

Building Lease and Use Agreement

This Lease made and entered into this ____ day of _____, 20__, by and between Abingdon Community Unit School District No. 217 (hereinafter "Lessor") and _____ (hereinafter "Lessee"), WITNESSETH:

In consideration of the rents, covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PREMISES:

Lessor hereby leases, demises and lets unto Lessee, and Lessee does hereby lease and rent from Lessor, on the terms, agreements, covenants and conditions hereinafter set forth, the following described premises, situated at _____, Abingdon, Knox County, Illinois, to-wit:

(List below the Legal, Factual, and Specific Room Description)

(hereinafter sometimes the "premises" or "demised premises").

2. LEASE TERM:

The initial term of this Agreement shall be for a period of _____(hours/days/months/years), commencing at ____:____a.m./p.m. on the ____ day of _____, 20__, and expiring at ____:____a.m./p.m. on the ____ day of _____, 20__, without notice by either Lessor or Lessee, any custom, usage, practice, law, statute or ordinance to the contrary notwithstanding.

3. RENT:

a. **Rent During Term.** Lessee covenants and agrees to pay to Lessor the agreed upon sum of _____ Dollars (\$_____) as rent during this Agreement. Said amount shall be payable in advance, with the entire such payment due upon the execution of this Lease. (Rent is determined by classification and use as per Attachment 1)

GROUP/LESSEE CLASSIFICATION IS ____ (As per Attachment 1)

USE CLASSIFICATION IS ____ (As per Attachment 1)

4. LESSEE'S USE OF THE PREMISES:

During the initial term of this Agreement and any renewal term, Lessee shall use the demised premises for _____, and shall comply with all applicable laws and ordinances of all governmental authorities having jurisdiction thereof.

5. **UTILITIES:**

During the initial term of this Agreement and any renewal term hereof, Lessor agrees to pay all utility costs for _____ used by Lessee. Lessor shall be responsible for snow removal, sidewalk clearing, and entry-way mopping and clearance.

6. **MAINTENANCE AND REPAIRS:**

a. **Maintenance and Supervision.**

I. Lessee agrees to keep and maintain the demised premises in a clean, neat, safe and orderly condition. Lessee shall be responsible to pay for maintenance, janitorial, and supervisory staff to ensure the cleanliness and safety of the premises during use. Lessee shall pay for the cost (including regular pay, overtime pay, and benefits) of Lessor’s provision of staffing for the event. The cost shall be as follows:

Staff Member	Rate
Custodian	\$18.00/hour (minimum of 1 hour)
_____	_____
_____	_____
Total Staffing Fee: \$_____.	

c. **Improvements.** Lessee shall not make, or suffer to be made, any alterations, repairs or improvements to the demised premises, without first obtaining the signed, written consent of Lessor. Lessee agrees to keep the demised premises free and clear of any and all liens arising out of any work performed or material furnished to or by, or obligations incurred by Lessee. If Lessee or its agents, servants, guests, invitees, patrons or employees damage the demised premises or any of the common areas, Lessee agrees to immediately repair the same.

7. **TRADE FIXTURES:**

Lessee shall have the right to install and maintain in and on the demised premises such trade fixtures and other equipment as it shall deem necessary to the conduct of its business, all of which shall remain the property of Lessee and may be removed by Lessee at any time.

8. **BEHAVIOR AND SUPERVISION:**

Lessee shall abide by Lessor’s building policies, which shall be provided to Lessee upon request. Lessee shall, additionally, abide by the following terms:

a. **Animals.** Lessee, Lessee’s agents, representatives, members, attendees, guests, employees and visitors shall refrain from bringing onto the premises any animals which pose a potential threat to anyone or anything in or near the premises; and

b. **Flammable or Illegal Substances.** Lessee, Lessee’s agents, representatives, members, attendees, guests, employees and visitors shall refrain from using tobacco, incense, illegal drugs or other substance, and/or any other flammable, ignitable, explosive, or otherwise dangerous or illegal substance within any buildings or structures on the premises or, in addition,

shall refrain from the use of any substance, liquid, gas, or other material that may present a fire hazard to the premises; and

c. **Force, Relationships, or Misconduct.** Lessee, Lessee's agents, representatives, members, attendees, guests, employees and visitors shall refrain from using inappropriate force against students, guests, employees, or others inside the building. Lessee hereby agrees to contact and confer with appropriate authorities if inappropriate or suspicious individuals are discovered on school grounds, Lessee further agrees to contact and confer with appropriate authorities in the event of suspected or witnessed inappropriate contact, abuse, relationship, or other incident which involves any child on school grounds.

