

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **VILLAGE OF ORLAND PARK**, Cook and Will Counties, Illinois (being the record title holder), whose address is 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 (hereinafter referred to as "Landlord"), and **SOUTHWEST COMMUNITY CONCERT BAND**, an Illinois not-for-profit corporation, whose address is P.O. Box 244, Lockport, Illinois 60441 (hereinafter referred to as "Tenant").

### **ARTICLE I - GRANT OF LEASE**

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the premises situated in the Village of Orland Park, County of Cook, State of Illinois, described as follows:

- a) Room 202, for office space;
- b) Room 203, for weekly music practice on Tuesday nights from 6:30 p.m. until 10:15 p.m.; and
- c) Kitchen, hallway and small closet in Room 203 for storage,

all located in the Landlord's Cultural Arts Center, 14760 Park Lane, Orland Park, Illinois, together with, as part of the parcel, all improvements located thereon (the "Leased Premises").

A diagram/rendering of the Leased Premises is attached hereto as EXHIBIT "A."

### **ARTICLE II - LEASE TERM**

**Total Term of Lease.** The Landlord leases to Tenant the above Leased Premises for a term of two (2) years, commencing February 23, 2016, (the "Commencement Date") and terminating on February 28, 2018, or sooner as provided herein ("Lease Term").

## **ARTICLE III – EXTENSIONS/EARLY TERMINATION**

Section 1: Extensions. The parties hereto may elect to extend this Lease Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

Section 2: Early Termination. At any time following expiration of the first one (1) year of the Lease Term, either party may terminate this Lease Agreement effective six (6) months following written notice.

## **ARTICLE IV - DETERMINATION OF COMPENSATION**

The Tenant agrees to compensate the Landlord and the Landlord agrees to accept, during the Lease Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, compensation as follows:

Section 1: Annual Rent. Annual rent during the Lease Term shall be Twelve Dollars (\$12.00) (“Annual Rent”), payable on the first day of each year of the Lease Term.

Section 2: Additional Compensation. Tenant shall conduct no less than two (2) concert performances at Village events (on mutually agreed dates), will make Landlord a Presto Sponsor for Tenant’s Standing Ovation Fund for on-line recognition as well as recognition of Landlord at Tenant’s concert events.

## **ARTICLE V - UTILITIES**

Tenant shall reimburse Landlord for any utility or janitorial expense incurred by Landlord which is directly attributable to Tenant’s use of the Leased Premises.

## **ARTICLE VI - OBLIGATIONS FOR REPAIRS**

Section 1: Landlord's Repairs. Landlord shall, at its cost and expense, maintain and make repairs as required to keep the systems of the Leased Premises, including, but not limited

to, the roof, structural, mechanical, facade, windows, HVAC, utility services and doors of the Leased Premises and other common areas of the Leased Premises (except for Tenant's obligations set forth in section 2 below of this Article VI) in good condition and state of repair, and further in compliance with state, local and county building codes, laws and regulations.

Section 2: Tenant's Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 3: Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor materially diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not delay or unreasonably withhold such consent. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 4: Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each party hereto shall give written notice to the other party of any repairs required

of the other pursuant to the provisions of this Article, and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claim or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

## **ARTICLE VII –TENANT/LANDLORD COVENANTS**

Section 1: Tenant's Covenants. Tenant covenants and agrees as follows:

a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease Agreement, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty, acts of God, riot and insurrection covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;

b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to provide Landlord, if not already available, with a set of keys for

the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's activities;

c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease Agreement.

Section 2: Landlord's Covenants. Landlord covenants and agrees as follows:

a. Landlord shall provide sufficient and uninterrupted (except for reasonable interruptions required to make repairs) heat, air conditioning, cold and hot water, gas, electricity, and other utilities serving the Leased Premises.

b. The rules, laws and ordinances of Orland Park permit the use of the Leased Premises for Tenant's use under this Lease. When delivered to Tenant under this Lease, the Leased Premises will comply with all rules, laws, orders and ordinances of all legally constituted governmental bodies.

## **ARTICLE VIII - INDEMNITY BY TENANT**

Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord to the extent for which Tenant's insurer is required to, and does so, in accordance with the insurance policy issued by the insurer to Tenant, from all injury, loss, claim or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than \$1,000,000.00 for injury or death from one accident and \$1,000,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be

delivered to Landlord on or before the commencement date and no such policy shall be cancelable without at least ten (10) days prior written notice to Landlord. The term "Landlord" as used in this Article shall include the Board of Trustees, officers, employees and agents of the Village of Orland Park, Illinois.

