

## LEASE OF PARK DISTRICT PROPERTY

WITNESS this Agreement dated this 1 day of April, 2023, between ROLLING MEADOWS PARK DISTRICT (“RMPD”), a body politic and corporate which is an Illinois unit of government organized and operating under the Park District Code (70 ILCS 1205/1-1, *et seq.*), and NORTHWEST SPECIAL RECREATION ASSOCIATION (“NWSRA”), an Association of Illinois Park Districts formed pursuant to §8-10b of the Park District Code (70 ILCS 1205/8-10b), is made under and by virtue of the authority granted in the Park District Code, pursuant to 70 ILCS 1205/8-16 and 10-7.

For and in consideration of the mutual promises herein set forth, the parties AGREE:

1. RMPD hereby leases to NWSRA a portion of the South East Wing, consisting of approximately 4,775.50 square feet (the “Premises”) of the Building situated at 3705 Pheasant Drive, Rolling Meadows, Illinois, and known as the Rolling Meadows Park District Community Center, together with reasonable access to the Premises, as well as grants to NWSRA during the term of this lease a non-exclusive license to the use of the parking lot located at the South end of the Rolling Meadows Park District Community Center for parking for its staff and persons attending its programs. Exhibit “A”, which is attached hereto and made a part hereof, contains a drawing which shows that portion of the Rolling Meadows Park District Community Center which constitutes the Premises leased hereunder.

2. RMPD shall have the use and occupancy of (and covenants that it shall hold and maintain for public use) the Premises for its administrative offices and recreational programs for the handicapped, provided that said programs are consistent with the overall use of the Rolling Meadows Park District Community Center and with the provisions of 70 ILCS 1206/8-10b. In addition, RMPD reserves the right to approve all programs conducted on and all uses of the Premises.

3. The rent for the program space will be \$30,000 per year. This will be paid to RMPD by NWSRA twice a year in installments of \$15,000.00 each starting on or before the Commencement Date and every six (6) months thereafter for three (3) years. This will be a total of \$90,000 for the 3-year agreement. Additionally, the rent for the office and storage space, annual maintenance and custodial services will be by a single payment of \$51,165 for the entire term of this agreement. This will be paid to RMPD by NWSRA or SLSF on or before the Commencement Date.

4. NWSRA shall keep and maintain the Premises in reasonable repair and condition during the term of the lease, the same as on the Commencement Date, subject only to ordinary wear and tear. RMPD shall not be obligated to repair or maintain the condition of the Premises in any way, except for providing the Maintenance and Janitorial Services set forth in Section 15 hereof. NWSRA however, shall perform normal and reasonable repair and painting of the interior of the walls and windows, when needed, at its sole expense, and replace any and all broken glass and doors and, in general, to

reasonably maintain and repair the Premises. If there is any need for substantial repair to the foundation or interior of the walls of the Premises, neither RMPD nor NWSRA shall have any obligation to repair the same, but if NWSRA desires to make any such substantial repairs it may do so after obtaining the written approval of RMPD of the plans for any such repair, all at the expense of NWSRA. All other repairs required to maintain the use of the Premises, including but not limited to, heating and electrical wiring relative to such Premises, during the term of this lease, shall be the sole obligation of NWSRA. If at any time in the reasonable opinion of RMPD there is a need for substantial repair which affects habitability or proper use of the Premises, RMPD shall notify NWSRA of such fact in writing and if NWSRA fails to effect such repairs at its own expense within a reasonable period of time after it receives such notice, RMPD shall have the right to enter upon the Premises, make all such repairs and thereafter recover all of its costs, including the reasonable value of work performed by RMPD employees. The right of RMPD hereunder is in no way intended to and in no way shall be construed to impose upon RMPD any obligation to inspect the Premises for any purposes whatsoever or to otherwise be responsible for the safety or habitability of the Premises.

5. The term of this lease shall be for three (3) years, commencing on the 1<sup>st</sup> day of April 2023 ("Commencement Date") and terminating on the 31<sup>st</sup> day of March, 2026.

6. No representations, except such as are specifically set forth herein, have been made to NWSRA respecting the condition of the Premises. The taking of possession of the Premises by NWSRA shall be conclusive evidence as against NWSRA that said Premises were in good and satisfactory condition when possession of the same was so taken; and NWSRA will, at the termination of this lease by lapse of time or otherwise, return the Premises to RMPD in as good condition as when received, loss by ordinary wear and tear excepted.

7. NWSRA, without written consent by RMPD, shall not assign this lease or any interest hereunder and will not sublet the Premises or any part thereof and will not permit the use of said Premises by any parties other than NWSRA and its agents and servants.

