

## **Garfield Park**

### **Residential Lease**

#### Residence Lease

THIS LEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Aurora, a municipal corporation ("Lessor") and Denise Hakala ("Lessee"). Witnesseth:

1. Description of Leased Premises. The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor the residence house, garage and grounds immediately adjacent thereto located in Garfield Park, a City of Aurora Park and commonly known as 817 Forest Avenue, Aurora, IL.
2. Lease Term. The term of this lease shall begin on the date hereof, and shall continue through August 31, 2017 for as long as the Lessee is an employee of the City of Aurora, or until sooner terminated by either party upon sixty (60) days written notice thereof. Thereafter, Lessee will be a month-to-month tenant with rent increasing by 3% annually each September 1<sup>st</sup>.
3. Rent Agreement. Lessee, in addition to the further consideration as hereinafter set forth, shall pay as and for rent for the subject property Five Hundred & Twenty Five Dollars(\$525.00) per month through payroll deduction. As additional consideration in lieu of payment which forms the basis for the Lessor entering into this lease, Lessee agrees to be responsible for "caretaking" duties in and around the Park, including but not limited to, reporting of criminal activity, City ordinance violations and general maintenance issues at Garfield Park, which is adjacent to the leased premises. Such responsibilities shall further include but not be limited to, turning off the baseball diamond lights, opening and closing bathroom facilities, and other similar tasks with reporting issues to proper Aurora authorities and/or the Superintendent of Parks and Recreation. In addition, from May through September, Lessee will manage the food and beverage concessions at Garfield Park and Solfisburg Park. The Superintendent of Parks and Recreation will act as the City representative between Lessee and Lessor for park related issues. Failure to perform these additional duties in a manner that is satisfactory to the said City representative will be deemed a material breach of this lease and entitle Lessor to cancel the lease.
4. Utilities, Telephone and Garbage. Lessee will pay any and all utility bills, including electricity, gas, and/or telephone bills taxed, levied or charged upon or in respect of said premises and garbage pick-up fees for and during the time for which this lease is granted. However, Lessor will provide water and sewer service to the leased premises, at no cost to Lessee.
5. Condition of Premises. Lessee acknowledges that the premises are in fair repair, except as herein otherwise specified, and that no representations as to the condition of repair thereof

have been made by the Lessor, or Lessor's agents, prior to or at the time of execution of this lease that are not herein expressed.

6. Upkeep of Premises. Lessor shall provide the materials for repairing any improvement upon the premises, except as otherwise stated herein, and the Lessee shall provide the labor to make any repairs and keep all improvements in good, tenantable and wholesome condition and will comply with all general regulations, laws and ordinances applicable thereto. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. Any and all repairs, remodeling or improvements made to the demised premises shall remain a part of the demised premises and stay on said premises at the termination of this lease.

All decorative improvements to the property (e.g., wallpaper, paint, carpeting) shall be the responsibility and at the expense of the Lessee. There shall be no work performed on the premises other than repairs and maintenance of no more than \$250.00 without the written permission of the Lessor.

Lessee shall use all appliances, fixtures, equipment, including without limitation, bathroom equipment and facilities, kitchen equipment and facilities, water, sewer, heat, electrical and ventilation equipment and facilities (collectively referred to as "Operating Systems") in the premises in a safe manner and only for the purposes for which they are intended and shall not litter, destroy, deface, damage or remove any of the Operating Systems from the premises without written consent from Lessor. Lessor agrees to repair and maintain the Operating Systems where said repairs and/or maintenance totals over \$250.00. Lessee shall be liable for any damage to the Operating Systems resulting from her own intentional or negligent conduct, or that of a member of her household, relatives, invitees, or any guests of Lessee. In the event such damage is sustained, Lessor will provide Lessee with a written invoice containing the items damaged, the corrective action to be taken and the cost thereof.

7. Renter's Insurance. Lessee, at her own cost shall be solely responsible for providing renter's insurance on her own private property, if she shall elect to do so, and must in any case provide premises liability insurance acceptable to the Lessor, naming the City of Aurora as co-insured. Lessee must provide a certificate of insurance to the Lessor within ten (10) days of the execution of this Lease showing the requirements contained in this section are in effect.
8. Use of Premises. The premises are to be used solely as residence for Denise Hakala and immediate family. Lessee will not allow the premises to be used for any purposes that will increase the rate of insurance thereon nor for any purpose other than that herein specified and will not permit the premises to be used for unlawful purposes. Lessee will keep no dogs, cats, or other animals or pets in or about the premises except as approved in writing by Lessor. Lessee will not permit any structural alteration of or upon any part of the premises, nor allow signs or placards posted or placed thereon, except by prior written consent of Lessor.

9. Destruction of Premises by Fire or other Casualty. In case the premises shall be rendered uninhabitable by fire or other casualty, Lessor may at its option terminate this lease or repair the premises within 3 days and, failing to do so, or upon the destruction of the premises by fire, the term hereby created shall cease and determine.
  
10. Use of Dangerous substances. Naphtha, benzene, benzole, benzene-varnish, gun powder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable or dangerous fluid, substance, or oil shall not be allowed or used on the premises without prior written permission of Lessor.
  
11. Default. If default be made in any covenants herein to be kept by Lessee, it shall be lawful for the Lessor at any time, at its election, to declare said term ended and to re-enter the premises or any part hereof, by legal process of law, and to remove the Lessee and any person occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent. In the event of legal action brought by or against the Lessor as a result of the entering into this Lease, Lessee shall pay Lessor's reasonable attorney fees and costs.
  
12. Assignment. The Lessee may not assign this lease.
  
13. Interpretation.
  - a. Severability. It is the intention of both parties hereto that the provisions of this lease shall be severable in respect to a declaration of invalidity of any provision hereof.
  - b. Headings. The paragraph headings are for convenience only and do not define, limit or describe the contents.
  - c. Governing Law. The laws of the State of Illinois shall govern the validity, performance and enforcement of this lease.
  - d. Amendments. No amendments, modifications of or supplements to this lease shall be effective unless in writing, executed and delivered by Lessor and Lessee.

This Lease is executed in duplicate originals.

IN WITNESS WHEREOF, the Lessor, CITY OF AURORA, a municipal corporation, has caused this lease to be executed by its Mayor and attested by its City clerk, and its corporate seal hereby affixed and Lessee, Denise Hakala, has caused this lease to be executed, the day and year first above written.

LESSOR: CITY OF AURORA

LESSEE:

BY: \_\_\_\_\_

\_\_\_\_\_

Thomas J. Weisner, Mayor

Denise Hakala

ATTEST: \_\_\_\_\_

Wendy McCambridge, City Clerk