use, and by means of film, tape, videotape or any other method, to photograph the Property located at **22W146 HILLCREST TERRACE MEDINAH IL 60157, (PIN 0211412011)** (hereinafter referred to as the “Property”), including the interiors and exteriors of all buildings, improvements, and structures thereon and the contents thereof, in connection with the training of law enforcement officers, including but not limited to the training of Special Weapons and Tactics (“SWAT”) officers (hereinafter the “Training”), which permission includes the right to bring and utilize thereon personnel, personal property, materials, and equipment, including but not limited to protective gear, breaching tools, and tactical support items. This Agreement constitutes a license by Grantor to the Grantee exclusively for the purposes stated herein, and no other use. The rights and obligations established herein shall be for the sole benefit of the Grantee and shall not be sold, transferred, conveyed, assigned or signed over to any other party, other than as permitted hereunder.

1. The above permission is granted for one or more days as may be necessary, commencing no earlier than **August 27, 2025**. The permission herein granted shall include permission to re-enter the Property for the purpose of conducting additional Training Sessions through and including **September 26, 2025**. The Grantee shall have a supervisory employee(s) present at the Property whenever its representatives, employees, contractors, officers, and agents are present thereon.

2. Grantee, its successors, assigns and licensees shall own all rights of every kind in and to all video and sound recordings, motion pictures or photographs made, recorded and/or developed in and about the Property, including the right to use, distribute, broadcast, and exhibit such recordings, motion pictures or other photographs in any and all media now known or hereafter devised or discovered, throughout the world in perpetuity, including, without limitation, in, and in connection with, any advertising, promotion, publicity or other material relating to the Training, including the irrevocable right to use any such recordings, motion pictures or other photographs of the said premises and Property without further payment or permission of any kind.

3. Grantee shall at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the Grantor and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the Grantee’s presence upon and/or use of the Property, including but not limited to the acts or omissions of Grantee and its representatives, employees, contractors, officers, agents, and designee(s), and including but not limited to any claims that may be made by any of the aforementioned parties themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Grantee shall provide Grantor, prior to its entry onto the Property, a certificate of insurance for commercial general and excess/umbrella liability insurance with combined limits of Three Million Dollars (\$3,000,000) adding Grantor as an additional insured party thereon, as well as Worker’s Compensation Insurance in the statutory amounts. Grantor shall issue a certificate, endorsements or other documentation evidencing said insurance coverage. Nothing contained herein shall be construed as prohibiting the Grantor, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Grantee shall likewise be liable for the cost, fees and expenses incurred in the defense of any such claims, actions, or suits. The Grantor does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*, by reason of indemnification or insurance.

4. Grantee assumes all risks and further waives, releases and discharges the Grantor (as property owner), together with the Grantor's elected officials, employees and agents (individually and collectively the "Indemnities"), from and against all loss and liability including all, suits, proceedings, debts, claims, demands, causes of action and costs whatsoever, for any death, injury damage or loss, to person or property that may result from, or arise out of, the Grantee's entry onto or use of the Property. Grantee acknowledges that the Property is currently condemned and in a state of disrepair. The Property is not designed, nor intended, for the Grantee's intended use for Training. Because of the physical nature and characteristics of the Property the Property contains inherently dangerous features that the Grantor cannot protect against, which can cause injury, death or damage to property. The Property's state of disrepair may cause shifting, sagging, splintering, or breaking of structural and non-structural components which are capable of causing injury, death or damage. The Property may not be watertight, and water leaking into the property may cause the ground surfaces at the Property to be, in many places, rough, uneven, covered with loose debris, snow and ice (during colder months) and, or, wet and, as such, are especially slippery. The poor flooring conditions within the Property may provide poor footing. These conditions, as well as any other condition which may exist in a condemned residential property, may or may not be readily apparent upon visual inspection. Accordingly, such conditions present a serious risk of harm. Grantee acknowledges that its entry onto the Property will expose it to the dangers associated with the Property, and still desiring entry onto the Property, agrees to fully assume such risks on behalf of its representatives, employees, contractors, agents, officers, vendors and such other parties as it may authorize or grant permission to enter upon or use the Property. Grantee further agrees to inform each of its representatives, employees, contractors, agents, officers, vendors and such other parties it may direct or allow to enter upon and, or, to use the Property, of the foregoing risks and hazards. In addition, the Grantee hereby assumes the risks of the hazards of entering upon the Property and to further waives, releases and discharges the Grantor, its elected officials, employees and agents from and against all liability including all, suits, proceedings, debts, claims, demands, causes of action and costs whatsoever, for any death, injury, damage or loss, to person or property that may result from, or arise out of, the Grantee's entry, use of, or presence on or about the above-described Property. The foregoing liability waiver, together with the indemnification clause above, is intended to protect the Grantor's interests to the fullest extent possible under the law and, therefore, this Property Use and Hold Harmless Agreement shall be broadly construed in favor of the Grantor in the event of any injury death, loss or damage.

5. Grantee agrees to immediately evacuate the Property, and remove all of its personnel, personal property, materials, and equipment, in the event the Grantor requires the use of the Property. The Grantor's decision to utilize the Property shall be at the Grantor's sole discretion and operate as an immediate, but temporary, cessation of the Grantee's license. The Grantee's rights and remedies in the event the Grantor's use of the Property disrupts or delays the Grantee's use thereof shall be limited to Grantor allowing Grantee's use of the Property, subject to the same terms and conditions set forth in this Agreement, on such alternate dates and times when the Property is not being used. If the Grantor must utilize the Property, the Grantee shall have no right of action against the Grantor for any costs associated with evacuating the Property, delays using the Property or relocation to any new or substitute Training site, nor for the loss of use of the Property, nor for any other damages resulting from such disruption or delay, including consequential damages. Notwithstanding the foregoing, the breach, revocation, cessation, delay, or cancellation of this Agreement shall not affect Grantee's rights with respect to any photographs, films and recordings already made.

6. After Grantee has completed its use of the Property, in no event later than September 27, 2025, it shall promptly vacate the Property.

7. Grantee acknowledges and agrees that it is not an employee, agent or contractor of the Grantor, rather, is executing this Property Use and Hold Harmless Agreement as an independent third-party seeking to utilize and access the Property for the purposes described herein.

8. Any controversy or claim arising out of or relating to this Agreement, its performance, enforcement or interpretation shall be governed by the laws of the State of Illinois. The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the 18<sup>th</sup> Judicial Circuit Court for DuPage County, Illinois.

9. This Agreement, including matters incorporated herein, contains the entire Agreement between the parties. There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein. This Agreement shall not be amended or assigned unless agreed beforehand in writing by and between the parties.

10. The undersigned parties hereby represent that they have the legal right and full authority to enter into this Agreement and that neither party is subject to any restriction or limitation that would prevent them from fully performing their duties and obligations hereunder.

11. Grantee shall comply with, and cause its representatives, employees, contractors, agents, officers, vendors and such other parties as it may authorize or grant permission to enter upon or use the Property to comply with, any and all applicable laws, ordinances, health and safety guidelines, requirements, procedures and protocols applicable to the Training Grantee intends to conduct on the property, which are hereby incorporated by reference.

ACCEPTED: GRANTOR

ACCEPTED: GRANTEE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_