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LEASE AGREEMENT

Between

Vermillion County and Aunt Martha's Youth Service Center, Inc.

THIS LEASE is made between Vermillion County, 6 North Vermillion Street, Courthouse Annex - 3rd Floor, Danville, Illinois 61832 herein called Lessor, and Aunt Martha's Youth Service Center, Inc., 19990 Governors Drive, Olympia Fields, Illinois 60461 herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the County of Vermillion Board of Health building located at 200 South College Street, Danville, Illinois 61832, described as an approximate ~~360~~³⁰⁰ square foot office space comprising of ~~three~~^{two} offices.

In consideration of the use and occupancy of the said premises, the Lessee agrees:

1. **TERM AND RENT.** Lessor agrees to rent above property to said Lessee at \$3.00 per square foot for a term of ~~3~~^{1 year} years at an annual rental of \$10,800.00, payable in equal monthly installments of \$900.00 per month, payable on the 10th day of each and every succeeding calendar month during the term of this lease. Lease shall be effective ~~October 1, 2010~~^{on December 1, 2010} through September 30, 2013. Either party, at its sole discretion, reserves the right to terminate lease upon a 30 days written notice, delivered by certified mail to Lessor.

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2. **USE.** Lessee shall use and occupy the premises for Family Case Management Services. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. **CARE AND MAINTENANCE OF PREMISES.** Lessor shall be responsible for all repairs required for the roof, exterior walls, structural foundations, electrical wiring, heating installations, and plumbing, with the exception of routine plumbing blockages and leaks. Lessee shall maintain the premises in good and safe condition. Lessor reserves the right to decorate, make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the property or any part of it, and for those purposes to enter into the leased premises and, during the continuance of any of this work, to temporarily close doors, entryways, public space, and corridors in the premises and to interrupt work or temporarily suspend services or use of the facilities, all without affecting Lessor's obligations under the lease, as long as the premises are reasonably accessible and usable. Should any alterations or repairs be required to comply with State, local or Federal laws solely because of Lessee's specific use of the premises, those costs shall be borne by the Lessee.

Lessee shall not, without the prior written consent of the Lessor, cause or permit any hazardous substances or materials to be brought on or remain on, kept, used, discharged, leaked, or emitted in or about premises. For the purpose of this lease "hazardous substances or materials" mean any hazardous, etiological, toxic, or radioactive substance, material, matter or waste this is or becomes during the term of this lease regulated by any applicable federal, state, or local law, ordinance, order, rule, regulation, or code or governmental restriction. "Hazardous substance or material" shall not include substances used or consumed in the course of the Lessee's business, provided however, that such substances or materials are handled, transported, stored, discharged, disposed of, emitted in compliance with any applicable state, local, federal law, rule or regulation. Lessee warrants that it is in compliance with all applicable

state, local or federal laws, rules or regulations with respect to any hazardous substance or material it might use in the ordinary course of its business.

Should the Lessee breach this term with respect to hazardous substances, and such breach results in damage to the premises or the land of another the Lessee shall hold the Lessor harmless.

4. ALTERATIONS. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the premises. Subject to Lessor's prior reasonable approval, Lessee, at Lessee's sole cost and expense, shall be responsible for all carpentry, plumbing, electrical and decoration work necessary for the alteration of Lessee's business. Thereafter, Lessee is given the right and privilege to make any changes or alterations necessary for the conduct of Lessee's business, provided no structural or exterior changes shall be made without Lessor's prior written consent. Lessee shall be responsible for installation of fire extinguishers and other life safety hardware as required by Municipal Ordinances or regulation.

5. ORDINANCES AND STATUTES. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld, provided however, that the parties agree that the premises shall not be leased or subleased excepted for activities considered "public purposes". The Lessor shall have sole discretion in determining whether an activity constitutes a "public purpose." The parties agree that any activity previously undertaken by the Vermillion County Health Department shall constitute a "public purpose."

