

LEASE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2021 by and between the Village of Poplar Grove, and Illinois municipal corporation, (“Village”), and the Poplar Grove Lions Club, a(n) Illinois _____ (“Lions”).

WHEREAS, Village is the owner of real property located within the geographic boundaries of the Village commonly known as Lions Park (“Park”); and

WHEREAS, the Village desires to lease the Park to the Lions under the terms and conditions set forth herein.

NOW, THEREFORE, for consideration, and in consideration of the mutual covenants and promises as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject of Lease

Village shall lease to Lions the property commonly known as Lions Park to be used exclusively as a park open to the public.

2. Term of Lease

The Park shall be leased by the Village to the Lions for an initial period of twenty-five (25) years for an annual fee of \$1 payable to the Village on January 1 of each year, unless the lease is earlier terminated pursuant to the terms contained in this Agreement.

3. Responsibilities of Village

Village shall maintain the Park by providing the following as needed:

- a. Grass mowing
- b. Weed control
- c. Maintenance of parking lots and drives
- d. Refuse and trash removal

4. Responsibilities of Lions

Lions shall provide normal upkeep of the following appurtenances at the Park:

- a. Concessions
- b. Rest rooms
- c. Playground equipment
- d. Maintenance building

5. Scheduling

In recognition of the contributions to the Village community and its residences, the Lions shall have the first opportunity for scheduling up to ____ activities and the dates of activities. The Lions will provide a list of such activities and dates to the Village Clerk each December 1 for the following year.

6. Improvements

Lions may submit suggested plans for improvements to the Park, but no improvement at the Park may be commenced without approval by the Village Board.

7. Reservation Fee Structure

The Lions may develop a reservation fee structure for use of the Park facilities which will be in addition to any fees imposed by Village ordinance. Upon approval of the fee structure by the Village Board, the fees will be applied equally to all users of the Park.

8. Assignment of Agreement

Without the prior, express, and written consent of the other party, neither party shall assign this Agreement to any third party.

9. Dangerous Materials

Lions shall not store or have on the Park property any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Park property or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. Insurance

The Park shall at all times pursuant to this Agreement be the property of the Village and shall be covered under Village's liability insurance policy. Lions agree to maintain Park facilities in a manner and in such a way as to be eligible for coverage under the Village's liability insurance policy.

11. Termination

Either party to this Agreement may terminate the Agreement, with or without cause, by giving 60 days' written notice to the other party of its intent to terminate according to the terms set forth in Paragraph 16 below. Upon termination, each party shall have no further rights or obligations as set forth in this Agreement.

12. Binding Effect

The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties, and all covenants are to be construed as conditions

of this Agreement.

13. Governing Law

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

14. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

16. Notices

Any notices required or desired to be given under this contract shall be deemed to have been sufficiently given to either party when delivered or when mailed via first class regular mail, with postage prepaid, addressed to the parties last known address, or to such other address as any of them, by notice to the others, may designate from time to time. For the purpose of measuring the passage of time, the "mailbox rule" shall apply and the parties agree that all such measurements will begin upon mailing of said notice of other writing, by the other party, which may be required under this Agreement.

Notice to Village shall be sent to: _____

Notice to Lions shall be sent to: _____

17. Survival of Provisions

If any of the provisions of this instrument are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however

the remainder of this instrument and any other application of such provision shall not be affected hereby.

18. Venue of Actions

The parties hereto mutually covenant and agree that any and all suits for any and every breach of this contract shall be instituted and maintained in any court of competent jurisdiction in Boone County, Illinois.

19. Jurisdiction

All parties hereto hereby agree, consent and submit to the jurisdiction of the courts of the State of Illinois relative to any and all suits, claims, causes of action, interpretation of damages and any other judicial proceedings that may arise out of the performance of and/or enforcement of this contract.

20. Waiver of Right to Change Venue

The parties hereto acknowledge that this contract is executed in Poplar Grove, Illinois, and also acknowledge that they have agreed that any and all proceedings and or actions pertaining to this contract shall be instituted, prosecuted and defended in the courts of Boone County, Illinois, and therefore, both the Village and the Lions, hereby waive their respective rights to a change of venue.

21. Use of Pronouns

All terms used in this instrument, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

22. Use of Headings

The Article, Section and Clause headings appearing in this contract have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

23. Counterparts

This Agreement may be executed in two or more counterparts, and all such counterparts shall constitute one and the same instrument.

24. Amendments, Modifications

Except as otherwise provided for herein, this contract may not be amended, modified, or

terminated, nor any obligation hereunder be waived orally and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the parties hereto.

25. Indemnification

Lions agree to indemnify Village and hold Village harmless for any damages or injury that may occur on the Park property to any person, or to the Property or any improvements contained thereon, or any part thereof, due to any negligent or willful acts or omissions of Lions or any of its guests, invitees, occupants, agents or subcontractors.

IN WITNESS WHEREOF, THE PARTIES HERETO ARE DULY AUTHORIZED TO SIGN AND HAVE SIGNED THIS AGREEMENT ON THIS THE _____ DAY OF _____, 2021 AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING DOCUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO CONSENT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

VILLAGE OF POPLAR GROVE:

POPLAR GROVE LIONS CLUB:

ITS PRESIDENT

BY: _____
ITS: _____

ATTEST:

CLERK