

**AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74 AND TENNANT**

This Amendment is entered into as of October 6, 2022, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Tennant Sales and Service Company ("Tennant") pursuant to the Tennant Pay As You Go Agreement, a copy of which is attached hereto, and the General Terms & Conditions (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Tennant shall not materially modify or amend the Agreement (see https://www.tennantco.com/en_us/general-policies/terms-of-service.html) during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require a written agreement signed by both parties hereto.

3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Tennant prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Tennant acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.

4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Tennant hereby agrees to this exclusive venue, to personal

jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Tennant waives any objection that this venue is not convenient. Any references to binding arbitration shall be deleted from the Agreement.

5. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

**TENNANT SALES AND SERVICE
COMPANY**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____