

LEASE AGREEMENT

BETWEEN

NORRIDGE SCHOOL DISTRICT 80 AND NORRIDGE PARK DISTRICT

July 1, 2023 through June 30, 2026

THIS LEASE AGREEMENT ("Lease") is made as of the later of the dates accompanying the signatures below (the "Effective Date") by and between **THE BOARD OF EDUCATION OF NORRIDGE SCHOOL DISTRICT NO. 80** (hereinafter "Landlord") and **THE NORRIDGE PARK DISTRICT** (hereinafter "Tenant"). Landlord and Tenant are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, Landlord is the owner of the land and improvements, including but not limited to a school building (the "School"), commonly known as **LEIGH ELEMENTARY SCHOOL** located at 8151 Lawrence Avenue, Norridge, Illinois (hereinafter "School Property"); and

**WHEREAS**, the Landlord finds that the portions of the School to be leased to Tenant are unnecessary for school purposes for the term of this Lease Agreement; and

**WHEREAS**, the Tenant has authority to lease real estate for a period not exceeding 99 years and to improve same in such manner as may be required for its corporate purposes by the construction of capital improvements thereon when so authorized by the affirmative vote of two-thirds of its governing board; and

**WHEREAS**, Article VII of the Illinois Constitution and Illinois Statutes, including without limitation Section 8-16 of the Park District Code (70 ILCS 1205/8-16), Section 10-22.12 of the School Code (105 ILCS 5/10-22.12), and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) encourage and permit intergovernmental cooperation between units of local government, and Landlord and Tenant are units of local government pursuant to these laws; and

**WHEREAS**, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord a portion of the School more particularly described on Exhibit A, which is attached hereto and incorporated herein (hereinafter "Premises"); and

**NOW THEREFORE**, for and in consideration of their mutual covenants and agreements hereinafter set forth and the above recitals which are by this reference incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant, agree as follows:

**1. GRANTS.**

- a. **Premises.** Landlord hereby lease to Tenant and Tenant hereby leases from Landlord the Premises.
- b. **Additional Rights and Licenses.** In addition, Landlord hereby grants to Tenant and its officers, park commissioners, employees, agents, contractors, invitees, and any person occupying the Premises with permission of Tenant ("Tenant Group"), a non-exclusive right and license over the following areas of the School Property ("Additional Access Areas") and subject to the following terms for so long as Tenant is leasing the Premises during the Term (hereinafter defined):
  - i. **Ingress/Egress:** Pedestrian and vehicular ingress and egress over the School Property, to and from the Premises, upon and across the School's Parking lot, the entrance of the School, sidewalks, and the hallways specifically depicted on Exhibit A ("Ingress/Egress Area").
  - ii. **Parking:** A non-exclusive right to use the Parking spaces in the School's Parking lot for Parking of automobiles after regular school hours or on school holidays, except as needed by Landlord for School District events.
  - iii. **Restrooms:** A non-exclusive right to use the restrooms located on the second floor of the School.
  - iv. **Playground Area and Fields:** A non-exclusive right to use the School Property playground and fields in conjunction with Tenant's use as defined below, at all times when the outdoor play areas are not in use by School children.
  - v. **Before/After School Care with Leigh/Giles School:** Right of first refusal to provide this care for District 80 students only in rooms agreed to by District 80. The specific dates and times for the after school program shall be mutually agreed upon in writing by the Parties by May 1st for the following school year.
- c. The Landlord may, from time to time, change the size, location and nature of the Additional Access Areas and may make installations therein and move or remove such installations. Tenant's use of the Additional Access Areas shall be subject to reasonable rules and regulations as Landlord may impose.
- d. Landlord makes no representation or warranty regarding suitability of the Additional Access Areas for Tenant's intended activity. However, Landlord does represent that the Additional Access Areas are suitable, including handicapped accessible, for the educational and educational related uses of the School made by Landlord. Tenant acknowledges that the Additional Access Areas may from time to time become unavailable to Tenant due to reasons beyond the control of Landlord. In such event the Rent and Additional Rent payable by Tenant shall abate appropriately as provided in Section 5 below.

- e. Express Reservation of Rights by Landlord. Tenant shall not enter, nor permit Tenant Group to enter, School Property, other than the Premises and the Additional Access Areas, without in each instance first obtaining the prior written consent of the Landlord and the Superintendent of Schools or other designated School District Administrator who oversees operations of the School Property. Tenant shall take all reasonable measures to prevent Tenant or Tenant Group from entering the School Property other than the Premises and the Additional Access Areas.

2. **TERM.**

The term of this Lease and the obligations to pay Rent (as defined herein) and Additional Rent herein ("Term") shall commence on July 1, 2023 ("Commencement Date") and shall expire on June 30, 2026 ("Expiration Date"), unless this Lease is terminated earlier as hereinafter set forth or is extended by written agreement duly approved and executed by the Parties' authorized representatives. Notwithstanding the foregoing, either Party may elect to terminate this Lease by providing the other Party with written notice of its intent to terminate on or before April 30<sup>th</sup> of the then current calendar year. In the event either Party provides timely notice of termination, this Lease shall terminate on June 30<sup>th</sup> of that same calendar year and shall have no further force and effect. If either Party fails to provide timely notice of its intent to terminate, this Lease shall remain in full force and effect and the respective obligations of the Parties shall remain unchanged unless or until either Party timely exercise its option to terminate as set forth herein.

