VENDOR SERVICES AGREEMENT
2026

This is a Services Operating Agreement between the Waukegan Port District, hereinafter designated as "District" and _____ _____, hereinafter designated as "Vendor".

WHEREAS, the District is the Owner and Operator of the Waukegan Port District Harbor and Marina, and

WHEREAS, Vendor desires to conduct the activity of _____ _____ _____

in the Harbor or elsewhere on District property, and the District is willing to grant such rights to the Vendor upon the terms and conditions hereinafter stated, and

WHEREAS all rights and privileges that are granted to the Vendor under this Agreement are subject to all policies, rules, codes, directives and ordinances and any and all amendments thereto governing the use of the District.

NOW THEREFORE, in consideration of the mutual agreements as hereinafter set forth, the parties agree as follows:

1. **TERM**: The term of this Services Agreement shall commence on the first day of April and terminate on the last day of November of each year during which time all requirements must be met to continue operating on District property.

2. **FINANCIAL OBLIGATIONS OF VENDOR**: The Vendor shall pay the District an annual non-refundable administrative fee of THREE HUNDRED FIFTY DOLLARS ($350.00). Any commercial activity at the public launch ramp including launching or retrieving vessels shall be subject to the District's standard launch rate at time of launch.

3. **INDEMNIFICATION**: Vendor agrees to promptly give notice to District and to indemnify, hold harmless and defend the District, its officers, directors, employees, and agents, from and against any and all loss, damage, liability, claims, demands, costs, charges, expenses, and causes of action of any kind which the District may incur, sustain,

or be subjected to on account of loss or damage to property and loss thereof, or for bodily injury to, or death of, any persons, including, but not limited to, property, employees, customers, subcontractors, agents, and invitees of each party hereto, arising out of or in any way connected with work conducted, or occupancy, operation, maintenance, enjoyment, or use of any of District's Premises by Vendor, under this Agreement, and arising from any cause whatsoever, except as may be caused by the gross negligence or willful misconduct of District or its officers, directors, employees, agents, or representatives. Further, Vendor will indemnify, hold harmless and defend District, its officers, directors, employees and agents from and against any and all loss, damages, claims, remedial investigations, fees for consulting experts, clean-up expenses, fines and penalties, arising from or related to any environmental damage, pollution, contamination, waste, discharge, or spill which is caused in whole or in part by any act or omission arising from Vendor's activities.

4. **INSURANCE**. Vendor shall obtain and maintain continuously in effect at all times during this Agreement, at Vendor's sole expense, the following minimum insurance with a carrier or carriers licensed to do business in the State of Illinois and reasonably satisfactory to District:

    a. WORKERS COMPENSATION INSURANCE with employer's liability coverage of not less than the amount required by the State of Illinois, but in no event less than five hundred thousand dollars ($500,000.00).

    b. COMMERCIAL GENERAL LIABILITY INSURANCE, including watercraft liability insurance and liquor liability insurance, with an Owner's Protective Liability endorsement against claims for bodily injury, death, or property damage occurring on, in, or about the Premises or during business operations, with a minimum limit of two million dollars ($2,000,000.00) combined single limit of liability for each occurrence, or in such amounts as may hereafter be agreed upon between the parties and as required by the District.

    c. Vendor's Commercial General Liability policy shall protect District against any and all liability created by reason of Vendor's conduct or activities incident to this Agreement, including special events, or resulting from any accident occurring on or about the roads, driveways, or other public areas, except for any liability created by reason of the gross negligence or willful misconduct of District, or its officers, directors, employees, agents, representatives or independent contractors.

    d. All insurance requirements shall be primary policies and not be excess or contributing policies with other insurance which Vendor may carry. All policies shall name District as an **additional insured** on a primary non-contributory basis and/or loss payee, as the case may be. All policies shall provide liability coverage

sufficient to include the liability assumed by Vendor in the indemnity and hold harmless provisions included elsewhere in this Agreement.

e. Vendor shall furnish to District, a current Certificate of Insurance, evidencing that all the requirements of this Agreement have been met. Vendor's insurance as required by this Agreement shall not be cancelled or materially altered without thirty (30) days prior written notice to District.

f.

g. The amount or amounts of all required policies shall not be deemed a limitation of Vendor's agreement to indemnify and hold harmless District, and in the event Vendor or District shall become liable in an amount in excess of the amount or amounts of such policies, then Vendor shall hold District harmless from the whole thereof, except in the event of gross negligence or willful misconduct of District.

h. The Vendor's insurance company/agent is:

Name: _____

Address: _____

Telephone: _____

Email: _____

5. **IDENTIFICATION AND ENTRY REQUIREMENTS**: Upon receipt of payment, acceptance of the executed Vendor Services Agreement and receipt of a current Certificate of Insurance, District will issue its Vendor Pass to Vendor, which Pass will be worn by all representatives of Vendor while conducting business on District premises. There will be no admittance to District premises without visible display of the Vendor Pass.

6. **VEHICLE IDENTIFICATION**: Vendor's vehicle(s) must be identifiable. The Vendor's name is to be conspicuously displayed to all District personnel.

7. **BUSINESS HOURS**: All Vendor activities must be conducted between the hours of 8:00 AM and 7:00 PM.

8. **NON-COMPLIANCE**: If Vendor fails to comply with the requirements set forth in this Agreement or fails to observe all Rules, Regulations, Laws, or Ordinances of the Waukegan Port District, City of Waukegan, County of Lake or State of Illinois, Vendor

may be banned from performing services or business activities on District property at the sole discretion of District.

9. CONSTRUED ACCORDING TO LAW: This Agreement and all transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Illinois.

Dated this _____ day of _____, 20____.

WE AGREE TO ABIDE BY THE
FOREGOING TERMS:

VENDOR:

_____

BY: _____

Name: _____

Title: _____

Address: _____

_____

Telephone:_____

Email: _____

DISTRICT:

WAUKEGAN PORT DISTRICT:

BY: _____

Name: _____

Title: _____