

LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS LEASE is made between

Vermilion County, 201 N. Vermilion Street, Danville, IL 61832
 ("LESSOR") (Name, Address, Zip Code)

and the Illinois Senate ("LESSEE") by its agent, State Senator Scott Bennett
 ("SENATOR"), not individually but in his or her official capacity, pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq.

ARTICLE I. PREMISES AND TERM

1. From 1-1-22 until 12-31-22, LESSOR agrees to lease to LESSEE, for use as a state legislative district office, the following described premises (Street Address, City, Zip Code, Other Description):

201 N. Vermilion Street, Suite 323
Danville, IL 61832

2. Square Footage 635

ARTICLE II. RENT

1. LESSEE agrees to pay LESSOR as rent \$ 300.00 dollars per month, mailed to LESSOR at the above address. Payments to be made Monthly Quarterly Semi-Annually Annually, in advance.
2. Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the General Assembly fails to appropriate or otherwise make available funds for this Lease.

ARTICLE III. USE

1. LESSEE agrees that, during the term of this Lease, the above-described premises will be used as a legislative district office.

ARTICLE IV. POSSESSION

1. LESSEE shall be entitled to possession on the first day of the term of this Lease. Should LESSOR be unable to give possession on the first day of the term of this Lease, LESSEE shall not be liable for rent unless and until possession is delivered and rent shall be prorated from the date of occupancy.

ARTICLE V. UTILITIES

1. Utilities are the responsibility of LESSOR or LESSEE.

ARTICLE VI. IMPROVEMENTS & MAINTENANCE

1. Permanent improvements are the responsibility of LESSOR unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
2. LESSOR shall provide and maintain air conditioning and heating systems.
3. LESSOR shall be responsible for repairs to and maintenance of the interior of the premises, except for repairs to and maintenance of the LESSEE's personal property.
4. LESSOR shall be responsible for repairs to and maintenance of the exterior of the premises.
5. LESSOR is responsible for ensuring that the premises complies with all Federal and State laws and local codes and ordinances.

ARTICLE VII. TAXES & ASSESSMENTS

1. LESSOR shall pay all taxes and assessments, including, without limitation, property taxes, and effectuate payment by date due which may be levied or assessed upon or extended to the premises during the term of the lease.
2. LESSEE is not liable for the payment of any taxes or assessments, including, without limitation, property taxes, which may be levied or assessed upon or extended to the premises during the term of the lease.

ARTICLE VIII. HOLDING OVER

1. If, after the expiration of the term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the premises, this Lease shall continue in full force and effect on the same terms and conditions, except the Lease shall be on a month-to-month basis until terminated.

ARTICLE IX. TERMINATION

1. LESSEE/LESSOR may terminate the Lease by giving LESSOR/LESSEE thirty (30) days' written notice of intention to terminate the Lease.

ARTICLE X. NO CONFESSION OF JUDGMENT

1. LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.

ARTICLE XI. ESTOPPEL CERTIFICATES

1. Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

ARTICLE XII. LIABILITY

1. LESSEE does not assume any liability for acts or omissions of the LESSOR and such liability rests solely with LESSOR.

ARTICLE XIII. COURT OF CLAIMS

1. Any claim or disputed issue arising out of this Lease must be filed exclusively with the Illinois Court of Claims.

ARTICLE XIV. INSURANCE

1. LESSOR shall maintain in full force and effect at its sole cost and expense but for the mutual benefit of LESSEE (i) an "all-risk" property insurance policy for the premises and personal property located in the premises in the amounts of the full replacement values thereof and (ii) a comprehensive general liability insurance policy on an occurrence basis with limits of not less than \$2,000,000 per occurrence.

ARTICLE XV. CERTIFICATIONS

1. Drug Free Workplace. LESSOR certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Lease. *See* 30 ILCS 580/1, et seq.
2. Americans with Disabilities Act (ADA). The Americans with Disabilities Act and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit, or service. As a condition of receiving this lease, LESSOR certifies that the premises and services provided under this lease are and will continue to be in compliance with the American with Disabilities Act. *See* 42 U.S.C. 12101; 28 CFR 35.130.
3. Forced Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Forced Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the lease have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. *See* 30 ILCS 583/1, et seq.