3. **USE.**

- a. Permitted Use. Tenant shall use and occupy the Premises only for the purpose of Park District programs including but not limited to its Early Care and Pre-School Academy and administrative offices for no other purposes ("Use").
- b. Permits, Etc. for Use. Tenant shall, at its cost and expense, procure all permits, licenses, certificates and other authorizations and any renewals, extensions or continuances of the same required in connection with Tenant's Use. Upon request of Landlord, Tenant shall provide evidence of any permits, licenses, certificates, and other authorizations and any renewals, extensions or continuances of the same required in connection with Tenant's Use.

4. **RENT.**

- a. Base Rent. Tenant shall pay Landlord as base rent for the Premises ("Rent") the following amounts, without set-off, abatement, counterclaim, or deduction of any kind, except as expressly provided in this Agreement. Tenant shall pay Landlord as follows:
  - i. Classrooms

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
7/1/23 - 6/30/24	\$110,250	\$9,187.50
7/1/24 - 6/30/25	\$115,764	\$9,647.00
7/1/25 - 6/30/26	\$121,554	\$10,129.50

ii. Gym & Lunchroom (M-F, after school – 6:15 pm)

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
7/1/23 - 6/30/24	\$6,890.63	\$574.22
7/1/24 - 6/30/25	\$7,235.25	\$602.94
7/1/25 - 6/30/26	\$7,597.13	\$633.09

- b. **Payment.** Rent shall be due each month. Rent payments shall be made no later than the first day of the month. Rent payments made on or after the fifth day of the month shall be considered late and subject to additional interest charges under the *Illinois Local Government Prompt Payment Act*.
- c. **Additional Rent.** “Additional Rent” as hereinafter defined, shall be due and payable within thirty (30) days after Tenant’s receipt of an invoice from Landlord therefor, subject to the provisions of the *Illinois Local Government Prompt Payment Act*. Invoices for Additional Rent shall be accompanied by copies of applicable utilities bills and calculation of Additional Rent.
- d. **Delivery of Payment.** Checks for Rent and Additional Rent shall be made payable to the Board of Education of Norridge School District 80, and delivered to the attention of the Superintendent of Schools.
- e. **Additional Rent.** “Additional Rent” shall mean any payment due from Tenant to Landlord under the terms of this Agreement except Rent.

5. **UTILITIES/MAINTENANCE OF PREMISES, PARKING LOTS AND GROUNDS.**

- a. During the Term, and any extensions thereof, Landlord shall provide electricity, gas, internet, and water service to the Premises. The rent paid includes these utilities.
- b. Tenant shall be responsible directly for the cost of the installation, repair, maintenance, and monthly charges for any telephone service; provided, however, that Tenant shall not be permitted to install any wiring, cables or other related equipment in the Premises without Landlord’s prior approval, as provided in Section 10.
- c. Landlord shall be responsible for the cost of maintenance (as hereinafter described) of the Premises, the Parking lot and grounds. Landlord acknowledges that Tenant’s



operations commence at 6:30 am and that snow removal will be completed by that time in the morning.

- d. In the event that the Premises become unavailable for use by Tenant at any time or for any reason or the Additional Access Areas become unavailable for use by Tenant at any time or for any reason to such a degree that Tenant cannot make reasonable use of the Premises for Tenant's intended purposes, the Rent payable by Tenant shall abate each day that the Premises or Additional Access Areas are unavailable based on the percentage of square footage of the School actually available to and utilized by Tenant. In the event such unavailability continues for a period in excess of thirty (30) days, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

There will be no reduction in Rent for unoccupied individual space.

6. **COVENANTS REGARDING USE.** Tenant agrees to observe, and to require the Tenant Group to observe the following covenants as to the Premises:

- a. **Compliance with law.** Tenant shall not use the Premises nor permit Tenant Group to use the Premises or its surroundings in any way that, directly or indirectly, is forbidden by any and all applicable laws, statutes, ordinances, codes, decrees, rules and regulations of any federal, State, country, municipal or other governmental or quasi-governmental authority having jurisdiction thereof, or as promulgated by any official thereof, including but not limited to, those relating to criminal activity, disturbance of the peace, or public nuisances.
- b. **Alcohol, drugs, weapons.** Tenant shall not permit alcohol, drugs, smoking or weapons on the Premises; provided, however, that in the event Landlord permits its employees to smoke on the School Property, Tenant's employees may smoke at such locations as are permitted for Landlord's employees or such other locations designated by Landlord as are of similar suitability and convenience to Tenant's employees.
- c. **Disciplinary rules and regulations.** Tenant shall enforce Tenant's rules and regulations governing employee and invitee behavior and discipline. Specifically, the following behavior shall not be tolerated by Tenant on the Premises:
  - i. Use, possession, and/or concealment of a firearm/destructive device or other weapon;
  - ii. Use, possession, and/or concealment of illegal substances;
  - iii. Aggravated assault;
  - iv. Trespassing;
  - v. False activation of a fire alarm;
  - vi. Assault;
  - vii. Vandalism or criminal damage to property;
  - viii. Fighting;

- ix. Disorderly conduct or disruptive behavior;
- x. Use of tobacco products; and
- xi. Profanity, obscenity, or other communications which are inconsistent with community standards of appropriate social behavior in the presence of children.

d. **Security; Buzzer System.**

- i. Tenant shall be fully responsible to Landlord for securing the Premises, and personal property on the Premises, and persons in the Premises as related to Tenant's use and or occupancy thereof. If necessary, Tenant shall hire adequate security personnel to monitor and regulate invitee behavior and compliance with all of Tenant's covenants herein.
- ii. Tenant shall be required to operate a buzzer system installed and maintained by Landlord for entry into the Premises; provided that Tenant shall be responsible for damage to the Park District's indoor or outdoor buzzer unit not covered by warranty or insurance (including the deductible, if any, charged by the insurance company) unless the need for such repair is caused by an act of Landlord or Landlord Group or is otherwise agreed by Landlord in the specific instance.

