

BOARD POLICY 8.20 AP EXHIBIT 5
ARGENTA-OREANA CUSD #1
AGREEMENT FOR THE USE OF SCHOOL FACILITIES

LEASE AGREEMENT

This Lease Agreement made and entered into this _____ day of _____, 2019, by and between the Argenta Oreana School District, hereinafter referred to as "LESSOR", and Argenta Oreana Junior Football League, hereinafter referred to as "LESSEE", both of said parties having previously been authorized to execute said Agreement by resolutions adopted at regular or special meetings of their respective Boards.

RECITALS

WHEREAS, LESSOR is the owner of certain property located within the Community of Argenta, commonly known as Harry B. Munch Field –Argenta- and the Football Practice Field – Argenta- and the press box, storage area, and restrooms adjacent to such areas, located On District Property within the community of Argenta, Illinois, hereinafter referred to as "Premises;" and

WHEREAS, LESSEE is desirous of using the Premises for football activities of the Junior Football League; and

WHEREAS, the District and Junior Football League desire to enter into a lease agreement defining their rights, duties, and liabilities relating to the Premises.

TERMS & CONDITIONS

Section 1. Premises. LESSOR hereby leases to LESSEE certain property located within the District, Commonly Known as Harry B. Munch Field –Argenta- and the Football Practice Field –Argenta- and the press box, storage area, and restrooms adjacent to such areas, located On District Property within the community of Argenta, Illinois,

Section 2. Term. This Lease Agreement shall commence on July 15, 2019, and terminate on October 31, 2021. Upon termination of this Lease Agreement, LESSEE shall immediately surrender possession of the Premises, vacate the Premises, and return the Premises to LESSOR in as good condition as existed when LESSEE went into possession, except for reasonable wear and tear, acts of God, and conditions caused by the elements.

Section 3. Rent. LESSEE shall pay to LESSOR the sum of ONE HUNDRED DOLLARS (\$100.00) per year payable on or before the first day of Jul of each year at the office of the LESSOR in Argenta, Illinois.

Section 4. Permitted Use. LESSEE shall be entitled to use and occupy the Premises for the football games and practices of the Argenta Oreana Junior Football League Football teams, including having priority use, when said football games or practices have been timely scheduled (or games rescheduled), of the Premises over any other youth and recreation leagues, during the time periods set forth below:

- (A) Harry B. Munch Field -Argenta- (July 15 – October 31)
- (B) Football Practice Field –Argenta- (July 15 – October 31)

Note: District Use will take priority over Youth League during IHSA and IESA Sanctioned Seasons.

Section 5. Sublet & Assignment. LESSEE shall not sublet the Premises or any part thereof, nor assign this Lease Agreement without the prior written consent of LESSOR.

Section 6. Utilities and Maintenance.

- A. LESSOR shall be responsible for the upkeep and maintenance of the Premises and surrounding grounds and shall maintain the Premises in a clean and attractive condition during the term of this Lease Agreement.
- B. LESSEE shall be responsible for the daily field preparation, including but not limited to: watering, dragging, lining, weeding, etc.
- C. LESSOR shall be responsible for any utility costs related to the Following Premises.
 - 1. Harry B. Munch Field –Argenta-
 - 2. Football Practice Field –Argenta-

Note: The Lessor agrees to pay for lighting for one evening event annually.

- D. LESSEE shall be responsible for any utility costs related to the additional lighting use.
 - 1. Lighting use will be billed at \$50 per hour for any additional use beyond the one night included within Section 6, subsection C of this agreement.

E. LESSEE has examined and knows the condition of the Premises and agrees to keep the Premises in good order and repair during its use and will leave the Premises in good order and repair after each use. LESSOR agrees to otherwise maintain the Premises in a good order and repair when not in use by the LESSEE.

F. LESSOR represents and warrants that the Premises meet all applicable federal, state, and local laws for its use as a school facility as of the date of execution and, to the extent permitted by law, LESSOR shall indemnify and hold LESSEE harmless for any claims that the Premises do not meet the legal requirements to be used as school facility purposes.

Section 7. Alterations and Additions. LESSEE shall make no alterations or additions to the Premises without the prior written consent of LESSOR.

Section 8. Compliance with Law. LESSEE agrees to comply with any and all applicable laws, regulations, ordinances, and policies of the Communities of Argenta and Oreana while utilizing the Premises or otherwise operating under this Lease Agreement, including specifically any health code or other applicable laws or regulations related to LESSEE's provision of concessions or the operation of concession stands.

Section 9. Environmental Restrictions. LESSEE shall not cause or permit any hazardous substances to be brought or remain upon, kept, used, discharged, or emitted in, on, or about the Premises.

Section 10. Access to Premises. Nothing within this Lease Agreement shall prohibit or limit the rights of LESSOR, including its invitees or the public, to utilize the Premises when baseball or softball games or practices have not been timely scheduled (or games rescheduled) by the LESSEE or to otherwise prevent LESSOR'S access to the Premises to make inspections and/or needed repairs.

Section 11. Damage or Destruction of Premises. If, during the term of this Lease Agreement, the Premises shall be damaged by fire, lightning, windstorm, flood, or vandalism, LESSOR may elect not to restore or rebuild the same by giving notice in writing to LESSEE within fifteen (15) calendar days after such destruction, and, in such case, this Lease Agreement shall be terminated and shall be of no further force or effect.

