

LEASE

This Lease Agreement made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the PLUMBERS AND PIPEFITTERS LOCAL UNION #25 Affiliated with the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter referred to as “LESSOR”) and \_\_\_\_\_ (hereinafter referred to as “LESSEE”).

WITNESSETH:

WHEREAS, the LESSOR desires to grant and lease unto the LESSEE and the LESSEE desires to accept from the LESSOR and grant and lease of a portion of the building improvements situated on the property described as follows:

The Assembly Hall facilities and ways immediately adjoining including the parking lot 4600 – 46<sup>th</sup> Avenue, Rock Island, IL 61201

which said portion of said building improvements, together with all LESSOR’S fixtures, structures, equipment or appurtenances now or hereinafter located thereon, all of which are hereinafter collectively referred to as the “Leased Premises.”

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIED HERETO AS FOLLOWS:

1. PURPOSE. LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the Leased Premises for the purpose of carrying on and conducting \_\_\_\_\_ and to do all things necessary or incidental thereto,

including but not limited to preparing and serving food and beverages including alcoholic beverages. LESSEE'S right of possession of the Leased Premises shall be co-existent with that of the LESSOR and not exclusive. LESSOR shall not interfere with LESSEE'S businesses. When not in use by LESSEE for the purposes herein set forth, LESSOR reserves the right of free access and use of the Leased Premises in any manner not inconsistent herewith. LESSOR and LESSEE shall cooperate with one another in scheduling for and during the use of the Leased Premises in furtherance of the purposes of this Lease.

2. TERM. The term of this Lease shall commence at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 20\_\_ and shall terminate at \_\_\_\_\_ a.m./p.m. \_\_\_\_\_, 20\_\_ unless the term hereof is extended in accordance with the provisions of paragraph 22 hereof.

3. RENT. LESSEE shall pay to the LESSOR as rental, an initial non-refundable deposit of two hundred dollars (\$200.00) at the time of execution of this Agreement and further pay to the Lessor as rental, at least five days prior to the earliest date set forth in paragraph 2 above, a sum equal to five hundred dollars (\$500.00).

4. WATER, GAS AND ELECTRIC CHARGES. LESSOR shall pay all heat, water rents, gas, electric and power bills together with all real estate taxes, levied or charged for the Leased Premises.

5. HEAT AND AIR CONDITIONING. LESSOR shall furnish to the Leased Premises, at no costs or expense to LESSEE a reasonable amount of heat or air conditioning whenever in LESSEE'S judgment, the same is necessary for its comfortable use of the Leased Premises, during its business hours as requested by LESSEE from time to time not less than 24 hours prior to LESSEE'S need for the same. LESSOR does not warrant that heating service will be free 2 from unavoidable interruptions caused by strike, accident or cause beyond the

reasonable control of LESSOR, or by renewal or repair of the heating or air conditioning apparatus in the building. Any such reasonably avoidable interruption shall not be deemed an eviction or disturbance of LESSEE'S use and possession of Leased Premises, nor render LESSOR liable to LESSEE in damages. All claims against LESSOR for injury or damage arising from failure to furnish heat or air conditioning through no fault of the LESSOR are hereby waived by LESSEE.

6. LICENSES AND PERMITS. LESSEE shall be responsible to obtain in its own name all licenses and permits required under local, state, or federal law or regulation for the stated purposes as identified in Paragraph 1 above, including, but not limited to a liquor license appropriate to the LESSEE'S use of the premises. LESSEE will not permit consumption of alcoholic beverages thereon other than within the Assembly Hall area and bar areas and pursuant to the terms of its liquor license. LESSEE will provide written evidence to LESSOR at least five (5) days prior to the event of its having obtained an appropriate liquor license. LESSEE will obtain all necessary event licenses and permits from the appropriate agency, if applicable, and the City of Rock Island prior to the date set forth for the event specified in paragraph 2 above. LESSEE will provide written evidence to LESSOR at least five (5) days prior to the event of its having obtained such appropriate licenses and permits. LESSEE shall conform its events to all regulations of the Rock Island Fire Protection District.

7. LESSEE NOT TO MISUSE. LESSEE will not permit any unlawful or immoral practice, with or without its knowledge or consent, to be committed or carried on upon the Leased Premises by itself or by any other person. LESSEE will not allow the Leased Premises to be used for any purpose other than that hereinbefore specified. LESSEE will not keep or use or permit to be kept or used in or on the Leased Premises or any place contiguous thereto, any

flammable fluids other than may be necessary for the conduct of its business. LESSEE will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. LESSEE will not use or allow the use of the Leased Premises for any purpose whatsoever which, in the reasonable judgment of the LESSOR would result in injury to the reputation or public image of the LESSOR.