- e. **Obstruction.** Tenant shall not obstruct or use or permit Tenant Group to obstruct or use for storage or for any purpose other than ingress and egress, the sidewalks, entrances, passages, courts, corridors, vestibules, halls and stairways of the Premises or Additional Access Areas.
- f. **Personal Property.** Tenant shall not use personal property of Landlord at the Premises or Additional Access Areas without obtaining the prior written consent of Landlord or the Superintendent of Schools. The foregoing shall include chairs, tables, gym equipment and kitchen equipment.
- g. **Continuous Use.** Except when Tenant has given the Superintendent of Schools prior written notice, Tenant shall not vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of more than ten (10) days, excluding school or program breaks as determined by Tenant's school calendar.
- h. **Use of Name or Logo.** Tenant agrees not to use the name, logo, or any other marks owned by or associated with the Landlord or the name of any representative of the Landlord, except for the limited purpose of identifying the location in advertising or other notices relevant to Tenant's Use.
- i. **Walls, Signs.** Tenant shall not, without the prior written consent of Landlord, attach, affix or exhibit or permit to be applied, attached, affixed or exhibited, except by Landlord or its agent, any articles of permanent character, including signage in any form in any place in or about the Premises or Additional Access Areas, or upon

any of the appurtenances thereto. This requirement shall not apply to and specifically excludes the posting of asbestos, warning labels, "no smoking" signs, or other signs required by law and directional, program, program change, rules and regulations signs or postings as well as the marquee at the entrance doors.

- j. **Locks.** Unless Landlord gives prior written consent to each and every instance, Tenant shall not have the right to install additional locks, security alarms or similar devices to any door or window of the Premises. If Landlord consents to Tenant installation of any additional locks, Tenant shall provide Landlord with a master key for such locks at the time such locks are installed. If Landlord consents to the installation of security alarms or similar devices, Tenant shall provide Landlord with a means of access to such security alarms or similar devices at the time of such installation.
- k. **Illumination.** Unless Landlord gives prior written consent to each and every instance, Tenant shall not use any illumination other than electric light or use or permit to be brought into the Premises or Building any flammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosives or other articles hazardous to life, limb or property.
- l. **Electricity.** Tenant shall not install or permit to be installed in the Premises any equipment which uses an amount of electrical current, together with all other equipment using electric current, in excess of the maximum amount of electrical current which can be safely used in the Premises. Tenant shall ascertain the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electric wiring in the Premises, and shall not use more than such capacity. Upon Tenant's request Landlord shall provide Tenant with information in Landlord's possession that relates to the electrical system and electrical current in the School Building.
- m. **Utility Waste.** Tenant shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures or mechanical systems, including heating, ventilation and air conditioning systems. Tenant shall be responsible for damages resulting from waste, misuse or neglect, including damages arising from unauthorized changes to the thermostat or leaving windows open when the heating system is on. Landlord acknowledges that in some instances rooms do get too hot due to difficulties in regulating the heating system. Landlord understands and agrees that in such instances Tenant's cracking a window open when necessary shall not constitute waste, misuse or neglect.
- n. **No Air or Roof Rights.** This Lease does not grant any rights to light or air over or about the Premises. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any rights to use the roof of the Building for any purpose without the prior written approval of Landlord.

- o. **Animals.** Tenant shall not permit animals other than service animals, fish, crustaceans, or similar small animals or creatures used for program purposes on the Premises.

7. **CONDITION ON POSSESSION/DISCLAIMER OF WARRANTIES.** Tenant shall take possession of the Premises in "AS IS, WHERE IS" condition. Tenant agrees that Landlord has not made any representations regarding the condition and/or repair of the Premises, nor any agreement to decorate, alter, clean or improve the Premises, that are not expressly set forth in this Lease. Landlord makes no representations or warranties, of habitability, fitness for a particular purpose or otherwise, whether express or implied, about the condition of the Premises; the quality of the air, water in and around and/or provided to the Premises; the presence of Hazardous Substances (as defined in paragraph 8(b), in, on, or under the Premises; compliance with the Americans with Disabilities Act of 1990 other than stated below; compliance with any asbestos and lead-based paint laws and regulations; and compliance with any other applicable laws regarding or pertaining to the Premises; provided however that Landlord represents to Tenant that (1) Landlord has no knowledge of any Hazardous Substances in, on or under the Premises except as stated below, or any violation of any laws regulating asbestos (except as has been previously disclosed to Tenant) and lead-based paint; and (2) to the best of Landlord's knowledge the Premises are in compliance with the American's with Disabilities Act of 1990 as the same pertains to school buildings. Further, provided that this provision shall not be deemed to shift to the Tenant any obligations of Landlord regarding the compliance of the Premises with all laws and regulations regarding Hazardous Substances, asbestos and lead-based paint or handicapped accessibility, except to the extent that non-compliance with such laws and regulations are caused by actions of the Tenant occurring after its continuous occupation of the Premises. Any such conditions not so caused by the actions of Tenant are the obligation of Landlord and shall be corrected promptly upon discovery by the Landlord at its expense. Landlord acknowledges that asbestos is present in certain areas of the Premises that was not caused by Tenant and that Landlord is solely responsible for abating same in the event it is determined that such presence is in violation of any laws.

