

FINAL
12/5/17

900 Ray Moses Drive
Residential Lease
Residence Lease

THIS LEASE is made this _____ day of December, 2017, between the City of Aurora, a municipal corporation (“Lessor”) and Danny Powell (“Lessee”). Witnesseth:

1. Description of Leased Premises. The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor the residence at 900 Ray Moses Drive in Phillips Park, Aurora, IL 60505, (hereinafter “Premises or Subject Property”).
2. Lease Term. The term of this lease shall begin on the date of January 1, 2018 and shall continue through December 31, 2018, 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 January 1st.
3. Rent Agreement. Lessee shall pay as rent for the subject property \$590.00 per month, due on the first day of each month. 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 Phillips Park, including but not limited to, reporting of City ordinance violations, Park violations and general maintenance issues at Phillips Park, which the leased premises is within the Phillips Park boundaries. In addition to reporting issues to proper Aurora authorities and/or the Superintendent of Parks and Recreation, Lessee agrees to the specific items listed in Exhibit A attached hereto. 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 is responsible for any and all utility bills, including gas, electric and phone bills taxed, levied or charged upon or in respect of said demised premises, for and during the time for which the lease is granted. However, Lessor will provide water and sewer service to the leased premises, at no cost to Lessee. Failure to pay utility bills as required herein shall be considered a default and grounds for termination of the lease.
5. Real Estate Taxes. The Lessor is responsible for paying any applicable real estate taxes.
6. Condition of Subject Property. Lessee acknowledges that the Subject Property is 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.
7. Upkeep of Subject Property. 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 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 Subject 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. However, Lessee shall be liable for any damage to the Operating Systems resulting from his own intentional or negligent conduct, or that of a member of his 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.

8. Renter's Insurance. Lessee at his own cost shall be solely responsible for providing renter's insurance on his own private personal property, if he shall elect to do so, and must in any case provide premises liability insurance acceptable to the Lessor, naming the City of Aurora, its officers, appointed and elected officials, employees, agents, volunteers, attorneys and engineers as additionally 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. The renter's insurance shall be in such amount as to insure all of Lessee's property from time to time located on the Premises and shall insure against all risks of loss. Lessee shall comply with each of the terms and conditions relative to insurance coverage for the Subject Property. Failure to timely pay any insurance premiums, causing a loss or lapse in coverage, shall be considered an event of default of the Lease. Lessee expressly acknowledges that Lessee is leasing the Subject Property at Lessee's own risk. In no event shall Lessor have any financial responsibility to Lessee as a result of any loss or damage occurring on the Premises. Lessee shall waive any rights of action against Lessor for loss or damage covered by the insurance required hereunder, and the policy shall permit such waiver. Such policy shall be provided by an insurance company duly authorized to do business in Illinois and acceptable to Lessor.
9. Use of Premises. The Subject Property is to be used solely as residence for Danny Powel 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 written consent of Lessor. Lessee shall not keep or otherwise permit any illegal substances on or near the Premises. Keeping or

otherwise permitting illegal substances on or near the Premises shall constitute a material breach of this Lease causing the termination of this Lease.

10. 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.
11. Use of Dangerous Substances. Naphtha, benzene, benzoyl, 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 written permission of Lessor.
12. 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 terminate this lease and to re-enter the Subject Property or any part hereof, by legal process of law, and to take legal action for the removal 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.
13. Assignment/Sublet. The Lessee shall have no right to assign, sublet or transfer this lease or any interest therein
14. Indemnity for Accidents. Lessee agrees that Lessee shall defend, protect and hold harmless the Lessor, and its past, current and future officers, appointed and elected officials, employees, volunteers, attorneys, engineers and agents, and indemnify them against and from any claims, causes of action, penalties, damages or charges of any kind imposed for any violation of any laws or ordinances relating to or arising out of any actions of Lessee or Lessee's invitees or agents on the Premises, whether occasioned by the actions or omissions of Lessee or those persons using the Premises, and that Lessee shall at all times protect, indemnify and save and keep harmless the Lessor, and its past, current and future officers, appointed and elected officials, board president, board members, employees, volunteers, attorneys and agents, against and from any and all losses, costs, damages or expenses, arising out of or from any actions or omissions or any accident or other occurrence on or about the Premises, causing injury, illness or death to any person or damage to property. Lessee shall also protect, indemnify and save and keep harmless the Lessor, and its past, current and future officers, appointed and elected officials, board president, board members, employees, volunteers, attorneys and agents, against and from any and all such claims, causes of action, charges and against and from any and all penalties, losses, costs, damages or expenses arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, except if caused by the omission or fault of the Lessor or its employees.

Waiver of Claims: Lessee waives and releases all claims and causes of action it has or may have in the future against Lessor, and its past, current and future officers, appointed and elected officials, employees, volunteers, attorneys, engineers and agents, for losses or damages of any kind sustained by Lessee relating to or arising out of any accident, injury,

illness or death occurring on or within the Premises or as a consequence of any activities performed on the Premises resulting directly or indirectly from any act, actions or omissions of Lessee or his or her invitees and agents or the occupation of the Premises by Lessee, or the presence of existing Hazardous Materials on or under the Premises, except if caused by the omission or fault of the Lessor or its employees.