REAL ESTATE LEASE FORM
DISCLOSURE STATEMENT

THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SIGNED BY
AN OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, OR MANAGING AGENT

You are required by Illinois Law to complete this form (50 ILCS 105/3.1) The purpose of this form is to determine all of the name(s) of the owner(s) and beneficiary having any interest in the property real or personal of the leased premises. Furthermore, you must disclose the names of any shareholders entitled to receive more than 7 1/2% of the total distributable income of any corporation with an interest in the lease. FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.

I A. Address of Premises 201 N. Vermilion Street, Danville, IL 61832

II INDICATE LESSOR'S INTEREST IN PROPERTY BY CHECKING ALL APPLICABLE BOXES AND COMPLETING PARAGRAPH(S) AS INSTRUCTED. IF ADDITIONAL SPACE IS NEEDED TO PROVIDE THIS INFORMATION, PLEASE ATTACH A SEPARATE SHEET TO THIS FORM.



FEE SIMPLE (SOLE OWNER, JOINT TENANTS, TENANTS BY THE ENTIRETY, TENANTS IN COMMON)

INSTRUCTIONS: PLEASE LIST NAMES OF ALL OWNERS.

Vermilion County, IL, a body politic



LEASE HOLDER OR SUBLESSEE

INSTRUCTIONS: PLEASE LIST THE NAMES OF THE LESSOR (AND LESSEE IF YOU ARE A SUBLESSEE). PLEASE INDICATE THE BEGINNING AND ENDING DATES OF TERM OF LEASE OR THE SUB-LEASE.



LAND TRUST OR OTHER TRUST

INSTRUCTIONS: PLEASE LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. IF THE PROPERTY IS HELD IN A LAND TRUST, YOU MUST ALSO COMPLETE A LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION.



OPTION TO PURCHASE, CONTRACT TO PURCHASE OR SIMILAR INTEREST

INSTRUCTIONS: DESCRIBE YOUR INTEREST IN THE PROPERTY FULLY. PLEASE LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE.



OTHER (PLEASE DESCRIBE)

INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE AN OWNERSHIP INTEREST IN THE PROPERTY.

4. Child Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Child Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the lease have been or will be produced in whole or in part by the labor of any child under the age of 12. *See* 30 ILCS 584/1, et seq.
5. Environmental Barriers Act. This Lease is subject to the Environmental Barriers Act. *See* 410 ILCS 25/5(e).
6. Educational Loans. LESSOR certifies that neither it, nor any of its principals, is in default on an educational loan as provided in the Educational Loan Default Act. *See* 5 ILCS 385/3.
7. International Anti-Boycott Certification Act. LESSOR certifies that neither it, nor any of its principals or substantially-owned affiliated company is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. *See* 30 ILCS 582/5.
8. Illinois Human Rights Act. LESSOR certifies that it is in compliance with all applicable provisions of the Illinois Human Rights Act and any rules adopted thereunder. *See* 775 ILCS 5/1-101, et seq.
9. Bribery. LESSOR certifies that neither it nor any of its principals has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have the LESSOR or its principals made an admission of guilt of such conduct which is a matter of record. *See* 30 ILCS 500/50-5.
10. Bid Rigging/Bid Rotating. LESSOR certifies that neither it, nor any of its principals, has been barred from contracting the State or a unit of local government as a result of a violation of Sections 5/33E-3 and 33E-4 of the Criminal Code of 1961. *See* 720 ILCS 5/33E-11.
11. Delinquent Payments. LESSOR certifies that it is not delinquent in the payment of any debt to the State. *See* 30 ILCS 500/50-11.
12. Disclosure and Potential Conflicts of Interest Statement. LESSOR certifies that the following persons or entities have an interest or distributive income share in LESSOR that is greater than either (i) 5% of the total interest or distributive income of LESSOR or its parent, or (ii) 60% of the Governor's annual salary, and LESSOR further certifies that notice has been given to LESSEE or SENATOR of any known potential conflict of interest that may arise under the Procurement Code, 30 ILCS 500/50-35. *Include name, address, and proportionate or dollar amount of share, as applicable.*
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13. Real Estate Lease Form Disclosure Statement. **Attached form (2 pages) must be completed and notarized.**
14. Taxpayer Identification. Under penalties of perjury, LESSOR certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Employer Identification Number) is 37-6002224.
15. Legal Status Disclosure. LESSOR is doing business as (please check one):
- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Tax-Exempt Hospital or Extended Care Facility |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation NOT Providing or Billing Medical and/or Health Care Services |
| <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> Nonresident Alien Individual |
| <input type="checkbox"/> Estate or Legal Trust | <input type="checkbox"/> Foreign Corporation, Partnership, Estate or Trust |
| <input type="checkbox"/> Limited Liability Company (Must check one of the boxes below) | |
| <input type="checkbox"/> Disregarded Entity, <input type="checkbox"/> Corporation, or <input type="checkbox"/> Partnership | |
| <input type="checkbox"/> Other: _____ | |