7. UTILITIES. All applications and connections for necessary utility services on the demised premises except for heat, air, water, sewage, shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for internet and telephone services.

8. ENTRY AND INSPECTION. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. POSSESSION. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is

delivered. Lessee may terminate this lease if possession is not delivered within 10 days of the commencement of the term hereof.

10. INDEMNIFICATION OF LESSOR. The parties agree that the Lessor's liability is controlled by the Local Governmental and Government Employees Tort Immunity Act, 745 ILCS 10/1-101 et. seq. and as may be amended from time to time. The Lessee agrees to indemnify and hold Lessor harmless from any claims for damages (including but not limited to attorney's fees and costs) caused by the Lessee. To the extent permitted by law, Lessee waives and releases Lessor and Lessor's contractors, agents, and employees from all claims for damages to person or property sustained by Lessee or any occupant of the building or premises relating to (a) the building or premises or any part of either or any equipment or appurtenance becoming out of repair; (b) any accident in or about the building or premises; or (c) directly or indirectly, any act or neglect of any lessee or occupant of the building, or of any person, including Lessor, Lessor's agents, servants, guests, and invitees.

If any damage to the premises or building or to any equipment or appurtenance thereto or any part thereof or to the Lessor or other lessees in the building result from any act or omission or neglect of the lessee or lessee's contractors, agents, or employees, Lessor may, at Lessor's option, repair that damage, and Lessee shall, upon demand by Lessor, reimburse the Lessor immediately for the total cost of repairs in excess of the amount, if any, paid to the Lessor under insurance, if any, covering those damages.

All property situated in the building or premises and belonging to Lessee, its agents, contractors, employees or invitees, or any occupant of the premises shall be situated there at the risk of Lessee or such other person only, and Lessor shall not be liable for damage, theft, misappropriation, or loss of that property.

11. INSURANCE. Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: \$1,000,000.00 general liability. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. Said certificate shall be in a form and from a company approved by the Lessor. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. The Lessee, at his expense will also maintain any professional and/or medical malpractice insurance insuring the Lessor and Lessee with minimum coverage as agreed to by the parties in a side letter agreement which shall become part of this lease agreement. This agreement shall not become effective until said side letter is executed by the parties.

12. EMINENT DOMAIN. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may

file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **LESSOR'S REMEDIES ON DEFAULT.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after the giving of such notice or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver. In case suit should be brought for recovery of the premises by reason of Lessee's default, the Lessor shall be entitled to all costs incurred with such action, including reasonable attorney fees.

15. **SECURITY DEPOSIT.** Lessee shall deposit ^{\$900.00} with Lessor on the signing of this lease the sum of ~~Five Hundred and Forty Dollars (\$2,700.00)~~ ^{1.00}, equivalent to 3 months rent, as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided.

16. **NOTICES.** Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown above, or at such other places as may be designated by the parties from time to time in writing and acknowledged by both parties.

18. **HEIRS, ASSIGNS, SUCCESSORS.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

19. **OPTION TO RENEW.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 12 months commencing at the expiration of the initial lease term. All of the terms and conditions of the

lease shall apply during the renewal term, except that the rent shall be subject to negotiation and if not agreed upon by the parties within 60 days prior to the expiration of the lease, the lease shall not be renewed. The option shall be exercised by written notice given to Lessor not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

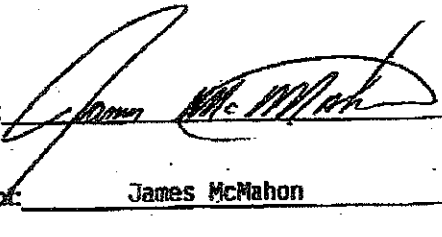
20. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

FP *FP*
16 *November*
Signed this *16* day of September, 2010

By: 

Print: Robert F. Richardson

Title: CAO, Aunt Martha's
LESSEE

By: 

Print: James McMahon

Title: County Board Chairman
LESSOR