

AGREEMENT BETWEEN THE LOCKPORT TOWNSHIP PARK DISTRICT AND THE
CITY OF CREST HILL FOR LEASE OF OFFICE SPACE LOCATED AT
20690 CITY CENTER BLVD., CREST HILL, ILLINOIS 60403

THIS INDENTURE WITNESSETH: That the City of Crest Hill (“City”), does hereby demise and lease unto the Lockport Township Park District (“Park District”), (collectively the “Parties” and, sometimes, individually, a “Party”), the following described premises (“Leased Premises”):

Office Space (Room 147) and separate storage space (to be determined) located at the City of
Crest Hill City Hall at
20690 City Center Blvd., Crest Hill, Illinois 60403, as more fully described in Exhibit A attached
hereto and incorporated herein.

To have and to hold said Leased Premises for the term of twenty (20) years beginning on the first day of June, 2023, and ending on the last day of May, 2043, unless the term shall be sooner terminated or amended, as hereinafter provided.

A. In consideration of the covenants of the City, the Park District covenants and agrees:

1. Payment. To pay the City as rent for said Premises the sum of One Dollar and No Cents (\$1.00) per year. All payments shall be made payable to the City of Crest Hill, c/o City Administrator, 20690 City Center Blvd., Crest Hill, Illinois 60403, the first payment being due on or before the first day of June, 2023, and subsequent payments due on or before June 1 of every year thereafter.

2. Use and Occupancy. The Park District shall use and occupy the Leased Premises as an office for the governmental functions of its organization, officers, employees, board members, vendors, guests, and invitees, and for no other purpose. The Park District shall have access to and staff the Leased Premises no less than two (2) business days per week, with the days and hours to be determined between the Parties.

3. Improvements, Maintenance and Repair. Prior to the Park District’s occupancy, the City shall make any improvements to the Leased Premises as directed by the Park District in order to ensure the Leased Premises are suitable for the Park District’s use. Following the Park District’s occupancy of the Leased Premises, and further following the completion of the City’s agreed upon improvements, the City shall be solely responsible for maintaining, repairing, and undertaking future improvements and repairs to the walls, ceiling and City furniture as needed, at its sole expense.

The Park District shall not make additions or improvements to said Leased Premises, and shall not paint the Leased Premises or change any of the furniture belonging to the City in the Leased Premises, without the City’s prior written consent which shall not be unreasonably withheld. The park district shall maintain the Leased Premises in a clean and professional appearance.

4. Insurance. Throughout the Term of the Lease, the Park District shall obtain the following insurance:

- a. Worker's Compensation in the statutory amounts and a Commercial (comprehensive) General Liability insurance policy with a policy limit of not less than Two Million Dollars (\$2,000,000) per occurrence naming the Park District as the named insured and the City as additional named insured. The Commercial General Liability Policy shall also contain a provision that the coverages afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the City prior to said cancellation, material change, or refusal to renew the insurance policy.
- b. Insurance required by the Park District shall be provided by an insurance company licensed to provide insurance in the state of Illinois and which is acceptable to City or may be satisfied by participation in a risk management group or self-insuring up to the specified amounts.
- c. Each Party agrees to waive subrogation for any claim(s) based on that Party's negligent or willful misconduct or omissions.

5. Exterior Signage. At its sole expense, and in accordance with any applicable rules, regulations, ordinances, laws and statutes, the Park District may install, erect, maintain, and keep in good repair exterior signage identifying the Leased Premises as a Park District facility. Exterior signage, provided by Park District, may be erected, installed, and maintained as approved by the City, which approval shall not be unreasonably withheld.

6. Sublet and Assignment. Park District shall not sublet the Leased Premises, in whole or in part, nor assign this Lease or any part thereof, without first obtaining the written consent of the City. At the expiration, or termination, of this Lease, Park District shall surrender the Leased Premises to the City in as good a condition as the Leased Premises was in on the date Park District took possession thereof, ordinary wear and tear excepted.

7. Rules and Regulations. Park District, its agents or employees shall observe the Ordinances of the City and any Rules and Regulations promulgated by the City while utilizing the Leased Premises.

B. In consideration of the covenants of the Park District, the City covenants and agrees:

1. Tenantable Condition. If said Leased Premises at any time during said Lease's term, are not in good tenantable condition due to any act or omission or neglect by the City, the City shall place said Leased Premises in such condition within a reasonable time after notice in writing by the Park District and shall maintain the same in good tenantable condition during the term of this Lease. The City shall have no responsibility for breakage or damage caused, or permitted, by the Park District, or the Park District's officers, employees, board members, vendors, guests, and invitees.

