

City of Aurora, Illinois-Short Term Lease Agreement

This **SHORT TERM LEASE AGREEMENT** for a portable soccer field ("**Lease**"), dated as of August 22, 2024, by and between **The City of Aurora**, a municipal corporation and home rule government, (herein after "**Lessor**") and **East Aurora School District 131**, an Illinois public school district (hereinafter "**Lessee**") and, together with Lessor, collectively referred to herein as the "**Parties**".

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Lessor and Lessee covenant, warrant, and agree as follows:

1. Property

(a) Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the PORTABLE SOCCER FIELD (hereinafter "Equipment") for the Term of this Agreement. See Exhibit A for Description of Equipment.

(b) Lessee shall have access to the Equipment.

(c) Lessee agrees to accept possession of the Equipment in its existing **AS-IS** condition on the date of this Lease, without representation or warranty by Lessor, express or implied, and with no obligation of Lessor to repair, improve, or alter the Equipment, or to perform any construction, remodeling, or other work of improvement. Without limiting the generality of the foregoing, Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty regarding the condition of the Equipment, the suitability of the Equipment for Lessee's use, or the condition, capacity, or performance of the Equipment.

2. Purpose

The purpose of this lease is to allow Lessee to access and use of the Equipment for operating their school programming which assists with physical education and sporting competition.

3. Term

(a) This Lease shall commence on September 16, 2024, or the date on which this agreement is executed by both parties.

(b) The term of this lease will expire on September 30, 2024.

4. Delivery

Lessor shall deliver the Equipment to the street address specified by Lessee as listed on the front side of this Agreement. Lessee grants to Lessor the right to enter the property at the said street address ("950 Kane St. Aurora, IL 60505") for delivery, and required set up, if any, and for subsequent pick up of the Equipment and any associated equipment or

packing materials at the approximately specified times. Lessee agrees to provide at his expense sufficient unobstructed space for delivery, installation, dismantlement and removal of all equipment, and access to such space. Normal delivery would include ground level areas, accessible to Lessor's vehicles, unless otherwise agreed upon by the Parties. Prior to the removal of equipment, lessee shall remove all personal property of lessee or third party which therefore has been protected by Lessor's equipment. If any such personal property is not removed as required, prior to removal of equipment, Lessor may enter the premises, move or remove any such personal property at lessee's risk and cost, and remove equipment without further notice, and lessee hereby indemnifies Lessor from any cost, expense, or liability arising there from. Delivery is to be ground floor only.

5. Permit/Fees

Lessee covenants that he shall secure all permits, licenses, consents, etc., required for the installation, maintenance, and use of equipment, and incur the cost thereof. The Lessee acknowledges they are responsible for requesting and attaining all permits required.

6. Installation

(a) Although Lessor will endeavor to minimize damage to Lessee's lawn, plantings, underground utilities and premises generally (including power failures and other hazards), lessee assumes the risk and releases Lessor from liability for any such damages that may occur. Lessee shall advise Lessor as to the existence and location of any underground cables, sprinklers, pipes conduits, etc.. In the absence of such advice, Lessor can assume that no such underground obstructions exist and releases Lessor from any liability for such damage.

(b) Lessee will provide readily accessible power outlets of sufficient capacity within [# feet] of installation to safely operate all electrical facilities proposed herein, if applicable.

(c) The equipment shall not be removed from the place of installation without prior written authorization by the Lessor

7. Payment

(a) There is no cost for installation or use of the equipment as set forth in this agreement.

8. Permitted Use of Equipment; Compliance with Laws

(a) The Equipment shall be used for school and after-school programming for the day to day operations of Rollins Elementary School/East Aurora School District 131.

(b) Equipment shall be used only for the permitted use, and for no other unauthorized purposes.

(c) Lessee, at Lessee's sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of governmental and quasi-governmental authorities, including, without limitation, the Americans with Disabilities Act of 1990, (and as amended by any Americans with Disabilities Act Amendments adopted thereafter) that are applicable to the Equipment, if applicable.

9. Alterations

Lessee is prohibited from making any permanent alterations or improvements to the Equipment.

10. Lessee Not to Misuse or Sublet/Assign Equipment

(a) Lessee will not allow the Equipment to be used for any purpose other than school and after-school/neighborhood activities.

(b) Lessee will not permit the Equipment to be used for any unlawful purpose, or for any purposes that will injure the reputation of the Lessor.

(c) Lessee will not make or allow anyone using the Equipment to make any permanent improvements without prior written authorization by the Lessor.

(d) Lessee shall not have the right to assign this Lease or to sublet the Equipment or any part thereof without the prior written consent of Lessor.

11. Maintenance of Equipment

(a) Lessee shall be responsible for all damage to any of the Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. Lessee shall be liable to Lessor for any and all damage, which is not "ordinary wear and tear" in an amount equal to the equipment value. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of equipment with non-approved items such as sand, candy, duck tape, chemicals, food, paint, mud, clay, or other materials

(b) Lessee assumes all responsibility for loss or damage to equipment during the period from delivery of the equipment to removal thereof (the "rental period"). Lessee will pay for all equipment lost or damaged in an amount equal to replacement or repair cost of the equipment.