d. **Prohibited Persons.** Lessee does hereby warrant and confirm that no unauthorized or prohibited persons will be permitted to attend any event hosted or supervised by Lessee. Lessee agrees to immediately contact local authorities, including (but not limited to) administration of Lessor, local and state police, and any other necessary agency in the event that an unauthorized or prohibited person is located or seeks access to the premises during the term of this Agreement.

Failure to abide by the foregoing terms shall result in the immediate and conclusive termination of rights under this contract, and forfeiture of any deposit, payment, rent, and/or other monies paid by Lessee to Lessor under this Agreement, whether the entirety of the term has been exercised and/or concluded or not. No right to recompense of monies shall accrue following violation of any of the terms by Lessee in paragraph 8 of this Agreement. Any outstanding fees, monies, damages or rent shall become due and payable immediately upon the termination of this contract.

9. **INSURANCE:**

a. **Fire and Extended Coverage.** During the entire term of this Agreement and any extensions or renewals thereof, Lessee shall be responsible for maintaining fire and extended coverage insurance covering the improvements located upon the premises (in their full insurable value) and Lessee's contents contained in the demised premises and all leasehold improvements. Such policy shall name Lessor as additional insured thereunder and shall be written by an insurance company reasonably acceptable to Lessor.

b. **Liability Insurance.** During the entire term of this Agreement and any extensions or renewals thereof, Lessee agrees to obtain and maintain liability insurance covering the use of the demised premises, and to pay all premiums on said insurance in amounts reasonably acceptable to Lessor. Such policy shall name Lessor as additional insured thereunder and shall be written by an insurance company reasonably acceptable to Lessor. Lessee agrees to hold Lessor harmless from any liability, damage, loss or injury, to the person or property of Lessee or any other person, suffered on, in, or about the demised premises and arising out of Lessee's use of the demised premises regardless of whether the same is covered by such insurance.

c. **Insurance Policies.** Lessee agrees to pay all insurance premiums Lessee is herein required to pay when due and prior to delinquency, and upon request, to furnish Lessor with a copy of such insurance policies, together with certifications by the insurers that said policies are in full force and effect. All such policies shall contain a provision that no termination of coverage or change of policy shall be effective without first giving Lessor thirty (30) days

advance notice.

d. **Cross Waivers of Subrogation.** Except as otherwise expressly provided herein, Lessor hereby releases Lessee, and Lessee hereby releases Lessor, and their respective successors and assigns, from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the property or loss of rents or profits of either releasing party, resulting from or in any way connected with any fire, accident, or other casualty on the demised premises, whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of the releasing party or any successor or assignee of either of them, or by any agent, associate or employee of either of them, if such damage or loss results from a peril insured against under any insurance contract which at the time of such damage or loss permits waiver of subrogation rights prior to a loss thereunder.

10. **LOSS AND INDEMNITY:**

Lessee covenants and agrees to defend, indemnify and hold Lessor harmless of and from any all losses, liabilities, damages, injuries, claims, demands, suits, actions and causes of action, whether for personal injury or property damage, costs and expenses of every kind, nature and description, whether or not covered by insurance, including legal fees and defense costs of Lessee and Lessee's employees, agents, guests, customers and invitees, suffered in, upon or about the demised premises, or arising out of or relating in any way to Lessee's or Lessee's employee's, agent's, guests, customer's or invitee's use, operation of or presence in or on the demised premises during the term of this Lease.

