

LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS LEASE is made between Village of Romeoville, 1050 W Romco Rd. Romeoville, IL 60446 ("LESSOR")
(Name, Address, Zip Code)

and the Illinois House of Representatives ("LESSEE") by its agent, State Representative Dagmara Avelar - 85th District ("REPRESENTATIVE"), not individually but in his or her official capacity, pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq.

ARTICLE I. PREMISES AND TERM

- 1. From January 8, 2025 until January 13, 2027, LESSOR agrees to lease to LESSEE, for use as REPRESENTATIVE'S State legislative district office, the following described premises (Street Address, City, Zip Code, Other Description):

Romeoville Village Hall
1050 W Romco Rd. Romeoville, IL 60446

ARTICLE II. RENT

- 1. LESSEE agrees to pay LESSOR as rent 150⁰⁰ dollars per month, mailed to LESSOR at the following address:

1050 W. Romco Rd. Romeoville, IL 60446

- 2. LESSEE shall not be considered in default of this Lease for failure to pay rent for any month in which the LESSEE has submitted a voucher for payment of that month's rent to the State of Illinois Comptroller. LESSEE shall provide a copy of any such voucher upon request of the LESSOR.
- 3. Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, funds are not appropriated or otherwise made available for this Lease. LESSEE shall provide proof of appropriation authority upon request of the LESSOR.

ARTICLE III. USE

- 1. LESSEE agrees that, during the term of this Lease, the above-described premises will be used as a State legislative district office.

ARTICLE IV. POSSESSION

- 1. LESSEE shall be entitled to possession on the first day of the term of this Lease. Should LESSOR be unable to give possession on the first day of the term of this Lease, LESSEE shall not be liable for rent unless and until possession is delivered and rent shall be prorated from the date of occupancy.

ARTICLE V. UTILITIES

- 1. Utilities are the responsibility of LESSOR or check here _____ if obligation is that of LESSEE.

ARTICLE VI. IMPROVEMENTS & MAINTENANCE

- 1. Permanent improvements are the responsibility of LESSOR unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
- 2. LESSOR shall provide and maintain air conditioning and heating systems.

3. LESSOR shall be responsible for repairs to and maintenance of the interior of the premises and all structural and other components of the premises, including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning and heating systems or equipment serving the premises, except for repairs to and maintenance of the LESSEE's personal property.
4. LESSOR shall be responsible for repairs to and maintenance of the exterior of the premises, including, but not limited to, all common areas, sidewalks, parking areas, entryways, exits, and other similar areas.

ARTICLE VII. TAXES & ASSESSMENTS

1. LESSOR shall pay all taxes and assessments, including, without limitation, property taxes, and effectuate payment by date due which may be levied or assessed upon or extended to the premises during the term of the Lease.
2. LESSEE is not liable for the payment of any taxes or assessments, including, without limitation, property taxes, which may be levied or assessed upon or extended to the premises during the term of the Lease.

ARTICLE VIII. HOLDING OVER

1. If, after the expiration of the term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the premises, this Lease shall continue in full force and effect on the same terms and conditions, except the Lease shall be on a month-to-month basis until terminated.

ARTICLE IX. TERMINATION

1. LESSEE may terminate the Lease by giving LESSOR thirty (30) days written notice of intention to terminate the Lease.
2. If REPRESENTATIVE ceases to serve as a member of the Illinois House of Representatives for any reason, including, but not limited to, resignation, disqualification, expulsion, or death, LESSEE may, after providing notice to LESSOR, permit the person appointed to serve the remainder of the term to which REPRESENTATIVE was elected ("APPOINTED REPRESENTATIVE") to occupy the premises for the remainder of the term of the Lease. Alternatively, LESSEE may terminate the Lease no later than the 60th day after the REPRESENTATIVE'S final day of service as a member of the Illinois House of Representatives by giving LESSOR written notice of the intention to terminate the Lease. Nothing in this paragraph shall be construed to prohibit LESSEE from terminating the Lease pursuant to paragraph 1 of this Article IX.
3. The commencement date of any termination notice under this Lease shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

ARTICLE X. DAMAGE OR DESTRUCTION

1. If the premises is totally destroyed by fire or any other casualty, or if the premises is damaged so that restoration to its preexisting condition cannot reasonably be completed within ninety (90) days after the date of the damage, this Lease shall automatically terminate effective on the date of the damage and the rent shall be abated for the unexpired portion of the Lease, unless the parties otherwise agree in writing.
2. If the premises is partially damaged by fire or any other casualty and restoration to its preexisting condition can reasonably be completed within ninety (90) days after the date of the damage, LESSOR shall, at LESSOR's expense, promptly and with due diligence repair and restore the premises to substantially the same condition in which it existed prior to the damage. In such event, this Lease shall remain in full force and effect, but until the required repairs and restoration are completed, the rent shall be abated for the unusable portion of the premises.

ARTICLE XI. TRANSFER, BANKRUPTCY, OR FORECLOSURE

1. In the event (a) LESSOR sells, transfers, or otherwise disposes of any part of the leased premises, (b) LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (c) the premises is foreclosed upon, or (d) of any similar occurrence, LESSOR agrees to notify LESSEE of the event in writing within thirty (30) days after the occurrence of such event.

