

LEASE AGREEMENT

This Lease ("**Lease**") is between the Lake County Fair Association, with its principal mailing address of 1060 E. Peterson Road, Grayslake, Illinois 60030 ("**LESSOR**") and the County of Lake, Illinois, a body politic ("**LESSEE**") (together, "**Party**" or "**Parties**"). The agreement shall be effective under the provision below specifying its effective date.

Recitals:

- (a) LESSOR is the owner of a certain property commonly known as the Lake County Fair Grounds at 1060 E. Peterson Road, Grayslake, Illinois 60030;
- (b) LESSEE requires a storage facility for personal protection equipment ("**PPE**") that has been procured in response to the COVID-19 Pandemic.

In light of the foregoing, the Parties now agree as follows:

Article 1. STORAGE SPACE. Lessor agrees to provide 10,000 sq. ft. of indoor, climate-controlled space in which Lessee can store PPE. Such space shall be suitable to storing pallets of PPE such that, if necessary on a daily basis, Lessee is able to easily access, remove, and restock the PPE supply.

Article 2. TERM; RENT; PAYMENT. As of the Effective Date (defined below), the initial term of the Lease shall be **four months**. After the initial term, this Lease shall continue on a month-to-month basis until terminated by either party. Monthly rent shall be **\$4,200**, paid monthly upon invoice from Lessor.

LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose.

LESSOR shall invoice the LESSEE monthly by the first calendar day of each month, and Lessor agrees to satisfy the invoice by the 15th calendar day of each month. Payment shall otherwise and in all instances be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be submitted to:

Lake County Emergency Management Agency
18 N. County Street, 9th Floor
Waukegan, IL 60085

Article 3. TERMINATION. After the initial term, the Lessee may terminate this Lease by giving 30 days' advance written notice of termination. To provide Lessee time to secure new space, if necessary, Lessor agrees to terminate only upon providing Lessee with 60 days' notice.

Article 4. PREMISES ACCESS. LESSEE shall have a nonexclusive right of ingress and egress to and from the Premises twenty-four hours a day, seven days a week, subject to means reasonably designated by the LESSOR.

Article 5. PARKING. LESSOR shall provide parking for the Lessee in the parking lot area adjacent to the Premises. LESSOR shall provide for all snow and ice removal for LESSEE'S parking.

Article 6. UTILITIES AND CUSTODIAL SERVICES: LESSOR shall provide all electrical and natural gas utilities for the LESSEE, as well as customary building custodial services.

Article 7. CARE AND MAINTENANCE: LESSOR shall tender the Premises to LESSEE in compliance with all applicable building, fire and life safety codes. In all other respects, LESSEE accepts the Premises in its "as-is" condition. LESSOR shall provide and pay for all costs related to the routine upkeep and maintenance of the Premises.

If the Premises become materially unsuitable for the purpose of storing PPE ("UNTENANTABLE"), LESSEE may declare the Lease terminated and may vacate, if the problem is not cured by LESSOR within 30 days. LESSEE may choose to remain in possession after terminating the Lease, until suitable substitute premises are available, but no longer than 60 days. LESSEE shall not be responsible for rent after any date when the Premises becomes Untenantable, but shall again be obligated to pay rent if the condition is returned to the status quo.

In the event of partial destruction or damage of the LESSOR'S premises from other than natural causes, such damage shall not terminate the lease. LESSEE shall be responsible for the cost of repairs to LESSOR'S property only to the extent the damage was caused by LESSEE'S activity on LESSOR'S property.

Article 8. DEFAULT. If either party defaults in the performance of any of the covenants or conditions of this Lease and does not cure any such default within 30 days of receiving notice from the other party, the affected party may immediately terminate the lease after the cure period expires.

In the event that the LESSOR terminates the lease due to LESSEE'S default, LESSEE shall pay LESSOR the full rent otherwise due through the end of the term of the lease plus any damage caused by the LESSEE to LESSOR'S property, plus the cost to remove PPE, if that cost is born by LESSOR, but only after LESSOR gives LESSEE a reasonable time to remove the PPE.

Article 9. REMOVAL of PPE UPON TERMINATION. Upon termination of this Lease, the LESSEE shall, within 30 days of termination, remove all PPE on the Premises.

Article 10. SECURITY. LESSOR reserves the right to require LESSEE to engage outside security services. When using overnight security, the security guard must be from a licensed security company. These arrangements must be communicated to the LESSOR'S Director of Security at (847) 344-0968.

Article 11. GOVERNING LAW; VENUE. The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this Lease, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

Article 12. ASSIGNMENT. This lease may be assigned by either Party only with the express written consent of the other Party.

Article 13. NOTICES. All notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

LESSOR: Lake County Fair Association
1060 E. Peterson Road
Grayslake, Illinois

Attention: County Fair Director

LESSEE: Lake County
18 N. County Street, 9th Floor
Waukegan, IL 60085
Attention: Emergency Management Agency

Article 14. SUCCESSORS. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

Article 15. SEVERABILITY. If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

Article 16. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

Article 17. INSURANCE. Lessee shall at all times maintain the Commercial General Liability and Workers Compensation coverage that it otherwise maintains in the ordinary course of its operations.

Article 18. SURVIVAL. Any provisions of this Lease that require performance after its termination or expiration shall survive such termination or expiration.

Article 19. CAPTIONS. The captions contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of the Lease.

Article 20. COUNTERPARTS. This Lease may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute the Lease.

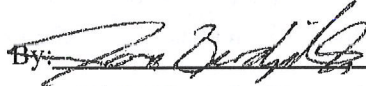
Article 21. EFFECTIVE DATE. This Lease will become effective when all of the parties have signed it, and the date this Lease is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Lease. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

[Signature Page to Follow]

Signed:

LESSOR:

Lake County Fair Association

By: 

Name: JON BROZIK, JR

Its:

GENERAL MANAGER

Date: 8/20/2020

LESSEE:

Lake County

By: 

Name: 8/20/20 Sandra Hart

Its:

County Board Chair

Date: 8/20/2020