

LEASE AGREEMENT

THIS LEASE, made as of _____, 2018 by and between _____, an Illinois Corporation called "Landlord", and SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT, an Illinois municipal corporation called "Tenant".

ARTICLE 1. BASIC TERMS Section 1.1

- A. Address of Landlord: _____ or other address as may from time to time be designated by Landlord in writing.
- B. Address of Tenant: South Central Illinois Mass Transit District, 1616 E. McCord, P.O. Drawer N, Centralia, Illinois 62801, or other address as may from time to time be designated by Tenant in writing.
- C. Premises: The parcel of real property, together with the Building and improvements located thereon, known as _____.
- D. Lease Term: The period of time commencing on _____, (the "Commencement Date") and expiring on _____, unless sooner terminated as set forth herein.
- E. Lease Termination: This lease shall terminate on _____. Notwithstanding the termination date set forth here, each party reserves the right to terminate this Agreement by providing written notice at least ninety (90) days in advance of the termination becoming effective.
- F. Rent: Rent shall be in the amount of \$ _____ per month and payable on or before the fifteenth day of each month.
- G. In the event that expansion or improvements to the facility are completed at the request of the Tenant, a new lease may be negotiated between Tenant and Landlord which will require the concurrence of the Illinois Department of Transportation.
- H. Security Deposit: None
- I. Permitted Uses: Premises shall be used as a transit office and vehicle storage facility.

ARTICLE 2 Utilities and Services

Landlord shall contract and timely pay for all charges for electricity, gas, water, sewer charges, telephone, internet, and trash hauling. Tenant shall pay for any other services or utilities used.

ARTICLE 3 Assignment and Subletting

Tenant shall not assign or hypothecate this Lease not sublet or otherwise transfer its interest in all or any part of the Premises without the prior written consent of Landlord. If Tenant wishes to assign this Lease or sublet all or any part of the Premises it shall give notice in writing (by certified mail or by personal delivery) of that intention to Landlord, furnishing Landlord with a copy of the proposed assignment or sublease document and with full information as to the identity and financial status of the proposed assignee or subtenant. Thereupon, Landlord shall have thirty (30) days of receipt of that notice, to approve or reject the assignment or subletting by written notice to Tenant. If no response is given, Landlord shall be deemed to have elected to approve the assignment or subletting.

ARTICLE 4 Damage or Destruction

- A. If the premises of any part thereof is damaged by fire or other casualty, cause or condition whatsoever as to be substantially untenable and Landlord shall determine not to restore the Premises, Landlord may, by written notice to Tenant given within sixty (60) days after the damage, terminate this Lease as of the date of the damage. If this Lease is not terminated as above provided and if the Premises are made partially or wholly untenable as aforesaid, Landlord, at its expense, shall restore the same with reasonable promptness to the condition in which Landlord furnished the Premises to Tenant at the commencement of the term of this Lease as to those terms that were provided at Landlord's expense without any reimbursement to Tenant. Landlord shall be under no obligation to restore any alterations, improvements or additions to the Premises made by Tenant or paid for by Tenant, including, but not limited to, any of the initial tenant finish done or paid for by Tenant or any subsequent changes, alterations or additions made by Tenant.
- B. If, as a result of fire or other casualty, cause or condition whatsoever the Premises are made partially or wholly untenable and, if Landlord has not given the sixty (60) days notice above provided for and fails within one hundred twenty (120) days after the damage occurs to eliminate substantial interference with end of the one hundred twenty (120) days by written notice to Landlord given not later than thirty (30) days after expiration of the one hundred twenty (120) day period. If the Premises are rendered totally untenable but this lease is not terminated, all Rent shall abate from the date of the fire or other event, cause or condition until the Premises are ready for occupancy and reasonably accessible to Tenant. If a portion of the Premises is untenable, Rent will be prorated on a per diem basis and apportioned in accordance with the portion of the Premises which is usable by Tenant until the damaged part is ready for Tenant's occupancy. In all cases, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's reasonable control. For the purposes of this Lease, the premises will be considered tenantable so long as and to the extent that the Premises are occupied. In any event, tenant shall be responsible for the removal, or restoration, when applicable, of all its damaged property and debris from the Premises, upon request by Landlord, or reimburse Landlord for the cost of removal.

ARTICLE 5 Landlord's Rights

Landlord reserves the following rights:

To change the name of the Building without notice or liability to tenant;

During the last ninety (90) days of the Lease Term or any renewal or extension thereof, or at any time if Tenant has vacated the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy;

To exhibit the Premises to others and to display "For Lease" signs on the Premises during the last six (6) months of the Lease Term or any renewal or extension thereof.

To take any and all measures, including making inspections, repairs, alterations, additions, and improvements to the Premises or to the Building as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or the Landlord's interest therein. Landlord may reasonably enter upon the Premises for the purpose of exercising any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

ARTICLE 6 Tenant's Rights

In the event that Tenant does not receive sufficient appropriations to financially maintain this Lease, Tenant may terminate this Lease and any future rent due hereunder by giving Landlord 90 days written notice.

ARTICLE 7 Signs and Advertisements

Landlord hereby gives consent for Tenant to put signs on the exterior and interior of the Building upon prior notification to Landlord.

ARTICLE 8 Mortgage and Transfer

Landlord shall have the right to transfer, mortgage, pledge or otherwise encumber, assign and convey, in whole or in part, the Premises, the Building, this Lease, and all or any part of the rights now or hereafter existing and all rents and amounts payable to Landlord under the provisions of the Lease. Nothing herein contained shall limit or restrict any rights provided for in this Lease.

