

Agreement Between Village of Homer Glen, Illinois and Property Registration Champions, LLC

This Agreement is made as of this 25th day of September, 2019 by and between Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Limited Liability Company, with offices at 2725 Center Place, Melbourne, FL. 32940, and the Village of Homer Glen, a municipal corporation, with an address at 14240 W. 151st St., Homer Glen, IL. 60491.

WITNESSETH:

WHEREAS, the care of neglected lawns and exterior maintenance of properties is becoming a health and welfare issue in the Village of Homer Glen; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of vacant and foreclosed properties; the Village of Homer Glen adopted Ordinance No. 19-044; and

WHEREAS, pursuant to the Ordinance the Village of Homer Glen desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register Vacant and foreclosed properties, so that the community can properly address violations of the Village of Homer Glen's property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the Village of Homer Glen; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the Village of Homer Glen's Ordinance to mortgagees, owners, and landlords and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, or take title to real property via foreclosure or other legal means. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1 (c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the Village of Homer Glen. PRC will review and confirm the obligation to register

properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

- c. PRC will charge a fee as directed by the Village of Homer Glen to each registering party to register all mortgagees, owners, and landlords whom comply with the Ordinance. PRC shall retain on hundred dollars (\$100.00) of each collected foreclosed property and remit the balances to the Village of Homer Glen. PRC shall forward payment of the Village of Homer Glen's portion of the Fee to the Village of Homer Glen's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions.
- d. In the event the Village of Homer Glen's ordinance requires payment of late fees as part of the registration requirements PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the Village of Homer Glen pursuant to the monthly remittance schedule. All fees related shall be taken out of the Village of Homer Glen's remittance provided in 1 (c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the Village of Homer Glen's ordinances. The website will direct Registrants to a hyperlink, www.proCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and /or responsible parties to comply with the Village of Homer Glen's property registration codes.
- f. PRC responsibilities will commence of the effective date of the agreement.

2. INDEMNIFICATION.

- a. INDEMNIFICATION BY PRC. PRC shall defend, indemnify, and hold harmless the Village of Homer Glen and its officers, employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of breach of this Agreement by PRC and /or PRC's performance of this Agreement hereunder.
- b. INDEMNIFICATION BY COMMUNITY. The Village of Homer Glen shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of a failure by the Village of Homer Glen to timely respond to a public records request.

3. TERM and TERMINATION. This Agreement shall terminate two (2) years from the effective date. This agreement will automatically renew at the end of each term for

a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

- a. TERMINATION FOR DEFAULT. In the event that either party shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. TERMINATION FOR INSOLVENCY. This Agreement may be terminated by the Village of Homer Glen in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency, or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment of the liquidation of dissolution of the PRC.
 - c. TERMINATION FOR CHANGE IN CONTROL. The Village of Homer Glen may terminate this Agreement if there is a change in control of PRC, and the new controlling entity breaches or fails to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the new controlling entity.
4. CONTRACT DOCUMENTS. The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

- a. Village of Homer Glen Ordinance No. 19-044
entitled "Registration and Maintenance of Defaulted",
dated: Sept. 25, 2019. Properties

5. INSURANCE. PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure the Village of Homer Glen the indemnification specified herein. The Village of Homer Glen shall be named as an additional insured and shall receive notice from the insurance carrier of any lapse in insurance or cancellation of policy.
6. OWNERSHIP AND USE OF DOCUMENTS. All information collected by PRC from registration parties in connection with the registration of a property pursuant to this agreement shall be the property of the Village of Homer Glen, and shall be provided to the Village of Homer Glen upon request. PRC shall be permitted to retain copies,

including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.

7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this Agreement for a period of three years (3) from final payments. Such records shall be subject to audit by the Village of Homer Glen on reasonable advanced, written notice. The audit shall be conducted at the premises of the Village of Homer Glen on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements. The Village of Homer Glen will notify PRC of a request for documents under the Illinois Freedom of Information Act (FOIA) relating to PRC's work and performance under this Agreement.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the Village of Homer Glen designate the following as the respective places for giving of notice:

VILLAGE OF HOMER GLEN
14240 W. 151st St.
Homer Glen, IL. 60491

PRC: David Mulberry, President/CEO
2725 Center Place
Melbourne, FL 32940
Telephone No. 321-421-6639
Facsimile No. 321-396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENTS OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

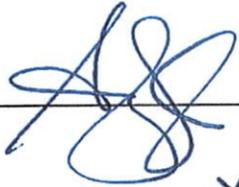
- 11. COMMUNITY DATA.** The Village of Homer Glen acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the Village of Homer Glen will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the Village of Homer Glen. All registrations and fees received by the Village of Homer Glen during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this agreement. If the Village of Homer Glen is unable to provide the agreed upon digital file then the Village of Homer Glen will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the Village of Homer Glen agrees to compensate PRC five dollars (\$5.00) per property.
- 12. ORDINANCE VIOLATION DATA.** The Village of Homer Glen shall provide PRC with all Ordinance violation data.
- 13. PUBLICITY.** PRC may include the Village of Homer Glen's name and general case study information within PRC's marketing materials and website.
- 14. COMMUNITY LOGO.** The Village of Homer Glen shall provide the Village of Homer Glen logo to PRC for the purposes as set forth in 1(a).
- 15. FORCE MAJEURE.** Neither party to this agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, wars, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
- 16. LIMITATION OF LIABILITY.** Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use.
- 17. BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

- 18. LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the Village of Homer Glen, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this agreement, PRC shall not discriminate against any firm, employee or applicant for employment of any other firm or individual in providing services because of sex, race, color, religion, ancestry or national origin.
- 20. Waiver.** Any failure by Village of Homer Glen to require strict compliance with any provision of this agreement shall not be constructed as a waiver of such provisions, and the Village of Homer Glen may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 21. SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 22. GOVERING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
- 23. ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.
- 24. CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the Village of Homer Glen within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions, then PRC can declare this Agreement null and void without any further demands by the Village of Homer Glen.
- 25. ENTIRE AGREEMENT.** The Agreement represents the entire and integrated agreement between the Village of Homer Glen and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Village of Homer Glen

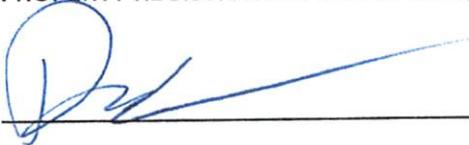


GEORGE L. YUKICH

Date: 10/9/2019

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC



David Mulberry, President/CEO

Property Registration Champions, LLC

2725 Center Place

Melbourne, FL 32940

