

2022-23
CLASSROOM SPACE
LEASE AGREEMENT

1. **PARTIES:** The parties of this Lease are BLOOMINGDALE ELEMENTARY DISTRICT #13, DuPage County, Illinois, having its principal offices at 164 South Euclid Avenue, Bloomingdale, Illinois, ("Lessor"), and NORTH DUPAGE SPECIAL EDUCATION COOPERATIVE (NDSEC), having its principal offices at 132 E. Pine Avenue, Roselle, Illinois ("Lessee"). The rights and duties of Lessee and Lessor shall be controlled by the provision of this Lease.

2. **PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

Two Primary Academic Life Skills Classrooms at DuJardin School, 166 S. Euclid Avenue, Bloomingdale, Illinois, One Intermediate Academic Life Skills Classroom at DuJardin School, 166 S. Euclid Avenue, Bloomingdale, Illinois, and One Middle School Academic Life Skills Classroom at Westfield Middle School, 149 Fairfield Way, Bloomingdale, Illinois, including all furnishings and ordinary school equipment necessary to use said rooms as classrooms. Lessor shall make available from time to time areas and facilities of common benefit; (e.g., the gymnasium, playgrounds, parking areas, etc.). Further, Lessee shall have the right to use all hallways for access to the above-mentioned classrooms. Use of said hallways and common areas by Lessee, its employees, agents, students, or other persons on Lessor's premises for Lessee's business purposes shall be subject to reasonable regulation by the Lessor.

3. **TERM:** This Lease shall be for a term of one year commencing on August 13, 2022, and continuing until August 12, 2023. Thereafter, Lessor grants to Lessee the exclusive right and option to renew this Lease for an additional consecutive year. The Lessee shall notify the Lessor by February 15th of the current leased period of Lessee's intention to exercise the renewal or termination of the agreement. The Lessor shall notify the Lessee by March 15th of the current leased period in the event the Lessor intends to reject the renewal request.

4. **RENT AND RELATED COSTS:** Lessee agrees to pay Lessor rent as determined by the NDSEC Operational Board. For the school year 2022/2023 it is hereby agreed the rent shall be as follows:

Two Primary Academic Life Skills Classrooms at DuJardin School @ \$15,000 = \$30,000
One Intermediate Academic Life Skills Classroom at DuJardin School @ \$15,000
One Middle School Academic Life Skills Classroom at Westfield Middle School @ \$15,000

5. **PAYMENT OF RENT:** Lessee agrees to pay rent on or before January 1 of the school term of the lease to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. **REGULATION OF STUDENTS AND CLASSROOMS:** Lessor shall have the right to establish reasonable rules and regulations:

- a. For the conduct of Lessee, its agents, employees, students, or persons entering on Lessor's premises, including that which is leased.
- b. For the reasonable use of the classroom.

7. **ASSIGNMENT SUBLETTING:** Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use there for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. **SURRENDER OF PREMISES:** Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term in good condition, reasonable wear and tear accepted, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. **NO WASTE OR MISUSE:** During the term of this Lease, or any renewal thereof, Lessee shall repair and restore any glass broken in the several doors and windows in the premises hereby leased to Lessee, which replacement or restoration shall be of a like kind and quality. The Lessee, its employees, agents, or students, shall not allow any waste of water or misuse or neglect of water and lighting fixtures on the premises. Lessee will pay all damages to Lessor's premises caused by such waste or misuse.

10. **TERMINATION, ABANDONMENT, RE-ENTRY, RELATING:** At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If default be made in the payment of the rent, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, it shall be lawful for the Lessor at any time, at its election, without notice, to declare the term ended with this Lease forfeited.

11. **INSURANCE, UTILITY SERVICE, REPAIRS, AND REPLACEMENTS:** Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism or other perils. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls, and structural portions of the building, shall be made by the Lessor. Lessee shall at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the waste or misuse of the premises by Lessee, its agents, employees, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof. The Lessor shall be liable for any loss or damage of or to any property placed in the storeroom or storage place being furnished gratuitously, and no part of the obligations of this Lease.

12. **CERTIFICATE OF INSURANCE:** Lessee shall purchase a policy of insurance with a minimum face amount of \$500,000 per person and \$1,000,000 per occurrence with the Lessor named as certificate holder to insure against any claim or claims brought by any party or parties against Lessor for bodily injury resulting from acts occasioned by any negligence of Lessee, for Lessee's business purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at the NDSEC Office and Lessor's Offices.

13. **PLURALS, SUCCESSORS:** The words "Lessor" and Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male, or female, or to firms or corporations, as the same may be described as Lessor to Lessee herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the _____ day of _____, 2022.

**BLOOMINGDALE ELEM. DISTRICT #13
DUPAGE COUNTY, ILLINOIS**

**NORTH DUPAGE SPECIAL EDUCATION
COOPERATIVE
132 E. Pine Avenue
Roselle, IL 60172**

BY:

BY:

District Representative

NDSEC Executive Director

ATTEST:

ATTEST:

Secretary

Board Secretary