ARTICLE 9 Landlord's Inability to Perform

If, by reason of inability to obtain and utilize labor, materials or supplies, circumstances directly or indirectly the result of a state of war or national or local emergency; and governmental authority now or hereafter in force; strikes or riots; accident in, damage to or the making of repairs, replacements, or improvements to be Premises or any of the equipment thereof; or by reason of any other cause beyond the reasonable control of

Landlord, Landlord shall be unable to perform or shall be delayed in the performance of any covenant to supply any service, the non performance or delay in performance shall not render Landlord liable in any respect for damages to either person or property, constitute a total or partial eviction, constructive or otherwise, work an abatement or rent, or relieve Tenant from the fulfillment of any covenant or agreement contained in this Lease.

ARTICLE 10 Maintenance and Care

Tenant shall be responsible for all maintenance and repair to the Premises of whatsoever kind or nature. Tenant shall take good care of the Premises and fixtures, and keep them in good repair and free from filth, overloading, danger of fire or any pest or nuisance, and repair any damage or breakage done by Tenant or Tenant's agents, employees or invitees, including damage done to the Building by Tenant's equipment or installation. Tenant shall furnish and pay for the upkeep, maintenance, repair and periodic servicing of the heating and ventilation systems servicing the Premises. At the end of the Lease Term or any renewal thereof, Tenant shall quit and surrender the Premises clean in as good condition as when received by Tenant, normal wear and tear excepted. In the event Tenant fails to maintain the Premises as provided herein, Landlord shall have the right, after 10 days written notice to Tenant and a reasonable time for Tenant to correct any deficiencies, to perform the maintenance as is required of Tenant in which event Tenant shall promptly reimburse Landlord for its cost in providing the maintenance or repairs.

ARTICLE 11 Alteration and Additions, Mechanics' Liens

Tenant shall not make any alterations, improvements or additions to the Premises without the prior written consent and approval of plans therefore by Landlord. Alterations, improvements or additions so made by either of the parties upon the Premises, except movable furniture and equipment placed in the Premises at the expense of Tenant, shall be and become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation, injury or damage, unless Landlord elects to require Tenant to remove the alterations or improvements from the Premises. In the event damage to the Premises or the Building shall be caused by moving the furniture and equipment in or out of the Premises, the damage shall be promptly repaired at the cost of Tenant.

Tenant shall not cause or permit any mechanics' liens or other liens to be placed upon the Premises or the Building and in case of the filing of any lien or claim therefore, Tenant shall promptly discharge same; provided, however, that Tenant shall have the right to contest the validity or amount of any lien upon its prior posting or security with Landlord, which security, in Landlord's sole reasonable judgment, must be adequate to pay and discharge any lien in full plus Landlord's reasonable estimates of its legal fees and other expenses. Tenant agrees to pay all legal fees and other costs incurred by Landlord because of any mechanics' liens attributable to Tenant being placed upon the premises or the Building.

ARTICLE 12 Insurance

Tenant agrees to procure from companies satisfactory to Landlord and to maintain on the Premises at all times during the Lease Term, or any renewal, extension, or holding over thereof, at its own cost, a policy or policies of comprehensive public liability and property damage insurance, insuring Landlord and Tenant, as their respective interests may appear, against all claims for personal injury, including death, and property damage, including use thereof, with not less than \$1,000,000 combined single limit for both bodily injury and property damage. The policy or policies of insurance shall contain a provision for not less than thirty (30) days prior written notice to Landlord and any mortgagee of Landlord in the event of cancellation or material modification of the terms and conditions thereof. The insurance may be provided under a blanket policy, provided that an endorsement naming Landlord as additional insured is attached thereto. In addition to the foregoing, tenant shall maintain insured against other perils and in amounts as Landlord may from time to time reasonably require.

Tenant shall indemnify and defend Landlord and save it harmless from and against any and all loss (including loss of rents payable by Tenant) and against all claims, actions, damages, liability and expenses in connection with loss of life, bodily injury or damage to the Building arising from any occurrences in, upon or at the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, licensees, concessionaires or invitees or by anyone permitted to be on the Premises by Tenant. Tenant assumes all risks of and Landlord shall not be liable for injury to person or damage to property resulting from the condition of the Premises or from the bursting or leaking of any and all pipes, utility lines, connections, or heating equipment in, on or about the Premises, or from water, rain or snow which may leak into, issue or flow from any part of the Building. Tenant agrees, at all times, to defend, indemnify and hold harmless against all actions, claims, demands, costs, damages or expenses which Landlord may pay or incur by reason of Tenant's occupancy of the Premises or its negligent performance of or failure to perform any of its obligations under this Lease. In case Landlord shall without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall defend, indemnify, and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred by or on behalf of Landlord in connection with the litigation.

ARTICLE 13 Miscellaneous

The agreements, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of each of the parties hereto, except that no assignment, encumbrance or subletting by Lessee, unless permitted by the provisions of this Lease, without the written consent of Landlord, shall vest any right in the assignee, encumbrance or sublessee of Tenant. If there be more than one tenant herein named, the provisions of this Lease shall be applicable to and binding upon the Tenants jointly and severally, as well as their heirs, legal representatives, successors and assigns.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid, unenforceable or violate a party's legal rights, then the term, covenant, condition or provision shall be deemed to be

null and void and enforceable, however, all other provisions of this Lease, or the application of the term or provision to persons or circumstances other than those to which the forms of provision is held invalid, unenforceable or violative of legal rights, shall not be affected thereby, and each and every other term, condition, covenant and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

This lease contains the entire agreement between the parties and no modifications of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof.

This lease shall be construed and enforced in accordance with the laws of the State of Illinois.

This Agreement is voluntarily entered into between Landlord and Tenant on this

_____ day of _____, 2018.

LANDLORD:

TENANT:

South Central IL Mass Transit District

By: _____

By: _____

Managing Director