REAL ESTATE LEASE FORM - DISCLOSURE STATEMENT

III IF CORPORATION OR PARTNERSHIP HAS AN INTEREST IN THE LEASE, PLEASE COMPLETE THE APPROPRIATE PARAGRAPH

CORPORATION - INSTRUCTIONS: PLEASE LIST
1. The names of the president and secretary:
2. The name and address of the registered agent:
3. The names of all shareholders entitled to receive more than 7 1/2% of the total distributable income of the corporation:
4. The name of the person (s) authorized to execute the contracts on behalf of the corporation :
NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE CORPORATION AND THE CORPORATION IS PUBLICLY TRADED THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

PARTNERSHIP - INSTRUCTIONS: PLEASE LIST
1. The names of all partners (include limited partners if applicable):
2. If limited partnership, the names and addresses of all general partners:

IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?
[X] NO [] YES If "YES", explain employment and/or relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

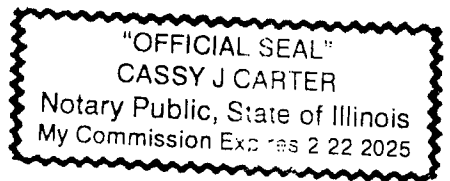
I, Larry Baughn Jr, state on oath or affirm that I am (title) v.c. Board Chairman of (firm/name) Vermilion County, IL and that the disclosure made above is true and correct. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.
Signature: [Handwritten Signature] Date: 12/21/2021
Title: Chairman

NOTARY:

STATE OF ILLINOIS
COUNTY OF Vermilion

I, Cassy J Carter, certify that on December 21, 2021, Larry Baughn personally appeared before me and swore or affirmed that he signed this document as Chairman of Vermilion County and that the information provided was true and correct.

[Handwritten Signature: Cassy J Carter] Notary Public
2/22/25 Commission Expires



ARTICLE XVI. GENERAL PROVISIONS

1. This lease is subject to all applicable laws of the State of Illinois.
2. No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
3. This person or agent is not my spouse, parent, grandparent, child, grandchild, aunt, uncle, niece, nephew, brother, sister, first cousin, brother-in-law, sister-in-law, mother or father-in-law, son-in-law or daughter-in-law. See 25 ILCS 115/4.2. The services performed were not in connection with any political campaign but were in connection with my legislative duties and responsibilities.

The parties express their mutual assent to the promises and covenants made herein:

LESSOR: Vermilion County, IL

LESSEE: Illinois Senate

BY: [Signature]
Signature of LESSOR's authorized agent

BY: State Senator [Signature]
Signature of SENATOR

BY: Larry Bawok Jr.
Printed Name of LESSOR's authorized agent

BY: State Senator Scott Bennett
Printed Name of SENATOR

DATED: 12/21/21

DATED: _____

Addendum to 2022 Lease Agreement
Between Vermilion County and State Senator Scott Bennett

This amendment/addendum is applied to the Lease Agreement by


Landlord Vermilion County-Larry Baughn and Tenant Senator Scott Bennett

Whereas the Landlord and the Tenant have agreed to certain modifications:

Landlord shall provide one (1) Reserved Parking space behind Vermilion County Building for this Tenant, Senator Scott Bennett.

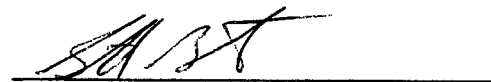
Effective date of _____.

All the other terms of existing Lease remain in effect.



Landlord

Date 12/21/2021



Tenant

Date 12/17/21