

LEASE OF THE HOMEWOOD AUDITORIUM
2020 CHESTNUT ROAD HOMEWOOD, ILLINOIS

This Lease Agreement is made this 10th day of August, 2021 between the VILLAGE OF HOMEWOOD, a municipal corporation, as Lessor and the HOMEWOOD ARTS COUNCIL, an Illinois not-for-profit corporation, as Lessee. The terms of this Lease Agreement are:

1. PREMISES. Lessor for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does hereby lease to Lessee the premises in the Village of Homewood, County of Cook, State of Illinois, described as follows:

that portion of the building located at 2020 Chestnut Street, Homewood, Illinois, known as the "Homewood Auditorium," which shall include: the lobby, the gymnasium, the stage, two locker rooms, and the kitchen.

2. USE OF PREMISES. Lessee shall use the premises to conduct performing arts, cultural, and other Homewood Arts Council programs consistent with its not-for-profit mission.

3. TERM OF LEASE. The lease term is from July 1, 2021 through June 30, 2022, provided, however, that either party may terminate this lease with or without cause, upon sixty (60) days written notice.

4. RENTAL. Lessee, in consideration of this Lease Agreement, covenants and agrees to pay Lessor as rent for the Leased Premises the sum of One Dollar (\$1) per year, payable in advance upon execution hereof.

5. LESSOR'S USE OF THE LEASED PREMISES. Lessor shall be allowed use of the Leased Premises during such periods of time that Lessee does not have scheduled activities. Such use shall not otherwise interfere with the use of the Leased Premises by Lessee. Lessee shall have responsibility for security and supervision of the Leased Premises unless the Leased Premises are used by the Lessor.

Lessor may also continue to store records in the Leased Premises in the same amount and at the same location as presently utilized by Lessor.

6. LANDSCAPE MAINTENANCE AND SNOW REMOVAL. Lessor shall maintain the landscaped area immediately surrounding the Leased Premises at Lessor's expense. Lessor will also remove snow around the Leased Premises under Lessor's snow removal schedule.

7. USE OF VILLAGE PARKING LOTS. Parties using the Leased Premises with Lessee's permission may utilize public parking areas within Lessor's Village Hall parking lots. However, such users shall not use parking spaces clearly marked and allocated for specific parties or uses.

8. LESSOR'S USE OF LEASED PREMISES FOR MEETINGS. Lessor reserves the right to preempt Lessee's use of the Leased Premises if the Lessor determines it needs the Auditorium space to conduct a public meeting because Lessor anticipates that the audience turnout will exceed the space available at Lessor's regular meeting location. This provision shall apply to Lessor's Village Board or any of Lessor's commissions or committees. Lessor shall attempt to give Lessee five (5) days advance written notice of any such meeting under the notice provisions of this Lease but shall not be obligated to do so. In any case, Lessor shall give at least twenty-four (24) hours' notice of such preemption. If such preemption occurs, Lessee's planned program for that period shall be continued, canceled or held elsewhere. Any use by Lessor or its commissions or committees under this provision shall be without charge to Lessor. Lessor shall be responsible for the supervision and security of the Leased Premises during such use by Lessor. Lessee is to have responsibility for security of the Leased Premises at all other times.

9. INSURANCE AND INDEMNIFICATION. Lessee shall maintain in full force and effect during the term of this Lease the following coverage:

(a) Commercial General Liability insurance, bodily injury and property damage combined single limit per occurrence in an amount of not less than \$1,000,000 with a \$2,000,000 aggregate. Lessor, its officials, officers and employees shall be named as additional insured on a primary and non-contributory basis by original endorsement (CG 20 26) signed by a person authorized by the insurer to bind coverage on its behalf.

(b) Fire Legal Liability Insurance in an amount to provide for the repair or replacement of the Leased Premises in the event such a loss is caused by Lessee or one or more of Lessee's users.

