

LEASE AGREEMENT BY AND BETWEEN
THE BOARD OF EDUCATION OF ANTIOCH COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 34, LAKE COUNTY, ILLINOIS, AND
THE LAKES REGION HISTORICAL SOCIETY

THIS LEASE, is made as of the effective date set forth in Section 26 of this Lease and is by and between the Board of Education of Antioch Community Consolidated School District No. 34, Lake County, Illinois, (hereinafter "Landlord") and the Lakes Region Historical Society, an Illinois not-for-profit corporation, (hereinafter "Tenant") (and hereinafter referred to collectively as the "Parties").

WITNESSETH

WHEREAS, Landlord is the owner of a certain building located at 817 Main Street, Antioch, Illinois, (hereinafter "Premises"); and

WHEREAS, Landlord has determined that the Premises will not be needed by Landlord during the term of the lease; and

WHEREAS, Landlord has authority pursuant to Section 10-22.11 of the *School Code* (105 ILCS 5/10-22.11) to lease school property to Tenant; and

WHEREAS, Landlord has found and determined that entry into this Lease is in the best interests of the residents of the school district represented by the Landlord.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, upon the terms and conditions and agreements hereinafter set forth, and Landlord and Tenant hereby agree as follows:

1. TERM.

(a) Term. The term of this Lease shall be for two (2) years commencing on the **April 1, 2026**, ("Commencement Date") and terminating on **March 31, 2028**, ("Expiration Date"), unless sooner terminated as set forth herein.

(b) Termination. Landlord and Tenant shall each have the option to terminate this Lease for any reason upon not less than six (6) months prior written notice to the other ("Termination Notice"). If a party delivers a Termination Notice, then this Lease shall be deemed to have expired as if by lapse of time on the date set forth herein for termination. Tenant shall return possession of the Premises to Landlord on such date of termination in accordance with the terms of this Lease. Tenants shall not be released from any obligation accruing prior to such termination date. Neither party shall be entitled to a termination fee due to the termination of this Lease pursuant to this Paragraph 1(b).

2. RENT. Tenants shall pay Landlord rent in the amount of One Dollar (\$1.00) on the first day of the Lease Term and on the anniversary date each year of the Lease Term thereafter.

3. **CONDITION OF PREMISES.** Tenant acknowledges that neither Landlord nor any board member, agent, officer, or employee has made any representation or warranty concerning the Premises, with respect to suitability, condition, or repair thereof, and Tenant accepts possession of the Premises "as is." Tenant's taking possession of the Premises shall be conclusive evidence as against Tenant that the Premises is in good order and satisfactory condition when Tenant took possession hereunder.

4. **USE OF FACILITY BY TENANT.** The Parties agree that the Tenant shall have the right to use the Premises only for the purposes of the Lakes Region Historical Society ("Permitted Use").

5. **ASSIGNMENT AND SUBLetting.** Tenant shall not sell, assign, hypothecate, sublet, or transfer this Lease or Tenant's interest hereunder, or subject the Premises or any part thereof, or permit the Premises or any part thereof, to be used for any purpose other than for the Permitted Use, without prior written consent of the Landlord in each instance, which consent shall be granted or withheld in Landlord's sole and absolute discretion. Consent from Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting, or as releasing Tenant from any liability or obligation hereunder. Any sublessee or assignee whose sublease or assignment meets the foregoing requirements shall use the Premises only for the Permitted Use.

6. **MAINTENANCE AND REPAIR OF PREMISES.** During the term of this Lease, Tenant agrees to maintain the Premises in a clean, safe, and orderly manner in full compliance with all applicable federal, state, and local laws and regulations.

It is understood between the Parties that the Tenant shall be responsible for any and all maintenance and repair costs of the Premises for the term of this Lease, including but not limited to all structural elements of the Premises, the roof, all heating, cooling, and plumbing equipment, and fixtures.

7. **ALTERATIONS IMPROVEMENTS AND RENOVATIONS.** During the term of this Lease, Tenant shall have the right to make alterations, improvements, or renovations to the Premises or any part thereof, subject to the written approval of Landlord. All improvements resulting from any such work shall, upon completion thereof, become the property of the Landlord unless the written approval of the Landlord contains an express provision to the contrary.

