

**AGREEMENT TO PARTICIPATE IN
COMMUNITY CAMERA PROGRAM**

THIS AGREEMENT TO PARTICIPATE in the Village of Roxana, Illinois Community Camera Program (“Agreement”) is made and entered into as of the date signed on behalf of the Village of Roxana, Illinois (the “Village”), by and between the Village and the undersigned resident or business (“Resident”).

WITNESSETH:

WHEREAS, video surveillance is one of the best methods for apprehending criminals and convicting suspects who are caught in the act of committing a crime; and

WHEREAS, Resident currently operates a surveillance system at Resident’s home and/or business located at _____, _____, Illinois _____ (the “Video System”); and

WHEREAS, it would be beneficial to the effort to fight crime for the Village’s Police Department and other assisting agencies and departments to have access to video captured by the Video System, when criminal activity occurs in the vicinity of such system, and Resident is willing to allow such access, all on the terms contained herein;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND IN ORDER TO HELP DETER AND COMBAT CRIME IN THE VILLAGE TO THE BENEFIT OF THE PUBLIC, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: RECITALS: The above recitals are incorporated herein by this reference as expressions of the parties’ intent.

SECTION 2: AUTHORIZATION TO USE VIDEO: Resident hereby authorizes the Village to register Resident’s Video System in the Village’s database of surveillance systems, solely for the purpose of use in investigating criminal activity in the vicinity of the Video

System. Resident further hereby authorizes the Village Police Department or assisting agencies or departments to review video from the Video System, whenever crime has occurred in the vicinity of the Video System, during mutually convenient hours, to be scheduled as soon as possible following a request by the Police department for access to the video. To do so, the Police Department shall contact resident by email: _____ or phone: _____, to arrange a time to access and view the video. Resident understands and agrees that, for purposes of properly investigating the criminal activity, Resident may not be advised of the specific crime being investigated. Resident agrees that the Police Department or assisting agency and/or department may make copies of video from the Video System that is relevant to a criminal investigation.

SECTION 3: CONSIDERATION: In consideration for Resident's agreement to allow access to the video captured by the Video System, the Village will provide a \$100 gift card of Resident's choice, for any business located in Roxana, Illinois, upon Resident's execution of this Agreement and the Village's acceptance. Please specify the Roxana business from which Resident chooses to receive the gift card: _____. [Type or print legibly.] Should video from Resident's Video System be used to obtain a conviction of a perpetrator of a crime, while this Agreement is in effect, the Village will provide an additional \$25 gift card of Resident's choice, for any business located in Roxana, Illinois. Resident may specify the selected business, following any such conviction.

SECTION 4: MODIFICATION/TERMINATION: The Village reserves the right to modify or terminate its Community Camera Program and the attached Rules, at any time. Should the Program be terminated by the Village, this Agreement shall, automatically terminate without further action by either party. The Resident shall have the right to terminate this

Agreement and resident's participation in the Program, at any time, upon written notice to the Village. Should resident terminate its participation within one year of the date of this Agreement, however, the Resident shall refund the \$100 received pursuant to Section 3, above (in cash, if the gift card has been used), to the Village, to effect Resident's termination.

SECTION 5: USE OF INFORMATION: Information provided by Resident pursuant to this Agreement will be used for official police business only. Resident's personal information will remain confidential and will not be distributed, except as required by law or court order.

SECTION 6: NEW OWNERS: If Resident sells or otherwise transfers the property on which the Video System is located, this Agreement will automatically terminate and Resident shall provide the name and contact information of the new owners to the Village, so the Village may contact such new owners to request their participation in the Program.

SECTION 7: RELEASE AND WAIVER: Resident hereby waives and releases, to the fullest extent authorized by law, any and all claims for damages and liability arising from law enforcement use of video from the Video System. Resident warrants that Resident has full ownership of the Video System as has all necessary authority to enter this Agreement and authorize Village's use of video from the Video System. Resident accepts and agrees that it may be necessary for Resident to cooperate in responding to public requests for information, should video obtained from the Video System be used in a criminal investigation.

SECTION 8: NOTICE: Any notices required hereunder, or which the parties may desire to give, shall be effective only when given in writing to the recipient party at their addresses set forth herein or any subsequent address of which the party has given notice hereunder.

SECTION 9: AMENDMENT: This Agreement constitutes the entire understanding of the parties in respect to the subject hereof, and may not be modified, amended, or revoked without the mutual written consent of the parties hereto.

SECTION 10: REFORMATION: If any provision hereof is determined to be illegal or in violation of public policy, then it shall be reformed to reflect the parties' intent, to the extent possible, and the other provisions hereof shall be continued in full force and effect as though such invalid or illegal provision were excluded from the outset.

SECTION 11: ILLINOIS LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, and venue for any suit or action brought with respect hereto shall be in Madison County, Illinois.

SECTION 12: CONSTRUCTION: This Agreement shall not be construed against one party, merely because such party's attorney prepared the Agreement or the provision at issue.

IN WITNESS WHEREOF, the parties hereto have set their hands to be effective as of the date signed on behalf of the Village of Roxana, Illinois, below.

VILLAGE:

VILLAGE OF ROXANA, ILLINOIS
an Illinois municipal corporation

By: _____
Print Name: _____
Title: _____
Date: _____
Notice Address: _____

RESIDENT:

_____ (Business Name)

By: _____

Print Name : _____

Date: _____

Notice Address: _____

RESIDENT:

_____ (Individual signature)

Print Name: _____

Date: _____

Notice Address: _____

_____ (Individual signature)

Print Name: _____

Date: _____

Notice Address: _____

All owners of the property where the Video System is located should sign the Agreement.