

DATE OF EVENT: _____

TUSCOLA COMMUNITY BUILDING LEASE
(Form B: Alcoholic Liquor Permitted)

THIS AGREEMENT, made this _____ day of _____, _____ by and between the City of Tuscola, Douglas County, Illinois, hereinafter referred to as the City, and _____ hereinafter referred to as Lessee.

SECTION ONE

Recitals

WHEREAS, the City is the owner of the Tuscola Community Building, hereinafter the Building, and desires to lease the same on terms and conditions set forth herein, and:

WHEREAS, Lessee desires to lease the Building from the City for the uses and purposes set forth below.

SECTION TWO

Demised Premises

The following shall constitute the demised premises under this lease:

- (1) The 4,760 square feet of space located in the Building and constituting the main auditorium therein.
- (2) This demise shall also permit Lessee to have access to the demised premises through the following entrance:

The front entrance located at 122 W. North Central Avenue, Tuscola, Illinois.

SECTION THREE

Term

The term of this lease shall be from _____ o'clock _____ .M. on _____, until _____ o'clock _____ .M. on _____.

SECTION FOUR

Consideration

In consideration for the demise described in Section Two, Lessee agrees to pay to the City the sum of \$_____ payable in advance in the office of the City Clerk at 214 N. Main Street, Tuscola, Illinois at the time of execution of this lease. The City Clerk shall issue Lessee a receipt for the payment.

SECTION FIVE

Use of Premises

City agrees that Lessee may use the Building in the following manner:

- (1) _____
- (2) _____

SECTION SIX

Condition of Premises

Lessee has examined the Building and knows the condition thereof. Lessee agrees to accept the Building in its present condition.

Lessee agrees to return the Building to the City at the end of this Lease in a clean and neat condition. Further, Lessee agrees to perform and complete all of the activities set forth in a checklist of activities as found in Exhibit A which is attached hereto and incorporated herein by reference thereto. Every Lessee shall complete and perform all items on the checklist in order to receive a refund of the damage deposit. However, if the Lessee does not utilize the kitchen services at all, then that Lessee is not responsible for completing items 1 through 12 under the kitchen checklist. Said checklist activities are to be performed upon the day of termination of this Lease.

At the end of the term of this Lease, the City shall inspect the demised premises and approve the clean up done by Lessee. Upon approval by the City, the City's authorized representative shall countersign Lessee's damage deposit receipt.

SECTION SEVEN

Damage Deposit

Lessee shall deposit in the office of the City Clerk the sum of _____ Dollars (\$_____) to secure the performance of Lessee's obligation under Section Six and to protect the City against damage to the Building. The City Clerk shall issue Lessee a receipt for the deposit so made. Upon Lessee faithfully performing its obligations under Section Six and returning the demised premises to the City in a satisfactory condition, Lessee shall be entitled to a refund of the deposit. The City Clerk shall refund Lessee's deposit upon presentment of the countersigned receipt. If Lessee fails to fulfill its obligations under Section Six or suffers damage to occur to the Building, the City shall report such failure to the City Clerk and the Lessee. Upon Lessee's failure to comply with Section Six or to suffer damage to the Building to occur, the City shall be entitled to retain the deposit to cover the cost of clean up and/or repair. Lessee shall be responsible for any damage which occurs to the Building during the term of this lease due to any act or omission of the Lessee or any licensee, invitee or guest of Lessee.

SECTION EIGHT

Indemnification

Lessee agrees to indemnify and hold the City whole and harmless from all claims, injuries, bodily injury, property damage, actions and causes of actions accruing to or sustained by any person on the demised premises during the term of this Lease, except any such claims or injuries arising due to negligent or willful acts or omissions of the City or its agents, servants or employees. Lessee agrees to pay all reasonable costs incurred by the City, including reasonable attorney fees, resulting from such claims, injuries or actions.

SECTION NINE

Alcoholic Liquor

Lessee shall be allowed to serve or dispense alcoholic liquor upon the demised premises in a manner which is consistent with the ordinances of the City and laws of this State.

SECTION TEN

Dram Shop Insurance

Lessee shall obtain a policy of dram shop insurance to insure against liability for any injuries or damages which may result from the intoxication of any person due to Lessee's serving or dispensing alcoholic liquor upon the demised premises. Any policy of insurance so obtained shall name the City as an additional insured thereon. Lessee shall furnish adequate proof of insurance by filing a certificate of insurance with the City Clerk prior to the commencement of the term of this Lease. No provisions contained in this Section shall alter in any way Lessee's obligation to indemnify the City as provided in Section Eight against all claims, injuries, or actions which may arise due to Lessee's use of the demised premises, including any claims, injuries, or actions which arise due to the intoxication of any person due to Lessee's serving or dispensing alcoholic liquor.

SECTION ELEVEN

Assignment or Sublease

Lessee shall not assign the Lease or sublease the demised premises except with the express written consent of the City.

SECTION TWELVE

Surrender of Premises

Lessee shall promptly surrender possession of the demised premises upon the terms and conditions set for the herein at the end of the term of this lease. City agrees to permit Lessee to have sufficient time at the end of the term of this Lease to complete clean up operations. Lessee agrees to allow the agents, servants, and employees of the City to enter the demised premises during the term of the Lease to maintain security and obtain compliances with the other terms and conditions of this Lease.

SECTION THIRTEEN

Entire Agreement

This Lease comprises the entire agreement of the parties hereto and no oral representations, terms, or conditions made or discussed by the parties and not included herein

shall be binding upon the parties. The terms and conditions of this Lease cannot be altered or amended except by written agreement of the parties duly executed and attached to this Lease.

SECTION FOURTEEN

Fire Regulations

It is agreed and understood that Lessee shall abide by the rules and regulations which are set forth in Exhibit B which is attached hereto and incorporated herein by reference thereto, which rules and regulations are the current fire regulations of the Tuscola Fire Department for use of the Tuscola Community Building. Violation of any of the regulations set forth in Exhibit B could result in the immediate termination of the use and occupancy of the premises by order to the Tuscola Fire Chief or Chief of Police for the City of Tuscola.

IN WITNESS WHEREOF, the parties have entered into this agreement at Tuscola, Illinois on the date first above written.

CITY OF TUSCOLA

MAYOR

LESSEE