Before commencement of any alterations, improvements, or renovations to the Premises or any part thereof, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amount satisfactory to Landlord, and waivers of lien against any and all claims, costs, damages, liabilities, and expenses which may arise in connection with the alterations, improvements, or renovations to the Premises or any part thereof. Whether Tenant furnishes Landlord with the foregoing or not, Tenant hereby agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, improvements, or renovations to the Premises or any part thereof.

Before commencing any work by an outside contractor Tenant shall furnish Landlord with Builder's Risk insurance satisfactory to the Landlord. The coverage and limits under the policies of insurance shall be subject to Landlord's decision and approval, and shall name Landlord, its board members individually, its agents, officers, and employees, and their successors or assigns, as named insureds. Additionally, Tenant shall furnish Landlord with certificates of insurance from all outside contractors performing labor or furnishing materials

that insure Landlord against any and all liabilities which may arise out of or be connected in any way with said alterations, improvements, or renovations to the Premises or any part thereof.

8. UTILITIES. It is understood between the Parties that the Tenant shall be responsible for any and all utilities, including but not limited to water, sewer, gas, telephone, cable, and electric, which may be installed on the Premises for the term of this Lease.

9. TAXES. It is understood between the Parties that the Tenant shall be responsible for payment of any and all taxes assessed directly against the Premises or pursuant to a leasehold tax for the term of this Lease.

10. INSURANCE. Tenant agrees during the term hereof to carry public liability insurance or general comprehensive liability insurance, in the joint names of Landlord, its board members individually, its agents, officers, and employees, and their successors or assigns, and Tenant, its officers, employees, agents, contractors, servants, or their successors or assigns, covering the Premises for injury or death to any person or persons, and property damage, in such amounts and with such insurance companies licensed to do business in Illinois as are satisfactory to Landlord, and to pay the applicable premiums therefore and to deliver said policies or certificates thereof annually to Landlord. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it, or by independent instrument furnished to Landlord, that it will give Landlord thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled, and shall also cover the Tenant's indemnification obligation set forth in Paragraph 11 of this Lease.

11. INDEMNIFICATION. Tenant shall indemnify Landlord and its board members individually, its agents, officers, and employees, and their successors or assigns, and hold them harmless from and against any and all claims, actions, damages, liability, and expenses in connection with loss of life, personal injury, and/or damage to property arising from or out of or in connection with the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its officers, employees, agents, contractors, servants, or their successors or assigns. In case Landlord or its board members, agents, officers, and employees, or their successors or assigns shall be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, contractors, servants, or their successors or assigns, then Tenant shall protect and hold Landlord and its board members, agents, officers, and employees, or their successors or assigns harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by them in connection with such litigation.

12. PERSONAL PROPERTY. Except to the extent prohibited by law and for any claim arising out of, Landlord shall not be liable, and Tenant waives all claims against Landlord for damages to person or property sustained by Tenant resulting from its use of the Leased Premises, Building, or Property, or any equipment, furniture, fixtures, or appurtenances thereto becoming out of repair, resulting from any accident in or about the Leased Premises, Building, or Property or common areas, or resulting directly or indirectly from any act or neglect of any person on the Leased Premises, Building, or Property or common areas. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply if any such damage results from the act or neglect of other occupants, or an employee or employees of Landlord. All personal property belonging to Tenant on the Leased Premises, Building, or Property shall be there at the risk of Tenant. Landlords shall not be liable for any damage thereto or the theft or misappropriation thereof. Landlord shall not be in default of this Lease, nor shall Landlord be liable for any damages to either person or property in the event that utility services to the Premises are interrupted. Tenant shall be limited to its own insurance coverages to pay for damage to its property or fixtures and hereby holds harmless and releases

Landlord from any damage or claim of damage to Tenant's property or fixtures. All personal property belonging to Tenant or any other occupant on the Premises shall be there exclusively at risk of Tenant or such other persons and Landlord shall not be liable for any damage thereto or the theft or misappropriation thereof.