(c) Lessee is responsible for placing trash containers near the Equipment and replacing/removing trash as needed.

12. Insurance

(a) Lessee shall procure and maintain policies of insurance, at its own cost and expense, providing for public liability insurance during the entire term hereof covering both Lessee and Lessor as named co-insureds with terms and in companies satisfactory to Lessor with limits of not less than \$1,000,000/2,000,000 for personal injury and \$1,000,000 for property damage for any one occurrence.

(b) The aforesaid insurance shall be issued by a company authorized to do business in Illinois and shall unconditionally provide that it is not subject to cancellation or non-renewal except after at least thirty (30) days prior written notice to Lessor for the purpose of assuring such notice as to liability insurance, Lessor shall be designated therein as the "Additional Named Insured". The original insurance policies (or certificates thereof satisfactory to Lessor) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Lessor at the commencement of lease, and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage. Lessee's insurance shall provide primary coverage and any insurance of Lessor shall be considered secondary and non-contributory.

(c) Lessor shall not be liable for any damage or damages of any nature whatsoever to persons or equipment caused by explosion, fire, theft, breakage, vandalism, or by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition, or order of a governmental body or authority, it being agreed that Lessee shall be responsible for obtaining appropriate insurance to protect its interests.

13. Indemnification

Lessee shall indemnify, defend, and hold Lessor, its employees, agents, elected officials, and agents of Lessor or any such other person harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use of Equipment or any injury or damage caused by Lessee, Lessee Parties, or any person use of the Equipment through Lessee.

Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

14. Safety

Customer will take all necessary precautions regarding the items rented and protect all persons and property from injury or damage.

15. Lessor's Access to Premises

Lessor, its agents, employees, and independent contractors shall have the right to inspect the Equipment upon not less than twenty four (24) hours' notice to:

- (a) inspect the Equipment;
- (b) supply any service or repair to be provided or performed by Lessor to Lessee;
- (c) inform Lessee of any repairs or services that are needed for the Equipment. The Lessor will conduct weekly inspections and provide minor repairs as needed, which includes but not limited to, replacing small parts, netting, and/or graffiti removal.
- (d) determine whether Lessee is complying with its obligations under this Lease; and
- (e) alter, improve, or repair the Equipment

Notwithstanding the foregoing, Lessor shall not be required to provide prior notice to Lessee in the event of an emergency. Except to the extent caused by Lessor's gross negligence or willful misconduct, Lessee waives any claim for damages for any injury or inconvenience to or interference with Lessee's business.

16. End of Term

- (a) No later than the expiration of the Lease date, Lessee shall remove its Lessee owned property. Lessee shall not be responsible to repair the effects of normal wear and tear or for damage which is Lessor's responsibility to repair as listed herein this Lease.
- (b) If Equipment needs to be replaced or removed due to any damage, City may terminate the agreement. Lessor is not responsible for providing replacement Equipment during lease term.

17. Term of Convenience

The City has the right to terminate this Agreement, in whole or in part, for any reason.

18. Notices

Notices or other writings which either party is required to, or may wish to send to the other in connection with this Lease, shall be in writing and shall be delivered personally or sent by U.S. registered or certified mail, return receipt required addressed as follows:

If to Lessor:
Community Services Department
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

With a Copy to:
City of Aurora
Corporation Counsel
44 E. Downer Place
Aurora, Illinois 60507

If to Lessee:
East Aurora School District 131
c/o
310 Seminary Ave.
Aurora, Illinois 60505

19. Severability

It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provision hereof.

If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

20. Modification of Lease Agreement Terms

This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Lessor and Lessee.

21. Survival

Lessee's obligations and Lessor's right to recover under the following sections will survive the termination of this Lease Agreement:

Section 13. Indemnification
Section 22. Governing Law and Jurisdiction
Section 23. Attorneys' Fees

22. Governing Law and Jurisdiction

The Laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. Any legal action or proceeding relating this Agreement shall be brought exclusively in the 16th Judicial Circuit Court in Kane County, Illinois. Lessee consents to such exclusive jurisdiction and agrees that venue is proper.

23. Attorney's Fees

Should there be any legal disputes regarding this Lease, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Lease agreement.

24. Miscellaneous Provisions

(a) **Illinois Freedom of Information Act.** The Lessee acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

(b) **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

(c) **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first above written.

LESSEE

LESSOR:

EAST AURORA SCHOOL DISTRICT 131
an Illinois Public School District

CITY OF AURORA,
an Illinois Municipal Corporation

BY: _____
[Title]

BY: _____

ATTEST: _____

ATTEST: _____

EXHIBIT A
DESCRIPTION OF EQUIPMENT

EQUIPMENT is a 21 x 13-meter (approximately 69 x 43 feet) steel structure, in the form of a soccer field, which includes netting, doors on both sides of each goal, and panels, which may have removeable ad signs. Rules for usage of this field are placed on both sides of the goals, on panels, in both English & Spanish. Photo of EQUIPMENT is included below.