8. **TENANT OBLIGATIONS FOR CONDITION OF PREMISES.**

- a. **Notices.** Except as otherwise provided below, Tenant immediately shall forward to Landlord a copy of any notice relating to the School Property that Tenant receives from any governmental authority or agency, including but not limited to municipal or county building inspectors and the fire department, regarding any alleged violation of any and all applicable laws, statutes, ordinances, codes, decrees, rules and regulations of any federal, state, county, municipal or other governmental or quasi-governmental authority having jurisdiction thereof. Tenant shall promptly provide notice to Landlord of any inspections scheduled to be performed by any governmental authority or agency. If an inspection was unannounced, Tenant shall promptly provide notice to Landlord after the inspection has been performed. Landlord shall similarly immediately provide or forward any such notice relating to the Premises or Additional Access Areas to Tenant. Landlord understands that

the Early Care and Pre-School Academy conducted by Tenant on the Premises is licensed by DCFS, that Tenant implements a CCAFP food program in connection therewith and that both of these government agencies have the right to conduct site visits and audits of Tenant's program from time to time. Tenant shall not be obligated to notify Landlord each time such a visit or audit occurs.

- b. **Environmental Laws and Regulations.** Except as otherwise provided in this Lease, Landlord shall be responsible for compliance with any and all environmental laws, statutes, ordinances, codes, decrees, rules and regulations including as they relate to asbestos, suspect asbestos, lead-based paint, and polychlorinated biphenyls; any "hazardous substance" as defined by federal and state statute and regulations; petroleum, petroleum products and constituents and petroleum by-products; "hazardous waste" as defined by federal and state statutes and regulations; and "hazardous materials" and "waste" as defined by federal and state statute and regulations. The substances, wastes, and materials described in this paragraph are hereinafter collectively referenced herein as "Hazardous Substances" for purposes of this Lease. Except otherwise provided in this Lease, Tenant shall not be responsible for any Hazardous Substances present in, on or under the Premises not caused by Tenant or the Tenant Group. Tenant covenants and agrees that Tenant shall conduct its operations on the Premises in compliance with all applicable laws, and further covenants that Tenant shall not use, bring upon, transport, store, keep, cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances in, on, under or from the Premises, except such use as is consistent with applicable law. Tenant hereby agrees to protect, indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord, its officers, directors, and agents from and against any and all losses and claims including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims, to the extent arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled, disturbed, or released by Tenant, or during Tenant's use or occupancy of the Premises by any member of the Tenant Group, in, on, under or from the Premises, provided, however, and except as otherwise provided in this Lease, that the Hazardous Substances were not present in, on, or under the Premises prior to the term of the Tenant's continuous occupation of the Premises under this Agreement and its prior Lease Agreements and Extensions.

- i. **Hazardous Substances.** In the event Tenant or Tenant Group or any other person permitted by Tenant brings any Hazardous Substance into, under or onto the Premises, or performs work which generates a Hazardous Substance, Tenant and Tenant Group shall use, handle, store, generate, treat, transport and dispose off-site of all such Hazardous Substances in compliance with all applicable federal, state, and local governmental

applicable laws regulating, relating to, or imposing liability as standards of conduct concerning such Hazardous Substance, all at Tenant's own expense.

- ii. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Substances on, in or under the Premises caused by Tenant or Tenant Group in violation of applicable laws and of any potential or known release or threat of release of any Hazardous Substances affecting the Premises. With that notice, Tenant shall describe the location of the Hazardous Substance, how Tenant became aware of it, and, if a release, how and when it occurred and what was done by Tenant in response to it.
- c. Repair and Maintenance. Except as otherwise specifically provided herein, including Section 9 regarding Capital Improvements, Tenant shall, at Tenant's own expense, have the following obligations with respect to the Premises:
  - i. Regularly inspect and except for those items which are the Landlord's responsibility under Section 9 below, keep in good order, repair and condition at all times during the Term, including maintenance in a clean sightly and healthy condition;
  - ii. Subsection 8(c)(i) includes but is not limited to Tenant's obligation to collect and place waste in the dumpsters or other receptacles designated by Landlord or the Superintendent of Schools, and Tenant's obligation to remove all waste and recyclables on a regular basis if waste and recyclables are not removed by local municipal services;
  - iii. Promptly and adequately repair all damage as a result of Tenant's use or Tenant's alterations, and replace or repair all such damaged or broken fixtures, equipment, and appurtenances with materials at least equal in qualify and class to the original materials, subject to the reasonable approval of Landlord or the Superintendent of Schools, and within any reasonable period of time specified by Landlord or the Superintendent of Schools.

#### 9. LANDLORD OBLIGATIONS; CAPITAL IMPROVEMENTS.

- a. Obligations. Except as otherwise specifically provided herein, including Section 9(c), below, Landlord shall at its sole expense keep maintain and replace the roof, Parking lot, structure, structural elements and supports, foundation, brick work and exterior walls, interior and exterior stairs, stair lift, entry doors and fire doors, windows and window casements, HVAC, plumbing and plumbing fixtures, boiler and heating systems, electrical systems and mechanical systems, including but not limited to electrical wiring and boxes, gutters and downspouts, fire and security alarms and systems, including but not limited to the camera and buzzer systems



(except as otherwise required by Section 6(d)(ii)), enunciator panels and sprinkler systems of the School in good condition and repair and such repairs shall be solely within Landlord's control ("Landlord Maintenance and Repair Obligations").