8. CONDITION OF LEASED PREMISES. LESSEE has examined and knows the condition of the Leased Premises and finds the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by LESSOR or its agent prior to or at the execution of this Lease that are not herein expressed.

9. CLEANLINESS. LESSEE shall keep the Leased Premises and appurtenances thereto in a clean, sightly and healthy condition, all according to the statutes and ordinances in such cases made and provided and the directions of public officers thereunto duly authorized, all at its own expense, and shall yield the same back to LESSOR upon the termination of this LEASE, whether such termination shall occur by expiration of the term or in any other manner whatsoever, in the same condition of cleanliness, and sightliness as at the date of the execution hereof, loss by casualty and reasonable wear and tear excepted. LESSEE agrees to provide, at its own expense, personnel responsible for preparing the Assembly Hall for the event as well as personnel responsible for janitorial services and clean up after the event. All janitorial services and clean-up of the Assembly Hall are to be completed by the LESSEE within twenty-four (24) hours after the end of the event, but no later than the latest date set forth in paragraph 2 above. If, however, the Leased Premises shall not be kept in a clean, sightly and healthy condition by LESSEE, as aforesaid, LESSOR may enter the same, by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with

the possession of the Leased Premises by LESSEE, and LESSOR may replace the same in the same condition of sightliness, healthiness, and cleanliness as existed at the date of execution hereof, and LESSEE shall pay to LESSOR upon demand, in addition to the rent hereby reserved, the expenses of LESSOR in thus replacing the Leased Premises in that condition. LESSEE shall not cause or permit any waste or misuse of the heat, air conditioning, water or any of the fixtures.

10. REPAIRS AND MAINTENANCE. LESSOR shall keep all parts and portions of the Leased Premises in good repair, will replace all broken globes, glass, and windows with material of the same size and quality as that broken and will replace all damaged plumbing fixtures and all other fixtures and equipment with others of equal quality all at its sole cost and expense and LESSEE shall have no duty with regard thereto.

11. BUILDING SECURITY. LESSOR, if necessary, will designate a person to have access to the LESSOR'S building security system. LESSEE shall at all times protect the integrity of the building security system and shall indemnify LESSOR with respect thereto. LESSEE agrees to provide at its own expense necessary and adequate security for the conducting of the event identified in Paragraph 1 above in an orderly manner.

12. LIABILITY INSURANCE. The LESSEE at all times during the term or any extended term of the Lease shall maintain at its own cost and expense, policies of appropriate Business (Commercial General Liability) or Non-Business (Personal Liability) insurance naming LESSOR as an additional insured with a "BEST" A-rated company or companies that are satisfactory to the LESSOR. The minimum coverage shall be as follows: Commercial General Liability with limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for Bodily Injury and/or Property Damage including LESSOR as an Additional Insured and with Medical Payments of not less than \$5,000 per person or, if appropriate, Personal Liability

insurance with limits not less than \$1,000,000 per occurrence for Bodily Injury and/or Property Damage and Medical Payments of not less than \$5,000 per person. Liquor Liability (if not provided under the Commercial General Liability or Personal Liability insurance) with limits of not less than \$1,000,000 for losses for Personal Injury and/or Property Damage and/or Loss of Means of Support. The policies shall contain a provision that the insurer will not cancel or change the insurance without first giving the LESSOR thirty (30) days prior written notice. LESSEE shall deposit copies of said policies or certificates with the required Additional Insured endorsement attached. LESSEE will also provide worker's compensation insurance, if applicable, and provide certification to the LESSOR that the coverage is in force and requiring the LESSEE's insurer to give the LESSOR 30 days prior written notice of cancellation.

13. PROPERTY INSURANCE. LESSEE shall at its own cost and expense provide adequate insurance coverage to protect the property of the LESSEE located on the Leased Premises from fire or other casualty including business interruption coverage. LESSEE and LESSEE's insurer agree to waive subrogation against LESSOR for loss or damage to LESSEE's property.

14. DAMAGE OR DESTRUCTION OF LEASED PREMISES. In the event that the Leased Premises shall be rendered untenable by fire, explosion or other casualty, LESSOR may, at its option, terminate this Lease or repair the Leased Premises within sixty (60) days of such occurrence. If LESSOR does not repair the Leased Premises within said time, or the building containing the Leased Premises shall have been wholly destroyed, the term hereby created shall cease. Rent shall be abated for any period of untenability.