8. RMPD may enter the Premises at all reasonable times for the purpose of making any repair or alterations therein as it may deem necessary for the safety, preservation or improvement of the Premises or the Rolling Meadows Park District Community Center; provided, however, that RMPD'S rights hereunder are not intended to and in no way shall be construed to impose upon RMPD any obligation to inspect the Premises for any purpose whatsoever or to make any repairs or alterations thereto or therein. NWSRA will make no alterations in or additions to the Premises without first obtaining RMPD'S written consent, although NWSRA may erect work station dividers in the Premises which NWSRA shall remove upon termination of this lease, putting any such rooms into the same condition as they were prior to the room dividers being installed, less ordinary wear and tear.

9. RMPD shall not be liable for any damage, either to person or property, sustained by NWSRA or by other persons, due to the Premises, or the Rolling Meadows Park District Community Center, as a whole, or any part of either or any appurtenances thereof, becoming out of repair, or due to the happening of any accident in or about the Premises or the Rolling Meadows Park District Community Center. NWSRA agrees to indemnify and hold RMPD harmless from and against any and all third party proceedings or suits in which RMPD may be named, and any and all damages, liabilities, costs or expenses (including reasonable attorneys' fees) which RMPD may sustain, suffer or incur, relating to the lease of the Premises and the grant of license to use of the parking lot.

10. Both RMPD and NWSRA are members of the Park District Risk Management Agency (PDRMA") and acknowledge that the coverage provided by PDRMA is acceptable to each of them with respect to the obligations of the other hereunder. In the event that either or both of RMPD and NWSRA cease to be members of PDRMA, the parties shall promptly negotiate a replacement provision for reasonably acceptable insurance coverage through private carriers.

11. Provided that NWSRA'S use of electricity, water, sewer and gas is reasonably consistent with that of the prior occupants, RMPD shall make no additional charge therefore.

12. In the event of any breach of this Lease, it is the intention of the parties that their remedies be limited to damages, specific performance or injunctive relief. Notwithstanding, in the event of a material breach by NWSRA involving health or safety or its failure to be a member of PDRMA (or obtain substitute insurance as provided herein), RMPD may, at its option and in its sole discretion, following ten (10) days prior notice, during which time NWSRA may cure such breach, declare this Lease terminated, whereupon RMPD may repossess itself of the Premises. NWSRA shall not be entitled to return of any unpaid rents, all of which shall be deemed liquidated damages with respect to potential loss of rents due to inability to file a suitable replacement tenant; however, RMPD shall retain the right to pursue any and all other remedies with respect to all other losses, including but not limited to costs of repair of the Premises.

13. NWSRA shall be responsible for all damage to the Premises and its contents resulting from fire, explosion or other casualty and shall take all reasonable steps to promptly restore the Premises to its condition prior to said casualty. RMPD shall be responsible for all damages to the Rolling Meadows Park District Community Center (except for the portion constituting the Premises) resulting from fire, explosion or other casualty and shall take all reasonable steps to promptly restore said property to its condition prior to said casualty. Each party shall promptly submit claims to PDRMA and shall cooperate with PDRMA and each other. NWSRA shall not be entitled to any reimbursement, adjustment or abatement of rent irrespective of whether all or any portion of the Premises or the Rolling Meadows Park District Community Center is untenable for any length of time.

14. NWSRA specifically covenants that it will hold and maintain the Premises exclusively for public park or recreational purposes; NWSRA'S rights to possess and occupy the Premises shall automatically revert to RMPD if NWSRA knowingly violates said covenant by allowing all or any part of the Premises to be used for purposes other than park or recreational purposes, all as provided in 70 ILCS 1205/10-7.

15. During the term of this Lease, RMPD shall provide routine maintenance and custodial services ("Maintenance and Custodial Services") to the Premises to the same standard as currently provided to the areas of the Rolling Meadows Park District Community Center occupied by RMPD and NWSRA.

16. All notices hereunder shall be in writing. Delivery of such notices may be by personal delivery or by regular mail, as hereinafter stated. Personal delivery to RMPD may be had by delivery of any such notice to the Secretary or the President of the Board of RMPD; personal delivery to NWSRA may be had by delivery of any such notice to the Secretary or the Chairperson of the Board of Directors of NWSRA. Mail delivery to either party shall be had by mailing any such notice in a properly stamped and addressed envelope to the addresses shown below. Any such mail delivery shall be deemed received by the recipient on the 2<sup>nd</sup> day subsequent to deposit of any such envelope in a proper U.S. mail receptacle for mail deposits.

DATED the year, month and day first aforesaid.

ROLLING MEADOWS PARK DISTRICT

NORTHWEST SPECIAL RECREATION  
ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for Notices:  
3000 West Central Road, Suite 100  
Rolling Meadows, IL 60008

Address for Notices:  
300 West Central Road, Suite 205  
Rolling Meadows, IL 60008