

FACILITY USE AGREEMENT



In consideration of the mutual covenants and agreements herein stated, **Douglas Youth Ministries, Inc.** ("Lessor") hereby leases to the **Ounce of Prevention Fund** ("Lessee") the **1st and 2nd Floors (Excluding Room No. 1 (known as the "Library")) at 30 West Garfield Boulevard, Chicago, Illinois, 60609-6323** ("Premises"), together with the appurtenances thereto. Lessor leases the premises to the Lessee solely for the purposes stated herein:

1. **Lessee's Use of Premises.** Lessee's use of the Premises is limited to Child Care Programs only. Lessee shall have unrestricted, non-preemptive access to the Library. Usage of the Library by Lessee is gratuitous and is not based on any form or manner of consideration.

2. **Term:** The initial term of this agreement shall be from July 1, 2000 to June 30, 2002. The terms of this agreement may be extended only as provided herein.

3. **Rent.** Lessee shall pay to Lessor an annual sum of \$42,142.00 or a monthly sum of \$3,511.83. Lessee shall be entitled to receive from Lessor as In-Kind Contribution, an annual sum of \$14,000.00 or a monthly sum of \$1,166.66 per month.

4. **Rental Increases.** Lessee shall pay an annual increase equal to the same percentage cost of living adjustment awarded to the Ounce in the annual Head Start contract. The annual increase shall be based on the annual payment of the previous year. The commencement date of the annual increase shall be July 1 of each calendar year.

5. **Utilities.** Lessee shall pay, in addition to the rent above specified gas and electric light, telephone, long distance charges and alarm system levied or charged to the Premises, for and during the agreement term (or any extension), and in case said bills for gas, electric light and alarm system shall not be paid when due, Lessor shall have the right, but not the obligation, to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with installment of the rent payment due thereafter.

6. **Quiet Enjoyment.** Lessee upon paying the monthly rent and performing all the covenants and agreements herein contained to be by Lessee performed; shall and may peacefully and quietly have, hold and enjoy the Premises for the initial term this Agreement or any extensions thereof.

7. **Subletting.** The Premises shall not be sublet in whole or in part to any person or entity other than Lessee, and Lessee shall not assign this Agreement without in each case, Lessor's prior written consent thereto, which consent shall not be unreasonably withheld.

8. **Prohibited Uses.** Lessee shall not permit any unlawful or immoral practice, with or without Lessor's knowledge or consent, to be committed or carried on the Premises by Lessee or by any other person or entity. Lessee shall not allow the Premises to be for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified.

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Lessee shall keep the Premises (and appurtenances) in clean, sightly and healthy condition, and good repair, according to the statutes and ordinances in such case made and provided, and the directions of public officers thereunto duly authorized, at Lessee's own expense, and shall yield the Premises back to Lessor upon the termination of this agreement (whether by expiration of the term, or in any other manner whatsoever) in the same condition of repair, cleanliness, and sightliness as at the execution hereof, loss by fire and reasonable wear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken glass, globes, and fixtures with material of like size and quality as that broken and shall insure all glass in windows and doors of the Premises at Lessee's own expense. If Lessee fails to keep the Premises in good repair and in clean, sightly and healthy condition, as aforesaid, Lessor (either directly or through an agent) may, on five days' advance written notice to Lessee, enter same, without such entering causing or constituting a termination of this agreement or an interference with Lessee's possession, and Lessor may restore

No representations, except such as are endorsed hereon, have been made to Lessee respecting the condition of said Premises. The taking of possession of said Premises by Lessee shall be conclusive evidence as against the Lessee that said Premises were in good and satisfactory condition when possession of the same was so taken, and Lessee shall, at the termination of this agreement by lapse of time or otherwise, return said Premises to the Lessor in as good condition as when received, loss by fire and ordinary wear excepted.

9. Condition of Premises. Lessee has examined and knows the conditions of the Premises and acknowledges receipt of the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or Lessor's agent prior to or at the execution of this agreement that are not herein expressed. At the termination of this Agreement (by lapse of time or otherwise) Lessee shall return said Premises to Lessor in as good condition as when received, loss by fire and ordinary wear excepted.

Lessee shall not use or permit upon said Premises any conduct or activity which may be dangerous to the life or limb of another person. Lessee further agrees that it shall do nothing and suffer nothing to be done upon said Premises in any way tending to create a nuisance or to disturb any other tenant or occupier in said building, or to injure the reputation of the building, or to annoy occupants of neighboring property; and shall comply with all laws, ordinances and building, health and police regulations respecting said Premises. Lessee further agrees that it shall not use said Premises for lodging or sleeping, or for any immoral or illegal purposes.