11. **RULES OF PUBLIC OFFICERS:**

Lessee agrees to comply with the rules, regulations, orders, laws, statutes and ordinances of the duly constituted public authorities governing the use and occupancy of the demised premises. Lessee agrees, at its expense, to obtain any license, permit or approval required for Lessee's occupancy and use of the demised premises.

12. **LESSEE'S BREACH OF COVENANT:**

In the event Lessee shall fail to perform any of the covenants and agreements of this Lease, the performance of which is herein required of Lessee, then the Lessor, in addition to whatever other rights against Lessee it may have, shall have the right to demand the remedying of said default or defaults by serving written notice on Lessee, and if at the expiration of ten (10) days from the receipt of said notice, Lessee has not remedied said default or defaults, then Lessor shall have the right to re-enter the demised premises, repossess the said premises, evict Lessee and/or others therein, remove the property of Lessee and others therein, and in the discretion of Lessor, relet the demised premises. Repossession made by Lessor as provided in this paragraph shall not entitle Lessee to any refund of rent previously paid under this Lease or any extension of renewal thereof. Waiver by Lessor of any breach of this Lease, whether in a single instance or repeatedly, shall not be construed as a waiver of the rights under this Lease to terminate the same because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by Lessor of Lessee's obligation to strictly adhere to the terms and conditions of this Lease, nor as a waiver of any claim for damages or other remedy by reason of such breach.

13. **ATTORNEYS' FEES:**

Breach of this Lease, or any extension or renewal thereof, by Lessee shall entitle Lessor to claim and recover as damages all reasonable costs, attorneys' fees and expenses incurred in connection with the enforcement of this Lease.

14. **INSPECTION BY LESSOR:**

Lessor and Lessor's designees, agents, representatives, servants and employees shall have the right to enter the demised premises at all reasonable times to inspect and examine the demised premises and to make repairs for the preservation or maintenance of the demised premises which Lessee has failed to make.

15. **INSPECTION BY LESSEE/SURRENDER:**

a. Lessee, prior to taking possession of the premises, shall be satisfied with the condition thereof, and the taking of possession shall be conclusive evidence against Lessee that the premises were in satisfactory condition when Lessee took possession.

b. Lessee shall quit and surrender the premises at the end of the term hereof in a clean and good condition, normal wear and tear excepted. Should Lessee fail to vacate the premises at the termination of this Agreement, either at the end of a term or upon prior termination, the maximum charge permitted by law shall be due and payable to Lessor for every day, or fraction of each day, past the termination date.

16. **SUBLET AND ASSIGNMENT:**

This Agreement may not be assigned, nor the demised property sublet or assigned in whole or in part by the Lessee without first receiving the signed written consent of Lessor.

17. **TIME OF THE ESSENCE:**

The time for performance of the obligations of the parties is of the essence of this Agreement.

18. **SUCCESSION OF OBLIGATIONS:**

The covenants and agreements contained herein shall be obligatory upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that nothing herein contained shall permit the Lessee to assign this Agreement without the prior written consent of Lessor.

19. **CHOICE OF LAW & SEVERABILITY:**

This Agreement shall be construed pursuant to the laws of the State of Illinois. If any portion or section of this Agreement should be determined illegal, invalid or unenforceable by a court of competent jurisdiction, said determination shall not effect or abrogate the remainder of this Agreement, which shall remain in full force and effect.

20. **NOTICES:**

Notices hereunder shall be in writing and, except as otherwise herein provided, shall be effective upon hand delivery thereof, or by the mailing thereof by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

LESSOR:
Superintendent
Abingdon Community Unit
School District No. 217
401 W. Latimer Street
Abingdon, IL 61410

LESSEE:

or at such other address as may from time to time be designated by either party by like notice to the other party.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the foregoing Lease on the day and year first written above.

LESSOR:

**BOARD OF EDUCATION,
ABINGDON COMMUNITY
UNIT SCHOOL DISTRICT NO. 217**

LESSEE:

Approved by Principal _____
Date _____

Received at District Office _____

Classification E and F - Require Board Approval

By: _____
Its President

By: _____
Its _____

ATTEST:

Its Secretary

ATTEST:

Its _____

Total Rent _____
Total Staffing Costs _____
Grand Total _____