15. TERMINATION; HOLDING OVER. At the termination of this Lease, by lapse of time or otherwise, LESSEE will yield up immediate possession of the Leased Premises to

LESSOR, in good condition, loss by fire and ordinary wear excepted. If LESSEE retains possession of the Leased Premises or any part thereof after the termination of this Lease by lapse of time or otherwise, then LESSOR may, at its option, after termination serve written notice upon LESSEE that such holding over constitutes the creation of a day-to-day tenancy, upon the same terms of this Lease. The provisions of this paragraph shall not constitute a waiver by LESSOR of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as waiver of LESSOR'S right to terminate this Lease for a breach by LESSEE of any of the covenants herein.

16. BANKRUPTCY OR INSOLVENCY. LESSOR shall have the option to cancel this Lease in the event of any assignment by LESSEE for the benefit of its creditors, or bankruptcy, or insolvency proceedings, voluntary or involuntary shall be commenced against the LESSEE.

17. MECHANIC'S LIENS. LESSEE shall not permit any mechanic's lien or liens to be placed upon the Leased Premises or upon any building or improvement thereon during the term hereof and in case of the filing of any such lien, LESSEE shall promptly furnish to LESSOR proof of satisfaction and release of said lien or may post with LESSOR a bond or other security satisfactory to LESSOR guaranteeing the removal or satisfaction of any such lien. In the event LESSEE shall fail to do so within thirty (30) days after written notice thereof from the LESSOR to the LESSEE, the LESSOR shall have the right and privilege at the LESSOR'S option to pay the same or any portion thereof without inquiry as to the validity thereof, and any amount so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from the LESSEE to the LESSOR and shall be repaid by LESSEE to the LESSOR immediately upon rendition of a bill therefor.

18. PERSONAL PROPERTY. Any fixtures or other personal property on the Leased Premises which are or may hereafter be placed on said Leased Premises by the LESSEE are to be and shall remain the sole property of the LESSEE and the LESSEE shall have the right to remove same at any time during the Lease; provided, however, the LESSEE shall make all necessary repairs for any damage caused by the removal of any of its fixtures or personal property. At the termination of the Lease, LESSOR reserves the right to require LESSEE to remove any fixtures or other personal property at the expense of the LESSEE, and to make any necessary repairs at LESSEE'S expense for any damage caused by said removal.

19. PARKING. The LESSOR hereby grants to LESSEE, its employees, agents, customers and invitees, the non-exclusive right during this Lease to use the parking areas and other common areas for the conduct of LESSEE'S business under the terms of this Lease. The LESSEE shall not at any time interfere with the rights of LESSOR or other tenants of LESSOR and their employees, agents, customers or invitees to use any part of the common areas or parking areas. The LESSOR shall be responsible for the maintenance of and snow removal from said parking areas and all other common areas, at LESSOR'S sole cost and expense. LESSEE agrees to provide, as required, at its own expense, necessary and adequate personnel to monitor and control traffic using the parking areas before, during and after the event.

20. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). LESSEE shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by LESSOR or its agent, any articles or permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Leased Premises, or upon any of the appurtenances thereto, without in each case the written consent of LESSOR first had and obtained and shall make no changes or alterations in the Leased Premises



by the erection of partitions or otherwise, without the prior consent in writing of LESSOR; and in case LESSEE shall affix additional locks or bolts on doors or windows, or shall place in the Leased Premises lighting fixtures or any fixtures of any kind, without the consent of LESSOR first had and obtained, and such permitted locks, bolts and fixtures shall remain for the benefit of LESSOR. If LESSOR does not desire to retain the same, it may remove the same, and LESSEE shall pay the expense of removal and storage thereof. The provisions of this paragraph shall not however, apply to LESSEE'S trade fixtures, equipment moveable furniture, if any.

21. LESSOR'S REMEDIES. In case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained, LESSEE'S right to the possession of the Leased Premises thereupon shall terminate, and the mere retention of possession thereafter by LESSEE shall constitute a forcible detainer of the Leased Premises; and if the LESSOR so elects, but not otherwise, this Lease shall thereupon terminate and upon the termination of LESSEE'S right of possession, as aforesaid, LESSEE shall surrender possession of the Leased Premises immediately, and LESSEE hereby grants to LESSOR full free license to enter into and upon the Leased Premises or any part thereof, to take possession thereof and to expel and to remove LESSEE or any other person who may be occupying the Leased Premises or any part thereof and LESSOR may re-possess itself of the Leased Premises but such entry of the Leased Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in this Lease contained to be performed by LESSEE. The acceptance of rent, whether in a single instance or repeatedly, after it falls due or after knowledge of any breach hereof by LESSEE or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a

waiver of any right hereby given LESSOR or as an election not to proceed under the provisions of this Lease. For the purpose of this paragraph, no default shall be deemed to have occurred until said violation or breach has existed for ten (10) days and LESSEE shall have fifteen (15) days after receipt of written notice from LESSOR of the violation or breach within which to cure or correct the same. In the event LESSEE so cures any such default within said period this Lease shall remain in full force and effect.

