

LEASE AGREEMENT EXTENSION

This is an extension of the property LEASE AGREEMENT ("Lease"), by and between The City of Aurora, a municipal corporation and home rule government, (hereinafter "Lessor") and The Fox Valley Music Foundation, a non-profit organization (hereinafter "Lessee") and, together with Lessor, collectively referred to herein as the "Parties". This extension is entered into by the Parties on this _____ day of _____, 2026.

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. The Parties entered into a lease agreement on May 1, 2022. This Lease is attached hereto and marked as Exhibit A. The term of the lease is until April 31, 2027. The lease allows one five-year extension by agreement of the parties, Page 1, ¶3(c).
2. The Parties have mutually agreed to the extension of the Lease for an additional five-year Period beginning on May 1, 2027, and ending April 30, 2032.
3. The Parties agree to adopt all the terms in original lease, Exhibit A, except ¶13(a) related to insurance.
4. The following terms will replace ¶13(a). The Lessee further agrees that upon execution of this extension they shall procure and maintain policies of insurance, at their own cost and expense, providing for public liability insurance during the entire term hereof issued by companies satisfactory to Lessor with limits of not less than \$1,000,000/2,000,000 for personal injury, \$1,000,000 for property damage for any one occurrence, and an umbrella policy of \$1,000,000 per occurrence. Lessor shall be designated therein as the "Additional Named Insured" on these policies. Lessee's insurance shall provide primary coverage for Lessor, and any insurance of Lessor shall be considered secondary and non-contributory.
5. The Parties further agree for the duration of the lease Lessor shall be entitled to use of the facility with the following conditions:
 - a. If the facility is available, Lessor may request use on a date certain. At least 30 days' notice shall be provided. Any proposed use of the facility must be consistent with the mission of Lessee. Lessee in its sole discretion may determine if the proposed use is consistent with its mission.

- b. Lessor shall be responsible for contracting for appearances at the facility, setting up, cleaning up, all promotion and media releases. Lessor shall not use Lessee's logo, branding or marketing materials in promoting its event unless referring only to the location or Lessee provides written permission to do so.
- c. Lessor shall reimburse Lessee for any additional cost for staff time and other hard costs related to its use of the facility.
- d. Lessor shall provide its own Certificate of Insurance with like insurance coverage to Lessee for any said use.

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

THE CITY OF AURORA:

By: _____
Mayor John Laesch

Attest: _____
City Clerk

THE FOX VALLEY MUSIC FOUNDATION:

By: _____
FVMF Board President

Attest: _____
Executive Director FVMF