2. Utilities. The City shall provide for the following: (i) all electricity on the Leased Premises as may be reasonably required by the Park District; (ii) all heat and air conditioning for said Leased Premises, during all normal business days and hours, and as weather and temperature conditions require; (iii) all necessary fixtures and equipment for electricity, heat, and air-conditioning. The City shall pay for gas utility service. The Park District shall provide and pay for its own telephone and internet service in the Leased Premises and shall be solely responsible for the maintenance and upkeep of any telephone or internet equipment.

3. City Improvements. Following the Park District's occupancy of the Leased Premises, the City shall be responsible for providing any improvements to the Leased Premises as agreed upon in writing by the Parties.

C. The City and Park District further jointly covenant and agree that:

1. Termination. Either Party may terminate this Lease early by delivering to the other Party written notice at least one hundred twenty (120) days in advance of the Party's intent to terminate the Lease on or before a date certain, which termination shall be deemed effective on the termination date stated in the written notice.

2. Public Disclosures. This Lease shall not be recorded. Park District agrees to timely execute organizational and, or, ownership disclosures that are, or may be, required under state law for contracts and, or, leases of publicly-owned properties, upon the City's request.

3. Park District shall maintain the Leased Premises in a clean and professional appearance.

4. Park District shall provide its own computers and office equipment. The City shall provide a secure space that is not accessible to the public for the Park District to maintain any server equipment and/or electronics required to operate its computer system. The City shall not allow unauthorized personnel in the secure space where the server is located.

5. Indemnification. Each Party, (as the Indemnitor Class), agrees to indemnify and hold harmless the other Party, together with the other Party's respective officials, officers, employees, and agents (Indemnatee Class) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or directly related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of the other Party and its officials, officers, employees, and agents (Indemnitor Class), but specifically excluding all liability, claims, suits, demands, proceedings and actions resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of any member of the Indemnatee Class.

6. Notices. Any required notice shall be in writing and delivered to the following addresses and parties:

To PARK DISTRICT:

Lockport Township Park District
Attn: Executive Director
1811 Lawrence Avenue
Lockport, Illinois 60441

To CITY:

City of Crest Hill
Attention: City Administrator
20690 City Center Blvd.
Crest Hill, Illinois 60403

Notices sent by mail shall be by registered or certified mail, postage pre-paid, and return receipt requested. Notices may be sent by facsimile or email transmittal to the facsimile transmittal numbers designated above, or to different numbers following notice of such change. If notice is by facsimile or email transmittal, said notice shall be effective the day of delivery if sent on a business day (defined as Monday through and including Friday, except federal and state holidays) between 9:00 a.m. and 5:00 p.m., and the same notice is also simultaneously mailed via first class regular U.S. mail. Any facsimile or email transmittal transmitted other than on a business day between 9:00 a.m. and 5:00 p.m. shall become effective on the next business day following the transmittal.

7. Representations. The Parties each certify that they have authority to execute the Lease and to commit to all described covenants and perform under this Lease. Each Party further agrees that whenever it is required to conduct any review, or grant its consent or approval to any matter, that Party will not unreasonably withhold, condition, delay or deny such act.

8. Breach and Cure. In the event of any breach of the terms of this Lease, the non-breaching Party shall give written notice to the breaching Party stating with particularity the nature of the alleged breach. The breaching Party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this Lease shall permit the other Party to terminate the Lease by giving the breaching Party thirty (30) days written notice of the breach and the non-breaching party's intent to terminate this Lease in accordance with the terms of this Lease. The failure of any Party to enforce any provision of this Lease shall not constitute a waiver by such Party of that or any other provision. The past waiver of a provision by either Party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

9. Governing Law. The laws of the State of Illinois shall govern this Lease as to both interpretation and performance. The venue for resolving any disputes concerning the Parties' respective performance, or failure to perform, under this Lease, shall be the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.

LOCKPORT TOWNSHIP PARK DISTRICT

By: _____
Jeff Rigoni, BOARD PRESIDENT

Date: _____

ATTESTED:

By: _____

Date: _____

CITY OF CREST HILL

By: _____
Raymond Soliman, Mayor

Date: _____

ATTESTED:

By: _____
Christine Vershay-Hall, City Clerk

Date: _____

EXHIBIT A