22. OPTION TO EXTEND TERM. The LESSEE shall have the option to extend this Lease for four (4) additional daily terms of 24-hours each provided the LESSEE is not in default hereunder and provided further that the Leased Premises have not been designated for other use by LESSOR for said time period. Each of the successive daily terms shall be on the same terms and conditions as the prior term.

23. SUBLETTING: ASSIGNMENT BY LESSEE. LESSEE shall not sublet the Leased Premises nor assign this Lease without the prior consent in writing of LESSOR.

24. ASSIGNMENT OF LEASE BY LESSOR. The LESSOR may during the term of this Lease or any extended term hereof assign, sell or transfer all of the right, title and interest of the LESSOR in and to this Lease to any person or corporation. In the event of any such assignment the LESSOR shall not be released or discharged from any of its personal and individual obligations or liabilities under the terms of this Lease.

25. RULES AND REGULATIONS. LESSEE shall keep and observe such reasonable rules and regulations now or hereafter required by LESSOR, which may be necessary for the proper and orderly care of the building of which the Leased Premises is a part.

26. ATTORNEYS' FEES. If suit or action is brought to enforce this Lease or any

provision hereof, or to rescind or disaffirm this Lease or any provision hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses, both trial and appellate, in addition to its costs and disbursements allowed by law, which shall include the costs of any discovery proceedings. The provisions of this paragraph are declared by the parties hereto to be severable from the balance of this Lease, the separate consideration for this paragraph being their mutual agreement contained herein.

27. INDEMNIFICATION. Except as otherwise provided by law, the LESSEE shall protect, save, keep and defend the LESSOR, its successors and assigns, forever harmless and indemnified from and against any penalty or damages or charges imposed for any violation by LESSEE or any laws or ordinances, whether occasioned by the neglect of the LESSEE and the LESSEE shall at all times protect, indemnify, defend, save and keep harmless LESSOR, its successors and assigns, from and against any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of LESSEE in any respect to comply with and perform all the requirements and provisions hereof. Without any limitation of the foregoing, the LESSEE agrees to protect, indemnify, defend, save and hold harmless the LESSOR, its agent and employees and its successors and assigns against any and all claims, demands, actions, judgments, settlements, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees and disbursements for injury to or death of persons or damage to property arising out of or resulting from the willful or wanton act or acts or negligence of the LESSEE or the failure of the LESSEE to comply with the provisions of this Agreement.

28. COVENANT OF QUIET ENJOYMENT. LESSEE, upon the payment of the rent

herein reserved and upon performance of all the terms of this Lease, shall at all time during the lease term peaceably and quietly enjoy the Leased Premises without any disturbance from the LESSOR.

29. SHORT FORM LEASE. LESSOR and LESSEE may execute, at the time of execution of this Lease or upon subsequent request by either of them, a short form lease for recording purposes, setting forth the parties hereto, the legal description of the Lease Premises, the term of this Lease and reference to the renewal of the term hereof.

30. SEVERABILITY. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

31. NOTICES. Notices shall be in writing and may be served either party, at their respective last known addresses either by personally delivering the same or by sending the same by United States certified or registered mail, postage prepaid, addressed to LESSOR or LESSEE at their respective last known address, in which event the notice shall be deemed to have been served at the time the copy is mailed.

32. BINDING EFFECT. This Lease is binding upon and shall inure to the benefit of the LESSOR and the LESSEE and their respective heirs, successors, legal representatives and assignees.

IN WITNESS WHEREOF, the LESSOR, PLUMBERS AND PIPEFITTERS LOCAL UNION # 25 affiliated with the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, an Illinois Not-For-Profit Corporation and the LESSEE, \_\_\_\_\_, caused this Lease to be duly executed pursuant to due authority vested in them and represent that they possess said authority to execute this Agreement.

LESSOR:

PLUMBERS AND PIPEFITTERS LOCAL  
UNION # 25 affiliated with the  
UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING AND  
PIPEFITTING INDUSTRY OF THE UNITED  
STATES AND CANADA, an Illinois  
Not-For-Profit Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St., Zip: \_\_\_\_\_

Phone : \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_