Section 12. Proper Use of Facilities/Cleanliness If, during the term of this Lease Agreement, the LESSEE fails to comply with the duties within the closing check list (See: Board Policy 8.20 AP2) the LESSOR reserves the right to implement the following corrective measures:

- A. First Offense – Warning –
- B. Second Offense - \$100 Fine-
- C. Third Offense -\$250 Fine- With review of lease arrangement, including possible termination.

Section 13. Insurance/Hold Harmless.

A. LESSOR:

Hold Harmless: Excluding actions, claims, and demands resulting from the Youth League's use of the Premises, including any of its agents or invitees, and to the extent permitted by law, LESSOR hereby agrees to defend, indemnify, and hold LESSEE, LESSEE's Board members, officers, employees, agents, and/or any independent contractors, their successors and assigns, harmless from all costs, judgments, and expenses which in any way may accrue, including attorney's fees, and from any and all claims or demands by any third party for loss of, or damage to, property or for injury or death to any person from any cause whatsoever while in, upon, or about the Premises during LESSOR's use of the Premises or otherwise resulting from this Lease Agreement, unless caused by LESSEE's gross negligence or LESSEE's willful and wanton conduct.

Insurance: LESSOR agrees to provide and maintain, with a reputable insurance company, and at its sole cost and expense, General Liability Insurance, insuring LESSOR and LESSEE, LESSEE's Board members, officers, employees, agents, and/or independent contractors, their successors and assigns, as additional named insureds, against any and all claims, demands, or actions for injury to or death of one or more persons in any one occurrence with respect to bodily injury of not less than TWO MILLION DOLLARS (\$2,000,000) single limit and for property damage to property in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) made by or on behalf of any person, firm, or corporation, arising from, related to, or connected with LESSOR's use of or occupancy of the Premises, and in addition and in like amount covering LESSOR's contractual liability under the aforesaid hold harmless, defense, and indemnification provision. LESSOR shall provide LESSEE copies of policies with certificates of insurance showing the required coverage. The certificate shall require that the insurer give LESSEE at least thirty (30) calendar days prior written notice of termination or cancellation of the policies.

B. LESSEE:

Hold Harmless: To the extent permitted by law, LESSEE hereby agrees to defend, indemnify, and hold LESSOR, LESSOR's Board members, officers, employees, agents, and/or any independent contractors, their successors and assigns, harmless from all costs, judgments, and expenses which in any way may accrue, including attorney's fees, and from any and all claims or demands by any third party for loss of, or damage to, property or for injury or death to any person from any cause whatsoever while in, upon, or about the Premises during LESSEE's use of the Premises or otherwise resulting from this Lease Agreement, unless caused by LESSOR's gross negligence or LESSOR's willful and wanton conduct.

Insurance: LESSEE agrees to provide and maintain, with a reputable insurance company, and at its sole cost and expense, General Liability Insurance, insuring LESSEE and LESSOR, LESSOR'S Board members, officers, employees, agents, and/or independent contractors, their successors and assigns, as additional named insureds, against any and all claims, demands, or actions for injury to or death of one or more persons in any one occurrence with respect to bodily injury of not less than TWO MILLION DOLLARS (\$2,000,000) single limit and for property damage to property in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) made by or on behalf of any person, firm, or corporation, arising from, related to, or connected with LESSEE's use of or occupancy of the Premises, and in addition and in like amount covering LESSEE's contractual liability under the aforesaid hold harmless, defense, and indemnification provision. LESSEE shall provide LESSOR

copies of policies with certificates of insurance showing the required coverage. The certificate shall require that the insurer give LESSOR at least thirty (30) calendar days prior written notice of termination or cancellation of the policies.

Section 14. Taxes and Special Assessments. LESSOR shall pay all general real estate taxes and special assessments that may be levied on the Premises, and any and all other taxes which might arise which shall be attributed to the Premises.

Section 15. Notices. All notices shall be in writing. Notices shall be served upon LESSOR by personal delivery or by certified mail, return receipt requested, addressed to the LESSOR in care of its Superintendent at Argenta Oreana Unit Office, 500 N. Main Street, Argenta, IL 62501. Notices shall be served upon LESSEE by either personal delivery or by certified mail, return receipt requested, addressed to the LESSEE in care of its President, at P.O. Box 444, Argenta, Illinois, 62501.

Section 16. Validity/Severability. If any provision of this Lease Agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this Lease Agreement.

Section 17. Personal Property of Lessee. Upon the termination by expiration of this Lease Agreement, LESSEE shall vacate the Premises and shall remove all personal property from the Premises.

Section 18. Remedies and Default. In the event that either party to this Lease Agreement shall default on any of the terms or obligations set forth herein, the non-defaulting party shall give written notice by certified mail to the defaulting party of the default and a thirty (30) calendar day period to cure said default. If the default is not cured within thirty (30) calendar days of sending the written notice by certified mail, the non-defaulting party may immediately terminate this Lease Agreement and/or seek any additional remedies as may be allowed by law.

Section 19. Entire Agreement. This Lease Agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representation or agreements that may have been made by either party. Further, LESSOR and LESSEE acknowledge that each has read and understood this Agreement and has been furnished a duplicate original. This Lease Agreement shall be binding upon all rights hereunder and shall inure to the benefit of the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease Agreement to be duly executed the day and year first written above.

LESSEE:
Youth League

LEESOR:
Argenta Oreana School District

By: _____
Board President

By: _____
Board President

Attest: _____
Secretary

Attest: _____
Secretary