(c) Lessee agrees to protect, defend, indemnify, and save harmless Lessor, Lessor's elected public officials, officers, and employees from all claims and liabilities, including but not limited to personal injury, wrongful death, and property damage which may arise out of Lessee's use of the said premises under this Lease Agreement, unless caused by the sole negligence of Lessor.

Lessor shall continue to insure the Leased Premises for fire damage not the result of Lessee's use of the premises. Lessor agrees to maintain such coverage if it may be obtained through Lessor's current fire insurance program, and so long as Lessor determines that the cost of such insurance is acceptable to Lessor. Should Lessor elect to

terminate such insurance, it will give Lessee sixty (60) days written notice of its intention to do so.

10. **USER'S RESPONSIBILITY.** Before accepting a reservation, Lessee shall obtain from the applicant a signed statement indicating that the applicant assumes responsibility resulting from loss or damage to the Leased Premises and to the applicant's property and agreeing to cooperate with Lessee in complying with all rules and regulations pertaining to using the Leased Premises.

11. **SMOKING AND USE OF INTOXICATING LIQUOR.** Lessee shall prohibit smoking in the Auditorium. Lessee shall allow the sale, distribution, or consumption of alcoholic beverages on the Leased Premises without first obtaining consent of the Local Liquor Commissioner and a Special Event liquor license. Lessee agrees to defend, save harmless and indemnify Lessor, its elected officials, officers, and employees in connection with any claims arising from the sale or distribution of alcoholic beverages within the leased property.

12. **PERSONAL PROPERTY.** Personal property, such as tables, chairs, kitchen equipment, etc. in the Leased Premises shall remain Lessor's property but shall continue to be located at the Leased Premises and may be utilized by Lessee. However, Lessor may use such tables and chairs for other facilities or outdoor functions. When such need arises, Lessor will coordinate its use with Lessee and, when possible, shall give seven (7) days' notice to Lessee of Lessor's intent.

13. **PAYMENT OF UTILITY EXPENSES.** Lessor shall be responsible for and shall pay the cost of gas, electric, and heat for the Leased Premises. Lessor shall provide and pay scavenger service costs. Lessee may deposit refuse in the dumpster in the rear of the Leased Premises used for Lessor's scavenger service.

14. **REPAIRS AND MAINTENANCE.** Lessee shall keep the premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all at its own expense, and shall yield the same back to Lessor upon the lease termination, in the same condition of cleanliness, repair, and sightliness as at the date of the execution thereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon the premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the premises at its own expense. If, however, the premises shall not be kept in good repair and in a clean, sightly, and healthy condition by Lessee, Lessor may enter the same, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness, and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, besides the rent hereby reserved, Lessor's expenses in replacing the premises in that condition. Lessee shall not

cause or permit any waste, misuse, or neglect of the water, or of the water, gas or electric fixtures. Lessee shall furnish janitorial service for the Leased Premises at Lessee's expense.

15. PAINTING, ADDITIONS REQUIRE LESSOR'S APPROVAL. Except as herein approved, Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or any additions or changes to the premises without Lessor's prior written consent. Unless otherwise agreed by Lessor and Lessee in writing, all such replacements and alterations shall be performed at Lessee's cost.

Unless otherwise provided by written agreement, all alterations, improvements and changes shall remain upon and be surrendered with the premises, excepting, however, that at Lessor's option, Lessee shall, at its expense, when surrendering the premises, remove from the premises and the building all such alterations, improvements and changes installed in the premises by Lessee and restore the premises to the condition existing before such alterations, improvements or changes. If Lessee does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements after requested to do so by Lessor, Lessor may remove the same and restore the premises and Lessee shall pay the cost of such removal and restoration to Lessor upon demand. Lessee agrees to protect, defend, and indemnify and save harmless Lessor, its agents and employees, from any and all liabilities of every kind and description which may arise out of or be connected in any way with said replacements, alterations or additions. Any mechanic's lien filed against the premises for which notice is received by either Lessor or Lessee for work claimed to have been furnished to Lessee shall be released and discharged of record by Lessee within ten (10) days after such filing or receipt, whichever is applicable, at Lessee's expense. Upon completing any replacements, alterations, or additions, Lessee shall furnish Lessor with contractor's affidavits and full and final Waivers of Lien and receipted bills covering all labor and materials expended and used. All replacements, alterations and additions shall comply with all insurance requirements and with applicable laws, statutes, ordinances and regulations. All alterations and additions shall be constructed in good and workmanlike manner and only good grades of materials shall be used.

16. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix, or exhibit or permit to be attached, affixed or exhibited, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the premises, or upon the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about the premises; and shall make no changes or alterations in the premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and if Lessee shall affix additional locks or bolts on doors or window, or shall place in the premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and

obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor, Lessor shall have the privilege of retaining the same if it desires. If it does not desire the same, it may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. This paragraph shall not, however, apply to Lessee's equipment and movable furniture. Lessee during the term of this Lease shall furnish Lessor with keys to the Leased Premises.

17. LESSEE NOT TO MISUSE. Lessee will permit no unlawful or immoral practice, with or without Lessee's knowledge or consent, to be committed or carried on in the premises by any person. Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the premises for any purpose that will injure the reputation of the premises or of the building of which they are a part.

18. CONDITION ON POSSESSION. Lessee has examined and knows the condition of the premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the premises, have been made by Lessor or his agent before or at the execution of this Lease that are not herein expressed.

19. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by the failure of Lessor to keep the premises in repair, and shall not be liable for any injury done by wind or by or from any defect of plumbing, electric wiring or of insulation thereon, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said premises are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, or for any damage or injury arising from any act, omission or negligence of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being expressly waived by Lessee.

20. FIRE AND CASUALTY. If the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at its option, terminate this Lease or repair the Premises. If Lessor elects to repair the Premises it shall give written notice of that decision to Lessee no later than ninety (90) days from the incident which rendered the Premises untenable, and Lessor shall proceed with such repairs as promptly as reasonably possible. Should Lessor elect not to repair or rebuild the Premises, then the term created shall cease and terminate. However, the insurance and Indemnification requirements of this Lease shall not terminate and shall continue in effect for any claims made against Lessor arising during the lease term of this Lease Agreement.

21. OPTION TO RENEW. Should Lessee wish to renew this Lease, it shall give written notice to Lessor no later than sixty (60) days before the end of the Lease Term. At that time, Lessor shall be free to renew this Lease or to decline to do so. Any Lease renewal shall be subject to negotiation and agreement by the parties as to the terms of any such renewal.

22. TERMINATION; HOLDING OVER. At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor. If Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then a tenancy at sufferance shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. This paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of the covenants herein.

23. LESSOR'S REMEDIES. If Lessee shall abandon the premises or if the breach of any covenant in this Lease occurs, Lessee's right to the possession of the premises shall terminate with or (to the extent permitted by law) with no notice or demand, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand, this lease shall terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the premises immediately, without receiving any demand, notice to quit or demand for possession of the premises, and grants to Lessor full and free license to enter into and upon the premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess itself of the premises, but such entry of the premises shall not constitute a trespass or forcible entry or detainer, nor a waiver of any covenant,

agreement or promise in this Lease contained, to be performed by Lessee. Lessee waives all notice of any election made by Lessor, notice to quit, demand for possession, and any and all notices and demands, of any and every nature, which may or shall be required by any. Statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the terms of this Lease or any extension thereof.

24. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs,, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing the obligations of Lessee under this Lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or because of this Lease.

25. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served when the copy is mailed.

26. AUTHORITY TO EXECUTE. Lessor and Lessee represent that they have followed the appropriate statutory procedure and are authorized to execute this Lease by their respective officers.

Agreed as of the date first written above.

Homewood Arts Council
an Illinois not-for-profit corporation

Village of Homewood
an Illinois municipal corporation

By: _____

By: _____

Print Name: _____

Richard A. Hofeld
Village President

Its: _____