

LEASE

1. **PARTIES:** The parties to this Lease are the Board of Education of La Grange South District 105, Cook County, Illinois, having its principal offices at 701 S. Seventh Ave., La Grange, Illinois, 60525 ("Lessor"), and La Grange Area Department of Special Education (LADSE), having its principal offices at 1301 W. Cossitt, La Grange, Illinois ("Lessee"). The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.
2. **PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

1 classroom at District 105 Hodgkins in Hodgkins, 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 1, 2019 and continuing until June 30, 2020. The Lessee shall notify the Lessor by March 1 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 30 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 and a per ADE fee as determined by the LADSE Directing Board, currently set at \$10,000 per classroom, and \$1,300 per ADE (average daily enrollment).
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 or on Lessor's premises, including that which is leased.
 - b. For the reasonable use of the classroom.
7. **BACKGROUND INVESTIGATION:** Lessee, at its sole cost, shall conduct background investigations of all Lessee employees, agents, or others who will interact with students, and, in accordance with Section 10-21.9 of the Illinois School Code, shall provide upon request, results of each background investigation to the Lessor, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. Lessee shall not allow anyone to work under this Agreement whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered and which call into question such individual's fitness to work with children.
8. **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 thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

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9. **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.
10. **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.
11. **TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING:** 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, of 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 and this Lease forfeited.
12. **INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT:** Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by: the Board of Education of La Grange South District 105, Lessor; from fire, lightning, vandalism or other perils. Lessee assumes full responsibility for providing at its expense any insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required therefore. 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.
13. **LESSOR NOT LIABLE:** The Lessor shall not be liable for any loss of property or defects in the building or in the premises, of any accidental damages to the person or property of the Lessee in or about the building or the premises where such loss or injury results from water, rain or snow leaking into, issuing or flowing from any part of the building or the premises, or from the pipes or plumbing of the same. The Lessee hereby covenants and agrees to make no claim for any such 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. Lessee shall purchase a policy of insurance with a minimum face value of \$1,000,000 per occurrence and \$3,000,000 aggregate with the Lessor named as additional insured 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 or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's business purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at LADSE Offices and Lessor's Offices.

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14. **INDEMNIFICATION:** Lessee shall indemnify, save harmless, and defend Lessor, its Board, Board members, employees, agents, volunteers, and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person (including death) that may arise out of or in connection with Lessee's, its employees, agents, volunteers and students use of the premises or Lessee's breach of the Lease.
15. **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 _____, 2019.

THE BOARD OF EDUCATION OF
LA GRANGE SOUTH DISTRICT 105
701 South Seventh Avenue
La Grange, Illinois 60525

By:
District Superintendent: _____
Steven Bahn

Attest: _____
Secretary

LA GRANGE AREA DEPARTMENT
OF SPECIAL EDUCATION (LADSE)
1301 W. Cossitt
La Grange, IL 60525

By:
LADSE Executive Director: _____
Dr. Ellie Ambuehl

Attest: _____
Secretary

