

ORLAND PARK HEALTH & FITNESS CENTER
CAFE LEASE

THIS CAFE LEASE, made and entered into by and between the Village of Orland Park (•Landlord"). and **Avocado** Theory, Inc., ("Tenant").

1. **LEASED UNIT:** The Landlord leases to the Tenant use of the space consisting of an area in landlord's facility sufficient for Tenant to place an open air refrigerator with food products for purchase by Landlord's staff and members.

2. **LEASE TERM:** The term of this lease shall be three years, as follows:

Beginning date:	January 1, 2025
Ending date:	December 31, 2027

This lease may be renewed for additional terms upon mutual agreement of the parties.

Either party may terminate this Agreement upon 60-days advance written notice to the other.

3. **RENT:** The Tenant shall pay to the Landlord rent for the leased unit in the following amount: Rent: 10 % of gross sales

Power Wellness, on behalf of the Landlord shall use its' Compete Point of Service software to record all items purchased. Power Wellness employees, employed within the Orland Park Health & Fitness Center (OPHFC) shall receive 10% off the purchase price of any of Tenant's products purchased. Landlord shall remit to Tenant within 20 days of the close of the preceding month the proceeds from all sells, less the 10% of gross sales for rent which shall be retained by Landlord.

4. **USAGE OF LEASED UNIT:** The Tenant shall use the leased unit only for retail sale of food and non-alcoholic beverages. Tenant shall supply and maintain the refrigerator and all products contained inside at its expense. Tenant is solely and exclusively responsible for managing the equipment's functionality, placing fresh products in the equipment and removing expired products at its sole expense. Tenant shall comply with all laws and regulations applying to the property and any rules as the Landlord may adopt. The Landlord shall furnish copies of such rules to the Tenant.

UTILITY AND OTHER SERVICES:

The Landlord shall pay for the following utility and other services for the building and property:

- a. All natural gas, electricity, heating, cooling, water, and sewer for the common areas of the building and property.
- b. Snow removal for the sidewalks. driveways, and parking areas on the property.
- c. Custodial services for the building and the property.

5. **MAINTENANCE AND REPAIR:** Tenant shall maintain the leased premises in a clean, neat and orderly condition at all times and make all necessary repairs to the equipment and fixtures owned by Tenant. However, if any of such repairs or replacements are required to be made by the Landlord by reason of the fault or negligence of the Tenant, the Tenant shall reimburse the Landlord on demand for all costs of such repairs or replacements.
6. **CONDITION OF LEASE:** If the Tenant takes possession of the leased area, this shall be deemed conclusive evidence that as of the date of taking possession the leased area is in good order and repair. Upon the termination of this lease, the Tenant shall surrender possession of the leased area to the Landlord in the same condition as when received excepting only items attributable to reasonable usage.
7. **ALTERATIONS AND ADDITIONS:** Tenant shall not complete alterations or remodeling of any part of the leased unit without the prior written approval of the Landlord. All alterations or remodeling which are approved by the Landlord, shall be made at the Tenant's sole expense.
8. **LIENS:** The Tenant shall keep the leased area and the property free and clear of any mechanic's and other liens arising out of or in connection with work or labor done, services performed, or materials furnished in connection with any maintenance or repair and in connection with any business of the Tenant conducted in the leased area.
9. **INSURANCE:** The Tenant shall procure and maintain during the entire term of this lease the following insurance coverage:
 - (a) Fire and extended coverage insurance covering all of the equipment, supplies, furnishings, and other personal property of the Tenant, if any, including cash contained in the leased unit and any personal property of the Tenant for the full replacement cost of such items, if any.
 - (b) Public liability and property damage insurance with respect to the leased unit and the business conducted by the Tenant in the leased area with limits for public liability and property damage of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and One Million and no/100 Dollars (\$1,000,000.00) in the aggregate. The Landlord shall be named as an additional insured on this public liability and property damage insurance.

All the insurance coverage of either the landlord or the Tenant pursuant to this paragraph shall contain waiver of subrogation rights against the other party and shall be in a form and with insurance companies satisfactory to the Landlord. Each party shall pay all of the premiums for the insurance coverage required of that party on or before the due dates and shall deliver to the other party upon the execution of this lease and at each policy renewal time the policies or certificates of them. Each insurer for the insurance coverage required by this paragraph shall agree by endorsement on the policies issued by it or by an independent instrument that it will give to all named insureds not less than thirty (30) days' written notice before the policies will be altered or cancelled.

10. **INDEMNIFICATION:** Except for the Landlord's sole negligence or willful misconduct, the Tenant shall indemnify, defend and hold harmless the Landlord against all claims which may be asserted against the Landlord by reason of any of the following:

- (a) Any work in the leased unit area the Tenant.
- (b) Any accident, injury (including death), illness or damage to any person or damage to the property occurring in the leased area or any part of it or arising out of or relating to consumption of any product sold by Tenant or actions by Tenant or its staff.
- (c) Any failure of the Tenant to comply with any of the terms or conditions contained in this lease.
- (d) Any litigation or proceeding arising out of the Tenant's use of the leased area which the Landlord is made a defendant through no fault of the landlord.
- (e) Any loss, costs, expense, or liability arising out of a risk not covered by the insurance required to be procured and maintained by the Tenant by the terms of this lease.

11. **ASSIGNMENT OR SUBLETTING:** The Tenant shall not assign or transfer this lease or in any manner.

12. **SURRENDER OF LEASED AREA:** At the termination of this lease, the Tenant shall surrender the entire leased area to Landlord and deliver all keys belonging to the leased area.

13. **TERMINATION AND DEFAULT:** The occurrence of any one or more of the following events shall constitute a default by the Tenant under this lease:

- (a) If any voluntary or involuntary petition for bankruptcy is filed by or against the Tenant.

(b) If the Tenant makes any assignment of the Tenant's property for the benefit of creditors

(c) If the Tenant fails to perform any of its obligations under this lease and such default is not cured within thirty (30) days after notice of such default is given by the Landlord to the Tenant.

Upon an event of default, the Tenant hereby authorizes and empowers the Landlord to cancel and terminate this lease and immediately take possession of the leased area without the requirement of any previous notice.

- 14. **NOTICES:** Notices given pursuant to this agreement shall be in writing and given in any of the following ways: (a) actual delivery of the notice into the hands of the party entitled to receive it; (b) delivery by a nationally recognized overnight delivery service; or (c) mailing of the notice in the United States mail, certified mail, return receipt requested or email, addressed to the following addresses:

LANDLORD

The Village of Orland Park
c/o

TENANT

Avocado Theory, Inc.

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it, in the case of delivery by a nationally recognized overnight delivery service upon receipt of the usual delivery confirmation of such overnight delivery service, and in the case of mailing on the third business day after the date of the mailing. The addresses of the Landlord and the Tenant may be changed by notice given in accordance with the terms of this paragraph.

- 15. **INDEPENDENT CONTRACTORS:** Landlord and Tenant are independent contractors. Both parties are responsible for their own respective employees and shall have no obligations to the employees of the other. Tenant agrees that *it* is solely and exclusively responsible for workers' compensation and other insurance programs that may be required for Tenant's employee.

- 16. **GENERAL PROVISIONS:** This lease shall be interpreted and enforced in accordance with the law of the State of Illinois.

LANDLORD

Village of Orland Park

TENANT:

Avocado Theory, Inc.

Date: _____

Date: _____