



ORDINANCE NO. 1958-19

AN ORDINANCE RATIFYING AND CONFIRMING THE EXECUTION OF A
PREVIOUSLY EXECUTED AGREEMENT—KEURIG DR. PEPPER

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that this ordinance is ratification in furtherance of a previously executed Messaging Service Agreement with Keurig Dr. Pepper. Such Agreement is by and between the Village of Hawthorn Woods and Keurig Dr. Pepper, a copy of which is attached hereto as Exhibit "A", and, by this reference made a part hereof.

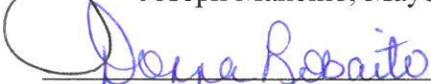
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois, on May 28, 2019:

AYES: Haiser, Kasik, Rios, Carrigan, Dimaggio

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: May 28, 2019

APPROVED: May 28, 2019

PUBLISHED: May 29, 2019

Keurig Dr Pepper

Cold Drink Equipment Agreement - Terms and Conditions

- 1 Term The term of this Agreement shall continue until terminated i) without cause by either party upon thirty (30) days prior written notice or ii) immediately by Lessor in the event of Default as defined in Section 14 of this Agreement
- 2 Full Service Vending (FSV) Commissions (if applicable) FSV Commission terms to be paid as a percentage of net sales in the amount of 25%
- 3 Merchandising Lessee Hawthorn Woods Aquatic Center # 12716872 will use the Equipment to exclusively sell and merchandise products purchased from the Lessor
(Insert Customer/Establishment Name)
- 4 Purchase of Products Lessee shall purchase 100% of its requirements of Lessor's products directly from Lessor
- 5 Location; Inspection The Equipment shall be delivered to the following address 94 Midluthian Rd., Hawthorn Woods, IL 60047 installed in, and shall not, without Lessor's prior written consent, be removed from the location Lessor shall have the right to inspect the Equipment at any reasonable time Lessee shall provide at Lessee's expense, electrical outlets within six feet of the installation point of the Equipment in accordance with the building codes applicable in the locality where the Equipment is to be installed, and such other requirements necessary for the installation and operation of the Equipment
- 6 Use and Alterations Lessee shall use the Equipment in a lawful manner and for lawful purposes only as described herein Lessee shall not alter or add attachments to the Equipment
- 7 Maintenance Lessor shall provide, at Lessor's Expense, all maintenance and repair service for the Equipment during Lessor's normal business hours Lessee shall pay Lessor for repairs or replacements caused by negligence or misuse by Lessee All repair and maintenance services shall be made only by Lessor or one of its duly authorized representatives
- 8 Loss or Damage Lessee shall bear the entire risk of loss, theft, destruction or damage of or to the Equipment ("Loss or Damage") from any cause whatsoever from the time of the delivery of the Equipment to Lessee until returned to Lessor's possession or control In the event of Loss or Damage, Lessee shall promptly pay Lessor the amount necessary to repair or recondition to the Equipment, or if, in the sole opinion of Lessor repair or reconditioning is not feasible, the fair market value of the Equipment as determined by Lessor Loss or Damage shall not release Lessee from any of its obligations under this Agreement
- 9 Taxes; Liens Lessee shall pay all charges and taxes (local, state and federal), which may now or hereafter be imposed upon or levied upon the possession or use of the Equipment or its parts and services
- 10 Return of Equipment Upon the termination of this Agreement, or in the event of Default, Lessee shall, at Lessee's expense, make the Equipment immediately available for pick up and removal by Lessor at the location noted above
- 11 Ownership, Personal Property The equipment is, and shall at all times be and remain, the property of Lessor notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or any improvements thereon Lessee agrees to maintain upon the Equipment property identification tags supplied or affixed by Lessor, which indicate that the Equipment is the property of Lessor Lessee agrees, upon Lessor's request, to execute a form UCC-1 financing statement
- 12 Default (Lessee shall be in default of this Agreement if it fails to pay Rent or breaches any term or condition of this Agreement or Lessee makes a bulk transfer, an assignment for the benefit of creditors, whether voluntary or involuntary, or if a bankruptcy petition is filed by or against Lessee, or if Lessee has breached any other lease or agreement between Lessee and Lessor, Lessor shall have the right to exercise any one or more of the following remedies: (a) Lessor may take possession of the Equipment wherever it may be located, without demand or notice, without any court order or other process or law, and without any liability to Lessee for damages occasioned by taking of possession (b) Lessor may demand the immediate return of the Equipment, and Lessee shall comply with such demand (c) Lessor may immediately terminate all other support, funding and or CMA agreements with Lessee (d) Lessor may pursue any other remedy at law and in equity. No right or remedy conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy The rights and remedies provided herein are cumulative and their exercise shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement Lessee shall pay to Lessor all costs and expenses, including reasonable attorney's fees, the fees of collection agencies, and other expenses incurred by Lessor in enforcing any of the terms, conditions, or provisions of this Agreement
- 13 Notices Service of all notices under this Agreement shall be sufficient if given in person or if mailed to the party to whom intended at its address set forth above, or at such other address as a party may provide in writing from time to time Any mailed notice shall be effective when deposited in the United States mail, certified mail, duly addressed, and with postage prepaid
- 14 Assignment; Binding Effect Lessee shall not (a) assign, transfer, pledge or hypothecate this Agreement, the Equipment or any interest herein, or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee, Lessee's employees or its customers This Agreement shall be binding upon the successors and assigns of the parties hereto
- 15 Waiver The failure of either party to insist in any one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such right, but the same shall continue to remain in full force and effect
- 16 Entire Agreement This Agreement constitutes the entire agreement between the parties and no provision hereof shall be waived, modified, or abandoned except in a writing signed by the parties
- 17 Applicable Law This Agreement shall be governed by and construed under the laws of the State of where the Equipment was delivered by Lessor.
- 18 This Agreement is subject to acceptance by Lessor, in its sole and absolute discretion

The undersigned is a duly authorized representative of Lessee and on behalf of Lessee accepts and agrees to the above Cold Drink Equipment Terms and Conditions

By: Pamela O. Newton
(Customer Print Name)

Company Representative: Pat Doran
(Print Name)

Pamela O. Newton
(Customer Signature)

Pat Doran
(Signature)

5/10/19

Title: Chief Operating Officer

Date: 5/13/19