15. Estoppel Certificates. At any time and from time to time, Lessee agrees, upon request in writing from Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which Lessor may request.
16. Environmental Matters. The Lessee shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by the any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Premises. Except for any Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, the Lessee, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that Lessee (or his or her agents, invitees or contractors) creates or causes with respect to the Premises, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States government, including, but not limited to, any material or substance which is: a) petroleum or a petroleum-based substance; b) asbestos; c) polychlorinated biphenyls; d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). Except for any Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, the Lessee shall indemnify and hold the Lessor, and its agents, harmless against any claim, suit, loss, liability or damage, including, attorneys' fees and expenses incurred by the Lessor, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant in, under, on or about the Premises, by the Lessee that occurs on or after the first day of this Lease. The Lessee agrees that it is taking possession of the Premises in "AS IS, WHERE IS" condition, including all known Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, and that it shall comply with each of the environmental, indemnification, defense covenants set forth herein.
17. Waiver of Trial by Jury and Rights of Redemption. To the extent permitted by law, Lessee waives any and all right to a trial by jury and rights of redemption granted by or under any

present or future laws if Lessee is evicted or disposed for any cause, or if Lessor obtains possession of the Premises due to Lessee's default under this Lease or otherwise.

18. Signs and Auctions. Lessee shall not place any kind of temporary or permanent signs on the Premises without Lessor's prior written consent, which consent may be withheld in its sole discretion. No political or election signs shall be placed or maintained on the Premises at any time. Lessee shall not conduct or permit any auctions or sheriff's sale on the Premises or common areas, if any, as the case may apply.

19. Surrender of Premises. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Premises, Lessee will at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in good condition, reasonable wear and tear excepted and Lessee shall have removed all of the vehicles and other personal property from the Premises. The entire Premises shall be returned to Lessor free and clear of all rubbish and debris, and broom clean. Lessee, at Lessee's cost and assuming all risk of injury, illness and death, shall be allowed to salvage any fixtures attached to the building prior to the surrender of the Premises.

20. Modifications to Premises or Structures. Lessee shall not make any replacement, alteration, improvement or addition to or removal from the Premises (hereinafter "alteration"), without prior written consent of Lessor, which consent may be withheld in its sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Lessor for prior written approval: (i) detailed plans and specifications; (ii) including the name, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Lessor, naming Lessor and any other parties designated by Lessor as additional insureds; and (v) all other documents and information as Lessor may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Lessor shall constitute a representation or warranty by Lessor as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Lessee shall pay the entire cost of any alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Lessor, and shall meet or exceed the standards for construction and quality of materials established by Lessor for the Premises. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.

21. Accord and Satisfaction. Lessor shall be entitled to accept, receive and cash or deposit any payment made by Lessee for any reason or purpose or in any amount whatsoever, and apply the same at Lessor's option to any obligation of Lessee and the same shall not constitute payment of any amount owed except that to which Lessor has applied the same. No endorsement or statement on any check or letter of Lessee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such checks or payments shall not prejudice Lessor's right to recover any and all amounts owed by Lessee under this Lease and Lessor's right to pursue any other available remedy.

22. No Liens, Mortgages or Other Encumbrances. The Lessee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the Premises. The Lessee shall not use the Lease or his leasehold interest as security or collateral for any financing of any kind nor shall the Premises, Lease or leasehold interest be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. The Lessee shall indemnify and hold harmless the Lessor and its Premises, from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorneys' fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim.
23. Access to Premises. Lessee will allow Lessor reasonable access to the Premises with prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the activities of Lessee or interfere with Lessee's quiet enjoyment of the Premises, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make. In emergency situations, no prior notice shall be required, but the Lessor shall endeavor to provide prompt notice to the Lessee of the emergency events that required immediate access to the Premises.
24. 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, Danny Powell, has caused this lease to be executed, the day and year first above written.

LESSOR: CITY OF AURORA

LESSEE:

BY: _____
Richard C. Irvin, Mayor

Danny Powell

ATTEST: _____
Wendy McCambridge, City Clerk

EXHIBIT A

1. Monitor zoo animals and zoo premises per the Park Superintendent's request.
2. Open and close restroom facilities and the Visitor's Center as needed.
3. Watch for vandalism to Phillips Park property.
4. Help enforce all park rules. Report incidents to the Superintendent of Parks & Recreation for follow-up and referral to security personnel.
5. Maintain yard area of residence, keep all personal items picked up and maintain a good image for park visitors.
6. Be courteous to all park visitors and answer questions giving appropriate information.
7. Check gates as needed. Monitor gate closing and report to the Superintendent of Parks & Recreation any violation of procedures. Open and close the gates occasionally (i.e. on an as-needed basis).
8. Assist in the investigation of security alarm activations at Phillips Park facilities; to include the zoo, Visitor's Center, Park maintenance building, Park Administration building, golf clubhouse, junior golf building, golf maintenance building and carpentry shop.