- b. **Capital Improvements Defined for Purposes of this Lease.** Landlord shall be responsible for performing all Capital Improvements. For purposes of this Lease, a "Capital Improvement" shall be defined as any project that, (a) the need for which is not caused by Tenant or is otherwise an obligation of Tenant under Section 8; and (b) according to generally accepted accounting principles, is to be treated by Landlord as a depreciable item and not as a current expense, including but not limited to substantial repairs to, or replacements of, foundations, roofs, structural walls, brick work, boiler and heating systems, HVAC system, plumbing systems, electrical systems, windows and window casements, fire and security alarms and systems, enunciator panels, sprinkler systems.
- c. Tenant shall promptly report to Landlord any material defect or failure of the abovementioned building components of which Tenant obtains actual knowledge. Landlord shall be under no obligation and shall not be liable for any failure to make repairs that are Landlord's responsibility herein until and unless Tenant notifies Landlord in writing of the necessity therefor; Landlord shall have a reasonable time thereafter to make such repairs consistent with the nature of the repairs needed.
- d. Notwithstanding the foregoing, if the performance of the repairs or Capital Improvements will adversely affect Tenant's full or safe access to, use or occupancy of the Premises for its intended purposes, the Rent shall abate for each day of the period during which such affect continues. In the event that the repairs of Capital Improvements are not made within thirty (30) days, Tenant shall have the right to terminate this Lease by giving Landlord thirty (30) days prior written notice.

**10. TENANT'S WORK ON PREMISES; ADDITIONS; ALTERATIONS.**

- a. **Communication.** For purposes of this Section 10, the term Landlord shall expressly include the Superintendent of Schools, collectively, at the address shown in the Notice Section.
- b. **Consent.** Tenant shall not, without the prior written consent of Landlord in each instance, make any replacements, improvements, alterations or additions, including but not limited to Capital Improvements (collectively the "Work") to the Premises. If Tenant fails to obtain Landlord's consent and Tenant proceeds with the Work notwithstanding the lack of consent, Tenant shall pay Landlord upon written demand from Landlord, in addition to Landlord's other rights and remedies for such Default, a fee of \$3,000 to compensate the Landlord for its review of such Work plus the cost of any damages incurred as a result of or arising out of Tenant's actions. Notwithstanding the foregoing, Landlord's consent shall not be required for, and the definition of "Work" shall not include any work that satisfies all of the



following criteria ("Cosmetic Alteration"): (a) is of a purely cosmetic nature such as painting, hanging pictures, mirrors, replacing lights or light bulbs or removable room dividers or cubicles, furniture, furnishings, fixtures, or play equipment; (b) is not visible from the exterior of the building or Premises; (c) will not affect the structural, plumbing, electrical or other mechanical systems of the Premises or Landlord's Property; (d) does not require work to be performed inside the walls or ceilings of the Premises; (e) does not in any require issuance of a building permit or other permit under applicable law; and (f) does not involve the introduction or disturbance of any Hazardous Substances in violation of applicable law.

11. **COVENANT AGAINST LIENS.** Tenant shall not permit mechanics' or other liens to be placed upon the Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant. Tenant shall give Landlord notice at least fifteen (15) days prior to the commencement of any Work in or to the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within ten (10) business days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed in the applicable lien law and, if Tenant fails to do so, Tenant shall be deemed in Default under this Lease and, in addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including without limitation, reasonable attorneys' fees.

12. **ACCESS TO PREMISES.** Tenant shall allow Landlord free access to the Premises for the purpose of performing Landlord obligations, for inspecting the condition of the Premises and Tenant's performance of Tenant's obligations thereto, or for exhibiting the Premises and Tenant shall not interfere with the same; provided, however, that Landlord shall use good faith efforts to minimize interference with Tenant's use of the Premises. Landlord shall give Tenant twenty-four (24) hour notice to enter the Premises for such purposes unless it is an emergency or a regularly scheduled entry. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

13. **INSURANCE.**

a. **Tenant Insurance.** During the term of this Lease, Tenant at its cost and expense, shall carry and maintain the following types of insurance with respect to the Premises and Additional Access Areas with insurance companies acceptable to Landlord having a minimum AM Best Rating of A-VI.

- i. Broad form Commercial General Liability insurance policy naming Landlord as an Additional Insured with a policy limit of three million dollars (\$3,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate.
- ii. This policy shall include the Insurance Services Office Form CG 2011 0196 endorsement "Additional Insured-Manager or Lessors of Premises,"

naming as Additional Insured "The Board of Education of Norridge School District 80."

- iii. If the Tenant owns an automobile, automobile liability insurance for each automobile owned or leased by Tenant, with a one million dollars (\$1,000,000) per occurrence policy limit naming Landlord as Additional Insured.
- iv. Workers' Compensation/Employer's Liability with statutory coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.
- v. Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than the full replacement value of Tenant's personal property located in or on the Premises.

b. **Endorsements.**

- i. The commercial general liability insurance policy shall include the Insurance Services Office Form-CG 2011 0196 "Additional Insured-Manager or Lessors of Premises" endorsement, naming as Additional Insured "The Board of Education of Norridge District 80."
- ii. Each of the policies required in Section 13(a) shall include the following endorsement: "No coverages may be cancelled, terminated or reduced by this insurance company without first giving at least thirty (30) days' prior written notice to the Landlord."

c. **Certificates.** Tenant shall provide Landlord with certificates of insurance on the Acord 28 form and acceptable to Landlord evidencing the existence of the coverages described above during all periods which Tenant has possession of or is using the Premises. Tenant shall not be released from any liability whatsoever if Tenant fails to maintain the coverages described above. Tenant shall not be entitled to possession of the Premises for any period during which Tenant is not covered by the required certificates of insurance. The failure to provide acceptable certificates of insurance shall be deemed a Default but such failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.

d. **Landlord Right to Obtain.** In the event Tenant fails to obtain, pay for and maintain any insurance required herein, Landlord may, but shall not be obligated to, obtain and maintain such insurance coverage. All premiums paid by Landlord shall be deemed Additional Rent hereunder, and shall be paid by Tenant to Landlord upon demand. In addition, Landlord may recover from Tenant, and Tenant agrees to pay as Additional Rent to Landlord, any and all reasonable expenses (including

attorneys' fees) and damages which Landlord may have sustained by reason of the failure of Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to the amount of premiums thereon.

e. **Landlord Insurance.** During the Term of this Lease, Landlord, at its cost and expense, the following types of insurance with respect to the School Property and may do so with an excess insurance subject to a One Million Dollar (\$1,000,000) retention. Upon request from Tenant, Landlord shall provide Tenant with a certificate of insurance showing Tenant as additional insured.