ARTICLE XII. ESTOPPEL CERTIFICATES

1. Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

ARTICLE XIII. LIABILITY

1. LESSEE does not assume any liability for acts or omissions of the LESSOR and such liability rests solely with LESSOR.
2. LESSOR agrees that neither LESSEE nor any of LESSEE's officers or employees will indemnify or hold harmless LESSOR against any liability of LESSOR to any third party that may arise during or as a result of this Lease or LESSEE's tenancy.

ARTICLE XIV. NO CONFESSION OF JUDGMENT

1. LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.

ARTICLE XV. COURT OF CLAIMS

1. Any claim or disputed issue arising out of this Lease must be filed exclusively with the Illinois Court of Claims.

ARTICLE XVI. INSURANCE

1. LESSOR shall maintain in full force and effect at its sole cost and expense but for the mutual benefit of LESSEE (i) an "all-risk" property insurance policy for the premises and LESSOR'S personal property located in the premises in the amounts of the full replacement values thereof and (ii) a comprehensive general liability insurance policy on an occurrence basis with limits of not less than \$2,000,000 per occurrence.

ARTICLE XVII. CERTIFICATIONS

1. Drug Free Workplace. LESSOR certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Lease. *See* 30 ILCS 580/1, et seq.
2. Americans with Disabilities Act (ADA). The Americans with Disabilities Act and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit, or service. As a condition of receiving this Lease, LESSOR certifies that the premises and services provided under this Lease are and will continue to be in compliance with the American with Disabilities Act. *See* 42 U.S.C. 12101; 28 CFR 35.130.
3. Forced Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Forced Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the Lease have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. *See* 30 ILCS 583/1, et seq.
4. Child Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Child Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the Lease have been or will be produced in whole or in part by the labor of any child under the age of 12. *See* 30 ILCS 584/1, et seq.
5. Environmental Barriers Act. This Lease is subject to the Environmental Barriers Act. *See* 410 ILCS 25/5(c).
6. Educational Loans. LESSOR certifies that neither it, nor any of its principals, is in default on an educational loan as provided in the Educational Loan Default Act. *See* 5 ILCS 385/3.
7. International Anti-Boycott Certification Act. LESSOR certifies that neither it, nor any of its principals or substantially-owned affiliated company is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. *See* 30 ILCS 582/5.

8. Illinois Human Rights Act. LESSOR certifies that it is in compliance with all applicable provisions of the Illinois Human Rights Act and any rules adopted thereunder. *See* 775 ILCS 5/2-105.
 9. Bribery. LESSOR certifies that neither it nor any of its principals has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the LESSOR or its principals made an admission of guilt of such conduct which is a matter of record. *See* 30 ILCS 500/50-5.
 10. Bid Rigging/Bid Rotating. LESSOR certifies that neither it, nor any of its principals, has been barred from contracting with the State or a unit of local government as a result of a violation of Sections 5/33E-3 and 33E-4 of the Criminal Code of 1961. *See* 720 ILCS 5/33E-11.
 11. Delinquent Payments. LESSOR certifies that it is not delinquent in the payment of any debt to the State. *See* 30 ILCS 500/50-11.
 12. Taxpayer Identification. Under penalties of perjury, LESSOR certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Employer Identification Number) is 36-6009349.
 13. Real Estate Disclosure Statement. LESSOR certifies that the following persons or entities have an interest or distributive income share in LESSOR that is greater than either (i) 5% of the total interest or distributive income of LESSOR or its parent, or (ii) 60% of the Governor's annual salary, and LESSOR further certifies that notice has been given to LESSEE or REPRESENTATIVE of any known potential conflict of interest that may arise under the Procurement Code, 30 ILCS 500/50-35. *Include name, address, and proportionate or dollar amount of share, as applicable.*
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14. Legal Status Disclosure. LESSOR is doing business as (please check one):

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|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Tax-Exempt Hospital or Extended Care Facility |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation NOT Providing or Billing Medical and/or Health Care Services |
| <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> Nonresident Alien Individual |
| <input type="checkbox"/> Estate or Legal Trust | <input type="checkbox"/> Foreign Corporation, Partnership, Estate, or Trust |
| <input type="checkbox"/> Limited Liability Company—Disregarded Entity, Corporation, or Partnership (circle one) | |
| <input type="checkbox"/> Other: _____ | |

ARTICLE XVIII. GENERAL PROVISIONS

1. This Lease is subject to all applicable laws of the State of Illinois.
2. No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
3. To the extent the terms of this Lease conflict with the terms of any previous agreements entered into between LESSOR and LESSEE with respect to the premises described in Article I, the terms of this Lease shall control.

The parties express their mutual assent to the promises and covenants made herein:

LESSOR: _____

LESSEE: *Illinois House of Representatives*

BY: _____
Signature of LESSOR's authorized agent

BY: *State Rep.* _____
Signature of REPRESENTATIVE, LESSEE's authorized agent

BY: _____
Printed Name of LESSOR's authorized agent

BY: *State Rep.* _____
Printed Name of REPRESENTATIVE, LESSEE's authorized agent

TITLE: _____
Printed Title of LESSOR's authorized agent

TITLE: State Representative

DATED: _____

DATED: _____