Lessee shall not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee shall not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee shall not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part. Lessee covenants and agrees that it shall not commit or suffer any waste in or about the demised Premises.

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12. **Mechanics Liens.** Lessee shall not permit any mechanics lien(s) to be placed on the Premises (or the property of which it constitutes a part), because of any alterations, improvements, remodeling or repairs made by Lessee. Lessee shall not do any act or thing to create any mechanics lien claim for lien against the Premises (or the property of which it constitutes a part), or any interest for the improvements at any time placed thereon. Any claim for liens upon said

11. **Improvements to the Premises.** Lessee shall not undertake to remodel, alter, or renovate the Premises without, in each case, Lessor's advance written consent to Lessee's proposal(s) which shall not unreasonably be withheld. Any such approved remodeling, alteration(s), renovation(s) and/or improvement(s) shall be performed in a good, workmanlike manner, in accordance with accepted building practices, and in conformance with applicable laws, regulations and rules of all governmental authorities pertaining to same, and further provided that same be in furtherance of Lessee's use of the Premises as provided for herein.

Nothing contained within this Agreement shall prevent Lessee from purchasing and/or providing insurance for its contents and/or fixtures. However, Lessee agrees to indemnify and hold Lessor harmless for any and all liability or damage to its contents or fixtures.

In the event that such liability insurance provided by Lessee lapses or is canceled, Lessee shall provide immediate notice to Lessor as provided in Paragraph 24 of this agreement. Upon Lessor's receipt of such notice, Lessor shall have the right, but not the obligation, to provide such liability insurance, and in such event shall have the right to add any and all sum paid on Lessee's behalf hereunder to the monthly rental due as provided by Paragraph 3 herein.

10. **Insurance.** Lessor agrees to provide casualty insurance for the entire building containing the Premises as defined herein. Lessee agrees to insure the Premises, including the areas of ingress and egress against any and all liability thereto in such coverage amount equal to \$2,000,000. Lessee further agrees to name Lessor as an additional insured of such liability insurance hereunder and provide Lessor a copy of proof of coverage.

Lessor shall at all times during the term of this agreement (or any extension or renewal hereof) maintain the exterior and public areas of the building of which the Premises are part and the area contiguous to said building now in use. Lessee shall at all such times have the non-exclusive and non-revocable right, together with the other lessees and occupants of the building, to the use of exterior and public areas of the building, for purposes of ingress, egress, parking of motor vehicles for Lessee, Lessee's licenses, invitees and guests.

the Premises to the same condition of repair, cleanliness, sightliness, and healthiness as existed at the execution hereof; and Lessee agrees to pay Lessor (in addition to the rent hereby reserved) all the expenses of Lessor in thus restoring the Premises to that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water or above-stated utility.

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In the event of Lessee's failure to remove any trade fixtures or other properties that are attached to the Premises by Lessee at or prior to the expiration of this agreement (or extended term),

Lessee requesting the removal of said trade fixtures and other property. Lessee shall be removed at the expiration of the tenancy hereby created, provided the Premises are restored by Lessee to the condition thereof prior to the attachment of such trade fixtures. All trade fixtures and other property not so removed by Lessee prior to the expiration of the tenancy shall become the property of Lessor on the tenth day following the date of written notice delivered by the Lessor to Lessee to the condition thereof prior to the attachment of such trade fixtures. All trade fixtures and other property not so removed by Lessee prior to the expiration of the tenancy shall become the property of Lessor on the tenth day following the date of written notice delivered by the Lessor to Lessee requesting the removal of said trade fixtures and other property.

13. Trade Fixtures. All trade fixtures that are attached to the Premises by Lessee may be removed at the expiration of the tenancy hereby created, provided the Premises are restored by Lessee to the condition thereof prior to the attachment of such trade fixtures. All trade fixtures and other property not so removed by Lessee prior to the expiration of the tenancy shall become the property of Lessor on the tenth day following the date of written notice delivered by the Lessor to Lessee requesting the removal of said trade fixtures and other property. Lessee shall be responsible for the entire cost of said escrow).