- i. Broad form Commercial General Liability insurance policy naming Tenant as an Additional Insured with a policy limit of three million dollars (\$3,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate.
- ii. If the Landlord owns an automobile, automobile liability insurance for each automobile owned or leased by Landlord, with a one million dollars (\$1,000,000) per occurrence policy limit naming Tenant as Additional Insured.
- iii. Workers' Compensation/Employer's Liability with statutory coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.
- iv. Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than the full replacement value of Landlord's personal property located in or on the School Property.

f. **Endorsements.**

- i. The commercial general liability insurance policy and the excess liability policy shall include an endorsement naming an Additional Insured "The Norridge Park District, its elected and appointed officers, officers and employees, agents and volunteers."
- ii. Each of the policies required in Section 13(e) shall include the following endorsement: "No coverage may be cancelled, terminated or reduced by this insurance company without first giving at least thirty (30) days' prior written notice to the Tenant."

g. **Certificates.** Landlord shall provide Tenant with certificates of insurance on the Acord 28 form and acceptable to Tenant evidencing the existence of the coverage described above for occurrences during all period which Tenant has possession of or is using the Premises. Landlord shall not be released from any liability whatsoever if Landlord fails to maintain the coverage described above. The failure

to provide acceptable certificates of insurance shall be deemed a Landlord Default but such failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.

- h. **Damages.** In addition, Tenant may recover from Landlord, and Landlord agrees to pay Tenant, any and all reasonable expenses (including attorneys' fees) and damages which Tenant may have sustained by reason of the failure of Landlord to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Tenant shall not be limited to the amount of premiums thereon.
- i. The minimum insurance coverage specified in this Paragraph 13 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Landlord acknowledges and agrees that Tenant's membership in the Park District Risk Management Agency ("PDRMA") and its naming of Landlord as an additional insured as allowed under applicable policy or policies of PDRMA satisfy the requirements of this Section 13. Tenant acknowledges and agrees that Landlord's membership in the Collective Liability Insurance Cooperative ("CLIC") and its naming of Tenant as an additional insured as allowed under the applicable policy or policies of CLIC satisfy the requirements of this Section 13.

**14. TENANT WAIVER OF CLAIMS; INDEMNIFICATION; HOLD HARMLESS.**

- a. All personal property situated in or on the Premises or Additional Access Areas and belonging to or being used by Tenant or Tenant Group shall be at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss of thereof unless caused by the wrongful acts, omissions or negligence of Landlord or Landlord's employees, agents, contractors or invitees (individually or collectively "Landlord Group").
- b. To the fullest extent permitted by law, Tenant, its successors and assigns, shall indemnify, defend (with counsel reasonable acceptable to Landlord) and hold harmless Landlord, its present and future Board Members, employees and agents, and Landlord's interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and reasonable attorneys' fees to the extent proximately resulting from the negligent or other wrongful acts or omissions of Tenant or Tenant Group, occurring or alleged to have occurred in whole or in part in connection with Tenant's or Tenant's Group's possession of the Premises or Additional Access Areas, but expressly excluding claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses caused by the wrongful acts, omissions or negligence of Landlord or Landlord Group.

- c. Tenant's obligations of defense, indemnification, repair, and payment shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Tenant under workers' compensation acts, disability benefit acts or other employee benefit acts or by Tenant's insurance coverage.
- d. In the event that the applicable law prohibits enforcement of any part of this Section 14 as written, then such provision shall be modified to provide the maximum indemnification allowable under that applicable law.

**15. LANDLORD WAIVER OF CLAIMS; INDEMNIFICATION; HOLD HARMLESS.**

- a. All personal property situation in or on the Premises or Additional Access Areas and belonging to or being used by Landlord or Landlord Group shall be at the risk of Landlord or such other person only, and Tenant shall not be liable for damage thereto or theft, misappropriation or loss thereof unless caused by the wrongful acts, omissions or negligence of Tenant or Tenant Group.
- b. To the fullest extent permitted by law, Landlord, its successors and assigns, shall indemnify, defend (with counsel reasonable acceptable to Tenant) and hold harmless Tenant, its present and future Board Members, employees and agents, and Tenant's interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement and reasonable attorneys' fees to the extent proximately resulting from the negligent or other wrongful acts or omissions of Landlord or Landlord Group, occurring or alleged to have occurred in whole or in part in connection with the School Property, but expressly excluding claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses caused by the wrongful acts, omissions or negligence of Tenant or Tenant Group.
- c. Landlord's obligations of defense, indemnification, repair, and payment shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Landlord under workers' compensation acts, disability benefit acts or other employee benefit acts or by Landlord's insurance coverage.
- d. In the event that the applicable law prohibits enforcement of any part of this Section 15 as written, then such provision shall be modified to provide the maximum indemnification allowable under that applicable law.

**16. DEFAULTS AND REMEDIES.**

- a. **Default by Tenant.** The occurrence of any one or more of the following events shall, upon the expiration of the applicable cure period, constitute a material default and breach of this Lease by Tenant ("Tenant Default").

