



Participant Authorization Agreement

Homeowner Information:

Name: _____

Street Address of Premises Subject to Sound Insulation:

City: _____, Illinois Zip Code: _____

Mailing Address for Homeowner (if different than above):

_____ City: _____

State: _____ Zip Code: _____

The parties to this Agreement are the Homeowner(s) described above ("Homeowner") and the Chicago Executive Airport, an intergovernmental cooperative of the City of Prospect Heights and the Village of Wheeling ("the Airport"). Homeowner has legal title to real property and improvements listed above ("Premises").

WHEREAS, the Airport is administering a Sound Insulation Program ("Program"); and

WHEREAS, the Homeowner has requested that it be allowed to participate in the Program;

NOW, THEREFORE, in consideration of the mutual benefits, covenants, and promises made and other valuable consideration recited herein, the parties agree as follows:

1. Airport Access. (Sound Insulation only) Homeowner shall permit the Airport, its officers, employees, agents, consultants, representatives and contractors access to all rooms on and in the Premises for purposes of inspecting, measuring, testing, constructing and otherwise undertaking any actions necessary for the Program. The Airport, its officers, employees, agents, consultants, representatives, and contractors shall provide reasonable notice to Homeowner prior to entering the Premises to conduct any Program related activities. Homeowner shall make all portions of the Premises accessible to the Airport,

its officers, employees, agents, consultants, representatives and contractors from the preliminary design phase all the way through the post-construction acoustical testing phase of the Program, which may occur many months after the construction has been completed. Homeowner shall arrange access if Homeowner does not occupy the Premises, and shall identify the name, phone number, and email address in the space provided at the end of this document, the individual(s) (i.e., tenant or other occupant or agent) responsible for providing access to the premises.

2. Review and Meeting Attendance. (Sound Insulation only) Homeowner shall review all written materials regarding the Program prepared by the Airport for the Homeowner and shall attend all meetings requested by the Airport relating to the Program.

3. Homeowner Program Participation Consideration. (Sound Insulation only) The Airport agrees to cause, at the Airport's expense, the installation of noise attenuation material and equipment and to allow Homeowner to participate in the Program, subject to any limitations or conditions described in this Agreement.

4. Avigation Easement. In consideration for participating in and receiving the benefits of the Program, the Homeowner agrees to convey to the Airport a full and unrestricted permanent avigation easement for avigation purposes (Avigation Easement), which Avigation Easement will be recorded with the Cook County Recorder's office in the deed records of the County. Failure of the Homeowner to execute the Avigation Easement shall render this Agreement void and Homeowner will not be allowed to participate in the Program. A copy of the form of Avigation Easement is attached hereto as Exhibit A.

5. Federal Grant Requirements. (Sound Insulation only) The following terms are required under the Federal Aviation Administration ("FAA") grant which provides funding for the Program:

- a.** Homeowner shall subject the construction work on the project to such inspection and approval during and after the construction and installation of the sound attenuation materials and equipment as the Airport or the FAA may reasonably request.
- b.** The Homeowner hereby waives any claim against the Airport and its officers, employees, agents, consultants, representatives, contractors and the FAA relating to the effectiveness of the noise compatibility measures, including any warranties or guarantees. The term "claim" as used in this Agreement means the right to file a claim or complaint against the Airport. Nothing in this Agreement implies that the Homeowner is or may be entitled to any relief from the Airport, nor does this Agreement imply a waiver of any defense that might be raised by the Airport in response to such claim.

6. Alteration of Work and Quantities. The Airport shall have the right without invalidating

this Agreement, to make such alterations in the Project, by ordering extra work or by adding to or deducting from the Work, as may be necessary or desirable in the Airport's sole opinion, to complete the Project as originally intended.

7. No Removal of Insulation. Homeowner shall maintain and not intentionally remove any noise insulation materials and equipment installed as part of the Program.

8. Cooperation. Homeowner agrees to cooperate fully with the Airport during the Program (and to insure the cooperation of tenants, or other occupants, if any). If Homeowner fails to cooperate, then Homeowner may be deemed to have withdrawn from the Program, and may not be eligible for any other provision of the Airport's Program. In order to effectuate access to the premises if the premises are occupied by a tenant or other occupant, the Homeowner shall advise the tenant of the Homeowner's participation in the Program and provide the name, phone number, and email address of the occupant in order to facilitate Airport access to the Premises.

