

LICENSEE: **Robert Rebitzer**

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Robert Rebitzer, hereinafter called the LICENSEE.

PREMISES: Street closure: 15th Street, South of 4th Avenue North of 5th Avenue

USE: LICENSEE shall be allowed only to: Use City Owned Property for “Classic Car Show.”

INTEREST LICENSEE acquires only the right to: Use City Owned Property - Street closure: 15th Street, South of 4th Avenue and North of 5th Avenue, for “Classic Car Show”, every third Thursday, April through October 2021, from 3:00 p.m. to 9:00 p.m.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is from 3:00 p.m. to 9:00 p.m. on each April 15, 2021; May 21, 2021; June 17, 2021; July 15, 2021; August 19, 2021; September 16, 2021; and October 21, 2021.

FEE: \$50 fee paid with Special Event application.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$1,000,000.00, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

CITY OF MOLINE, ILLINOIS:

SIGNATURE

By: _____
Mayor

By: Robert Ribitzer

Attest: _____
City Clerk

Date: _____

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Nelson Brothers Schroder Insurance Inc DBA Nelson Brothers Agency		NAMED INSURED Rebitzer Bar & Grill Illinois LLC DBA Bier Stube	
POLICY NUMBER SEE PAGE 1		415 15th St Moline, IL 61265	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Excess Liability and Workers' Compensation/Employers Liability in favor of the Additional Insured.

417 15th Street Moline, IL 61265
1417 5th Ave Moline, IL 61265
1423 5th Ave Moline, IL 61265