- i. Monetary Default. The failure by Tenant to make any payment of Base Rent or any other payment to be made by Tenant hereunder as and when due within ten (10) business days after receipt of written notice from Landlord of such failure; or
  - ii. Non-monetary Default. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant other than described in Subsection (i) above within thirty (30) days after written notice from Landlord of such failure (or if such failure cannot be reasonably cured within such thirty (30) day period, the failure by Tenant to commence and diligently prosecute such cure within such thirty (30) days).
- b. Landlord's Remedies. In the event of a Tenant Default, Landlord may at any time thereafter, and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such Tenant Default, exercise any one or more of the following remedies:
  - i. Interest. All payments becoming due under this Lease and in accordance with the *Illinois Local Government Prompt Payment Act* and remaining unpaid by the 5<sup>th</sup> business day of each month shall bear interest at the rate provided under the *Illinois Local Government Prompt Payment Act*.
  - ii. Damages. Landlord shall have the right to recover damages arising from any Tenant Default under this Lease.
  - iii. Termination. In the event of a Tenant Default Landlord may elect, upon written notice to Tenant, to terminate this Lease. Upon the termination of the Lease, Tenant agrees to surrender possession of the Premises within thirty (30) days from receipt of notice of Lease termination and Tenant shall be responsible for the payment of Rent through that date.
- c. Default by Landlord. The failure by landlord to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Landlord within the time period set forth in the provision requiring such observance or performance and in the absence of such time period within thirty (30) days after written notice from Tenant of such failure (or if such failure cannot be reasonably cured within such thirty (30) days period, the failure by Landlord to commence and diligently prosecute such cure within such thirty (30) days), shall constitute a "Landlord Default." In the event of a Landlord Default, Tenant may at any time thereafter, and without limiting Tenant in the exercise of any other right or remedy which Tenant may have by reason of such Landlord Default, exercise any one or more of the following remedies: (1) cure such default and in such event Landlord shall pay Tenant the actual and necessary costs therefore forthwith upon receiving a bill for same; or (2) terminate the Lease upon written notice to Landlord. Tenant



shall have the right to recover damages arising from any Landlord Default under this Lease.

**17. RIGHTS AND REMEDIES CUMULATIVE; NONWAIVER.**

- a. The duties and obligations imposed by this Lease and the rights and remedies available hereunder shall be in addition to, and not a limitation of, the duties, obligations, rights and remedies otherwise imposed or available by law. Rights and remedies hereunder and available by law shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- b. No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violations of such provisions, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- c. No receipt of payment by Landlord from Tenant after the termination of this Lease shall in any way alter the length of a Term or of Tenant's rights of possession hereunder or after the giving of any notice shall reinstate, continue or extend a Term or affect any notice given Tenant prior to the receipt of such payment.

**18. NON-WAIVER OF TORT IMMUNITY AND OTHER LEGAL PROTECTIONS.**

Nothing contained in or implied from any provision of this Lease shall diminish or constitute a waiver by either Landlord or Tenant of its rights, privileges, defenses and immunities under applicable law, including but not limited to the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.

- 19. CONDEMNATION.** If School Property or any portion thereof shall be taken or condemned by any competent authority (a "Taking"), or if the configuration of any street, or alley, adjacent to the Premises is changed by any competent authority and such taking or change in configuration makes it necessary or desirable to remodel or reconstruct the Premises, or materially adversely affects the ability of Tenant to use the Premises for its intended purposes, Landlord or Tenant shall have the right, exercisable at its sole discretion, to terminate this Lease upon not less than ninety (90) days prior written notice prior to the date of termination designated in the notice. No money or other consideration shall be payable by Landlord to Tenant if Landlord exercises this right, unless Landlord receives condemnation proceeds which include an amount for improvements made by Tenant at its expense to the Premises in which case that amount shall be paid to Tenant.

**20. DESTRUCTION & DAMAGE; RESTORATION.**

- a. **Notice.** If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord.



- b. **Partial.** In the event of a fire or other casualty that renders fifty percent (50%) or less of the Premises unusable by Tenant for its intended purposes then: (1) Landlord in its sole, reasonable discretion shall have the right to terminate this Lease as of the date of such damage by giving Tenant thirty (30) days prior written notice of termination, unless Tenant agrees to pay the Landlord's retention plus any amounts in excess of Landlord's insurance proceeds. If Landlord elects to restore the Premises, Landlord shall give Tenant notice of the same within thirty (30) days of the date of the casualty. Landlord shall have no liability to Tenant by virtue of any delays in completion of such restoration. Rent, however, shall abate on such portion of the Premises as is, from time to time, unusable by Tenant for its intended purposes as a result of such damage and (2) Tenant in its sole, reasonable discretion shall have the right to terminate this Lease as of the date of such casualty by giving written notice of such termination within thirty (30) days of such casualty and provided that Tenant has not used the Premises for its intended purposes during said thirty day period no Rent shall be due from Tenant for that period. Tenant shall also have the right to terminate the Lease in the event that the Landlord does not complete the restoration within thirty (30) days from the date of the casualty by giving notice to Landlord of such termination within sixty (60) days from the date of such casualty and provided that Tenant has not used the Premises for its intended purposes during said sixty day period no Rent shall be due from Tenant for that period.---
- c. **Total.** In the event of a fire or other casualty that renders fifty percent (50%) or more of the Premises unusable by Tenant for its intended purposes, either party shall have the right to terminate this Lease as of the date of such damage upon giving written notice to the other party at any time within thirty (30) days after the date of such damage. If Landlord elects to restore the Premises, Landlord shall give Tenant notice of the same within thirty (30) days after the event. Tenant's obligation to pay Rent shall abate for the period the Premises are not usable by Tenant for its intended purposes.
21. **SUBLETTING; ASSIGNMENT.** Tenant shall not have the right to assign, sublet, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord.
22. **TERMINATION; HOLDING OVER.** If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance, but only if and to the extent Landlord provides written notice to Tenant confirming same pursuant to Section 25 below. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Rent due for the period immediately preceding the holdover, but only if and to the extent Landlord provides written notice to Tenant confirming same pursuant to section 25 below. In the event Landlord fails to provide notice to Tenant as contemplated by this Section 22, Tenant's occupancy shall remain subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for