## **ARTICLE IX - USE OF PROPERTY BY TENANT**

The Leased Premises may be occupied and used by Tenant exclusively as an office, musical practice and storage of musical equipment/instruments along with related office and administrative activities. Nothing herein shall give Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use, unless prior written consent thereto is given by the Landlord, which consent shall not be unreasonably withheld or delayed.

## **ARTICLE X - INSURANCE**

Section 1: Insurance Proceeds. The Tenant, at its expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with respect to the Leased Premises with minimum coverage as follows: One Million Dollars (\$1,000,000.00). Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a minimum of a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

Section 2: Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

## **ARTICLE XI - DAMAGE TO LEASED PREMISES**

If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease Agreement and before the termination hereof, then either party may at any time thereafter cancel and terminate this Lease Agreement by sending ten (10) days written notice thereof to the other party. Upon termination, as aforesaid, by either party hereto, this and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

## **ARTICLE XII - DEFAULT**

Section 1: Landlord's Remedies. In the event that:

- a. Tenant shall on three or more occasions be in default (provided Landlord has given Tenant not less than 10 days prior written notice before declaring a default) in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

b. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion) then Landlord shall be entitled to terminate this Lease Agreement by giving Tenant notice of termination, in which event this Lease Agreement shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease Agreement, and all rights of Tenant under this Lease Agreement and in and to the Leased Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease Agreement arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice and recover from Tenant all damages Landlord may incur by reason of Tenant's default.

Section 2: Landlord's Self Help. If a default by Tenant shall occur in the performance or observance of any agreement or condition in this Lease Agreement contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing

shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

### **ARTICLE XIII - TITLE**

Section 1: Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease Agreement without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 2: Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses, and the Landlord shall bear no responsibility therefor.

### **ARTICLE XIV - EXTENSIONS/WAIVERS/DISPUTES**

Section 1: Extension Period. Any extension of the term hereof shall be Subject to the provisions of Article III hereof.

Section 2: Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease

Agreement or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease Agreement, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease Agreement as extended or renewed, prorated and payable for the period of such occupancy.

Section 3: Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease Agreement shall be deemed a waiver of a breach of any other provision of this Lease Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease Agreement or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4: Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof; the party against whom the obligation to pay the money is asserted shall have the right to make payment

"under protest," and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease Agreement, and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5: Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address

herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

## **ARTICLE XV - PROPERTY DAMAGE**

Section 1: Loss and Damage. Notwithstanding any contrary provisions of this Lease Agreement, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors.

Section 2: Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

## **ARTICLE XVI - MISCELLANEOUS**

Section 1: Assignment and Subletting. Tenant shall not assign this lease or sublet any portion of the Leased Premises without prior written consent of the Landlord, which shall not be unreasonably withheld or delayed. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease Agreement.

Section 2: Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions

and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3: Invalidity of Particular Provision. If any term or provision of this Lease Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 4: Captions and Definitions of Parties. The captions of the Sections of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease Agreement otherwise provided, the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision

contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 5: Brokerage. No party has acted as, by or through a broker in the effectuation of this Lease Agreement, except as set out hereinafter.

Section 6: Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease Agreement shall not be modified in any way except by a writing executed by both parties.

Section 7: Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The parties herein waive trial by Jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cook County, State of Illinois. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the substantially prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the substantially prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 8: Waiver by Tenant. Tenant hereby waives any and all right to assert affirmative defenses or counterclaims in any eviction action instituted by Landlord with the exception of an affirmative defense based upon payment of all amounts claimed by Landlord

not to have been paid by Tenant. Any other matters may only be advanced by a separate suit instituted by Tenant.

Section 9: Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 10: Extraordinary Remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement the day and year first above written or have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of

**"LANDLORD"**

**VILLAGE OF ORLAND PARK,  
an Illinois municipal corporation**

By: \_\_\_\_\_  
Authorized Officer

**"TENANT"**

**SOUTHWEST COMMUNITY CONCERT BAND,  
an Illinois not-for-profit corporation**

By \_\_\_\_\_