13. **GOVERNMENTAL REGULATIONS.** Tenant shall at its expense comply with all requirements of federal, state, and local regulatory authorities and government regulated utility companies with respect to its use of the Premises and shall promptly obtain and maintain at its expense and at all times any required licenses, certificates, or variations of the zoning laws. Should Tenant be found to be in violation of any federal, state, or applicable local rules, statutes, regulations, or ordinances and be unable to cure such violations within thirty (30) days or such reasonable extension of time as is mutually agreed upon between Tenant and Landlord, this Lease shall terminate.

14. **RIGHT OF ENTRY.** Landlord and its board members, agents, and officers shall have the right to enter the Premises at all reasonable times for the purpose of examining, inspecting, or exhibiting the same, or for other purposes permitted under this Lease; provided, however, that nothing herein contained shall be construed as imposing upon Landlord any obligation, responsibility, or liability whatsoever for the care, maintenance, or repair of the Premises, except as specifically provided for in this Lease.

15. **SCHOOL FUNCTIONS.** Tenant covenants and agrees with Landlord that Tenant's use of the Premises shall not interfere with school functions and activities conducted by Landlord on the adjoining premises.

16. **BENCH MARK.** Tenant, its officers, employees, agents, contractors, servants, or their successors or assigns, shall not remove the Bench Mark location on the exterior of the Premises.

17. **DEFAULT.** If default be made in the payment of sums to be paid by Tenant in accordance with this Lease, or in the event of default in any of the covenants herein contained to be kept by Tenant, it shall be lawful for Landlord at any time, at its election, with prior written notice of its intention to that effect, to declare said Lease Term ended and to reenter the Premises with or without process of law, and to remove Tenant or any persons occupying same, without prejudice to any remedies which might otherwise be used for arrears of any sums due, and Landlord shall have a valid and first lien upon all personal property which Tenant owns or may hereafter acquire or have an interest in, as security for payment of any sums due.

18. **ABANDONMENT AND RELETTING.** If Tenant abandons or vacates the Premises, or if Landlord terminates Tenant's right to occupy the Premises by reason of Tenant's breach of any of the covenants herein, the same may be relet by Landlord upon such terms as Landlord may deem fit.

19. **RIGHTS AND REMEDIES.** The various rights and remedies herein granted to Landlord and Tenant shall be cumulative and in addition to any other remedies Landlord and Tenant may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's or Tenant's right to exercise any other right or remedy.

20. **SURRENDER OF PREMISES.** At the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as reasonable and proper use thereof would permit. At the end of the term hereof, Tenant shall not remove any equipment, or other personal property placed on the Premises by Tenant unless Landlord has consented in writing to the removal of same and Tenant promptly pays Landlord's actual costs, including labor, material, and overhead for repairs necessary to restore the Premises.

21. NOTICE. All notices, requests, demands, waivers, and other communications shall be in writing and shall be considered duly given when personally served, or, if mailed, three days following dispatch when deposited in the mail, certified or registered mail, postage prepaid, or on the next business day after deposit with the carrier if given by overnight mail, properly addressed to the party entitled to receive such notices at the addresses as follows:

To Tenant: President
Lakes Region Historical Society Museum
817 Main Street
Antioch, Illinois 60002

To Landlord: Superintendent
Antioch Community Consolidated School District No. 34
964 Spafford Street
Antioch, Illinois 60002

Notice of change of the foregoing addresses of either party shall be given to the other party, as above provided, at least seven days prior to the effective date of such change.

22. LANDLORD'S TITLE. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall, or may encumber the title of Landlord. Tenant covenants that it shall take no action that results in the encumbrance of Landlord's title to the Premises.

23. PARTIAL INVALIDITY. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

24. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto.

25. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Lake County, Illinois, or the United States District Court for the Northern District of Illinois.

26. EFFECTIVE DATE. This Lease shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Lease on the date first above written.

TENANT:

**LAKES REGION
HISTORICAL SOCIETY**

By: _____
Its: President

ATTEST:

By: _____
Its: Board Secretary

Date: _____

LANDLORD:

**BOARD OF EDUCATION OF
ANTIOCH COMMUNITY
CONSOLIDATED SCHOOL
DISTRICT NO. 34,
LAKE COUNTY, ILLINOIS**

By: _____
Its: President, Board of Education

ATTEST:

By: _____
Its: Secretary, Board of Education

Date: _____