9. Hold Harmless and Release. The Homeowner agrees that the Airport and its officers, employees, agents, consultants and representatives (collectively, for purposes of this paragraph, the "Releasees") shall not be liable, and further waives and releases the Releasees from all claims for expenses and damages, for any injury (including death) to any person or for damage to any property sustained, or alleged to have been sustained, as a result of, arising from, or in connection with the Program. The Homeowner shall hold the Releasees harmless from all liability and expense in connection with all claims, suits, and actions brought against the Releasees or any of them by any person or entity as a result of or on account of actual or alleged injuries (including death), or damages to any person, entities, and/or property received or sustained arising from or relative to the Program, except to the extent such injuries, deaths, or damages are caused by the negligence of the Airport. The Homeowner's obligations under this paragraph shall survive any termination of this Agreement and the completion of any part of the Program.

10. No Warranties. (Sound Insulation only) The Airport will make all reasonable efforts to reduce the noise levels in the home within the parameters of the Federal Aviation Administration guidelines. However, the Airport does not represent or warrant that the Homeowner will experience any improvement in the noise levels within the Premises as a result of any work undertaken as part of the Program. The Airport further makes no warranties, express or implied, and disclaims any responsibility or liability for the manner or quality of the work undertaken or materials supplied, including a disclaimer of any implied warranty of merchantability or fitness for any particular purpose, unless expressly stated in a written document executed by the Airport.

11. Moving Out of or Vacation of Premises. (Sound Insulation only) The Homeowner

acknowledges that moving out of the Premises during the term of this Agreement could cause a disruption of the noise remedy measures designed for the Premises. The Homeowner therefore agrees to use best efforts to avoid moving out until the Program is completed. If the Homeowner must move out of the Premises before completion of the Program, the Homeowner shall notify the Airport in writing sufficiently in advance so that the Airport may take necessary action to either complete the Program or terminate it, as circumstances warrant.

12. Special Power of Attorney. If more than one person holds a share of the title to the Premises, a Special Power of Attorney may be signed by one or more title holders which shall designate one person to act on behalf of those titleholders signing the Special Power of Attorney during all phases of the Program.

13. Term. (Sound Insulation only) This Agreement shall begin as of the date indicated below and shall terminate upon the earlier of the date the work is accepted by the Airport or withdrawal of the Homeowner from the Program. **IF THE HOMEOWNER WITHDRAWS FROM THE PROGRAM AFTER THE AIRPORT'S CONTRACTOR HAS TAKEN THE NECESSARY FIELD MEASUREMENTS TO ORDER DOORS AND WINDOWS FOR THE PROGRAM, THE HOMEOWNER SHALL REIMBURSE THE AIRPORT FOR THE DESIGN AND PRODUCT COSTS.**

14. Acknowledgement of Responsibility. (Sound Insulation only)

- a. Homeowner understands that part of the sound attenuation design for the Premises, includes changes or additions to the existing heating, air-conditioning and/or ventilation system ("HVAC"). Homeowner understands that the implementation of these changes or additions may alter (increase or decrease) the operating expenses associated with such system(s). Homeowner also understands that there may be maintenance costs associated with the proper functioning of the system(s).
- b. Homeowner hereby assumes full responsibility for the expenses of the operation and maintenance of all cooling or ventilation system components installed, purchased, or constructed as part of this Agreement. Neither the Federal Aviation Administration, the Airport nor their representatives, consultants or agents, are responsible for payment of expenses associated with the operation or maintenance of this system(s).

c. Further, Homeowner hereby acknowledges that the construction, modification and installation of work performed for the purpose of interior noise reduction and ventilation may increase the assessed value of the Premises for ad valorem tax purposes. The Homeowner agrees that neither the Federal

Aviation Administration, Airport, their representatives, consultants, or agents, is or shall be responsible for payment of any increased taxes or assessments.

15. Applicable Law. This Agreement is subject to all laws of the State of Illinois, the laws of the Federal Government of the United States and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement shall be Cook County, Illinois. This Agreement is made for the benefit of the parties hereto, and nothing herein shall be construed to create any right or benefit enforceable by any third party.

16. Entire Agreement. This Agreement is the entire agreement between the Airport and the Homeowner with respect to its subject matter and shall not be changed or modified without a written agreement signed by the parties hereto.

DATED this _____ day of _____, _____

Chicago Executive Airport

By: _____
Homeowner

By: _____

By: _____
Homeowner

Title: _____

Name of Tenant(s) or Occupant(s): (Please Print)

Phone Number: _____

Email Address: _____