partial months during the holdover) equal to the sum of the Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within five (5) days after notice from Landlord pursuant to Section 25 below, Tenant shall be liable for all damages that Landlord suffers from the holdover. Any such month-to-month tenancy or tenancy at sufferance or hold over tenancy shall be subject to every term, condition, and covenant contained in this Lease Agreement.

23. **NO BROKERS.** Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Landlord. Tenant shall indemnify and hold Landlord harmless from all claims of any broker or agent claiming to have represented Tenant in connection with this Lease.

24. **CONDITION UPON SURRENDER OF POSSESSION.** Tenant shall yield the Premises back to Landlord upon the termination of this Lease, whether such termination shall occur by expiration of the Term or in any other manner whatsoever, in good condition, ordinary wear and tear and casualty excepted (unless the casualty is the result of Tenant's acts or omissions), broom clean and free of debris. Tenant shall also satisfy the requirements of this Lease regarding additions or alterations. Tenant shall arrange with Landlord a walk-through of the Premises within thirty (30) days of the expiration or earlier termination of the Lease. This provision shall survive the termination of this Lease.

25. **NOTICES.** All notices, demands, consents and submissions to be made or given pursuant to this Lease shall be in writing and shall be deemed properly served if delivered by hand, or if mailed, postage prepaid, by United States certified or registered mail, return receipt requested to the following address or to such other address or addressee as either party may give to the other in writing:

If to Landlord, then to:  
Board of Education  
Norridge School District 80  
8151 Lawrence Avenue  
Norridge, IL 60634  
Attention: President, Board of Education

If to Tenant, then to:  
Norridge Park District  
8151 Lawrence Avenue  
Norridge, IL 60634  
Attention: Executive Director

With a copy to:  
Superintendent of Schools  
Norridge School District 80  
8151 Lawrence Avenue  
Norridge, IL 60634

With a copy to:  
Executive Director  
Norridge Park District  
4631 N. Overhill Avenue  
Norridge, IL 60706

26. **MISCELLANEOUS.**

- a. **No Offer or Option.** Landlord's delivery of a copy of this Lease to Tenant for Tenant's review does not constitute an offer to Tenant or an option.
- b. **Parties; Successors.** All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to and are intended solely for the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.
- c. **Complete Agreement.** Provisions typed on this Lease and all Exhibits referenced in and attached to this Lease are hereby made a part of this Lease. This Lease embodies the entire Lease of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Lease shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties.
- d. **Amendments must be in Writing.** This Lease cannot be changed or provisions waived orally or by course of conduct. No modifications, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Landlord and Tenant unless in writing and signed by both Parties.
- e. **Captions.** The captions of Sections and Subsections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Sections.
- f. **No Agency or Partnership.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture, a special relationship or any association between Landlord and Tenant, it being expressly understood and agreed that no act of the parties hereto shall be deemed to create any relationship of Landlord and Tenant other than the relationship between landlord and tenant.
- g. **Authority.** Landlord and Tenant, and signatories hereunder, each represent and warrant that they have the power and authority to execute and deliver this Lease and to perform all the covenants to be performed by it hereunder. The Parties represent that they have participated in the preparation of this Lease and, the Parties further acknowledge that they have carefully read this Lease and that they have had an opportunity to have this Lease Agreement reviewed and explained to them by an attorney of their choosing, but have either done so or declined to do so.
- h. **Force Majeure.** If Landlord and Tenant shall be delayed, burdened in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, rent restrictions, war, weather or the act, failure to act, or default of the other Party, or any other reason beyond their control, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

## **Exhibit A**

### **Premises**

#### **Early Care / Preschool**

Room 219

Room 221

Room 223

Room 224

Room 226

Room 228

#### **After Care Program**

Lunch Room


Gymnasium

In the event a room is not available SD80 will provide access to an alternate room.

- i. **Construction.** Except as otherwise specifically indicated, all references to Sections, Subsections and Clauses refer to Sections, Subsections and Clauses of this Lease and all references to Exhibits refer to the Exhibits attached hereto. The words "herein," "hereof," "hereunder," "hereinafter," and words of similar import refer to this Lease as a whole and not to any particular Section or Subsection hereof. Unless expressly stated to the contrary, reference to a Section includes all of the Subsections contained therein. The terms "include" and "including" shall be construed as if followed by the phrase "without being limited to."
- j. **Time is of Essence.** Time is of the essence of this Lease and of every provision hereof.
- k. **Severability.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease not any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, so long as the remainder of this Lease expresses the intent of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Lease to be duly executed as of the date first above written.

**BOARD OF EDUCATION  
NORRIDGE SCHOOL DISTRICT 80**

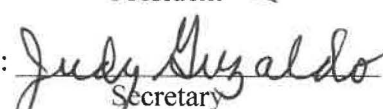
By:   
President

Attest:   
Secretary

Date: 10/17/2023

**NORRIDGE PARK DISTRICT**

By:   
President

Attest:   
Secretary

Date: 10/18/2023