Notwithstanding anything herein to the contrary, Lessee is herewith given the option, without jeopardizing Lessee's rights herein, to contest the validity of any such lien placed upon the Premises, providing Lessee acts in good faith and diligently pursues said contest by first notifying Lessor in writing thereof, and obtaining and furnishing Lessor a surety bond or letter of credit from an insurance company or other financial institution qualified and authorized to issue such bond or credit letter, in an amount not less than One and one-quarter (1 1/4) times the amount of such lien (or at the election of the Lessee by depositing with a Trust Company authorized to do business in Illinois, as Escrowee, forthwith, cash amounting to one and one-quarter (1 1/4) times the amount of such lien, or securities amounting to one and one-half (1 1/2) times the amount of such lien, which sum or securities said Escrowee shall hold until such lien shall either have been finally adjudicated by a court of competent jurisdiction to be invalid and unenforceable, or shall have been paid and satisfied. When either of said events last mentioned shall have occurred and adequate evidence thereof shall have been delivered to Lessor, Escrowee shall then return said deposit to Lessee. Lessee shall be

In the event that any mechanics lien shall be filed and/or recorded against the Premises (or the property of which it constitutes a part), Lessee shall promptly pay or otherwise have same satisfied and discharged of record. In the event Lessee fails to pay or otherwise have same satisfied and discharged of record, and if the default has continued for ten days after written notice thereof from Lessor to Lessee, Lessor shall have the right and privilege, at Lessor's option to pay the same or any portion thereof without inquiry as to the validity thereof, and any amount so paid, including expenses and interest, shall be additional indebtedness due hereunder from the Lessee to the Lessor, and shall be repaid to Lessor immediately on rendition of a billing therefor.

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All Lessor repairs made pursuant to this Paragraph shall be completed in accordance with all applicable laws and regulations, including but not limited to local zoning laws, building codes and licensing requirements. Rent shall be abated until such compliance with all applicable laws and regulations. Notwithstanding anything to the contrary in this Paragraph, if Lessor's repairs are not

If damage by fire or other casualty to the building in which the Premises are located is so extensive as to amount practically to the total destruction of the Premises or of such building, this agreement shall terminate and the rental shall be apportioned to the time of the damage. In all other cases where the Premises are damaged by fire or other casualty, Lessor shall repair the damage with reasonable dispatch and if the damage has rendered the Premises untenable (in whole or in part), rent shall be apportioned until the damage has been repaired. Delays caused by inability to procure materials and/or labor, riots, national emergency, acts of God, or of a public enemy, governmental laws and/or regulations, or other cause beyond the Lessor's control shall be considered in determining what constitutes "reasonable dispatch."

determined.

the Premises shall have been wholly destroyed, the term hereby created shall cease and be or other casualty, Lessor may, at Lessor's option, terminate this agreement or repair the Premises within 120 days. If Lessor does not repair the Premises within said time, or the building containing

15. Fire & Casualty. In case the Premises be rendered untenable by fire, explosion

hereby expressly waived Lessee. contiguous property, or of Lessor or Lessor's agents, all claims for such damage or injury being occupants of the same or of adjoining or contiguous buildings, or of owners of adjacent or any damage or injury arising from any act, omission or negligence of co-tenants of other persons, building material or object). The parties further agree that Lessor shall not be liable to Lessee for for any such damage or injury done or occasioned by the falling of any fixture, plaster or other or near the Premises, or otherwise. The parties further agree that Lessor shall not be liable to Lessee radiators are under Lessee's control), nor for any such damage, or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place at Premises (or building of which they are a part). The parties further agree that Lessor shall not be liable to Lessee for the escape of steam or hot water from any radiator (it being agreed that said tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in or about the Premises, or from the backing up of any sewer pipe or down-spout, or from bursting, leaking or running of any (or insulation thereof) gas, water, or steam pipes, or from broken stairs, porches, railings or walks, not be liable for any injury done or occasioned by or from wind, defect of plumbing, electric wiring Lessee or Lessee's property occasioned by failure of Lessor to keep the Premises in repair, and shall

14. Waiver of Claim. Lessor shall not be liable to Lessee for any damage or injury to

or in the event Lessee fails to restore the Premises to its pre-existing condition at or prior to the expiration of the agreement (or extended term), then all said trade fixtures and/or other property shall automatically be and become the sole property of Lessor and Lessee shall have no further right, title, or interest therein.

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In the event of default by Lessee (and such default not timely cured as herein provided) in respect to any of conditions, terms, covenants or provisions of this agreement, including without limitation the payment of rent additional rent, Lessor may use, apply or retain all or part of said the terms, covenants and conditions Lessee's part to be performed.

17. **Security Deposit.** Lessee has this day deposited with Lessor the sum of \$3,511.83 as security for the full and faithful performance by Lessee of the terms and conditions on Lessee's part to be performed, which said sum shall be returned to Lessee after the time fixed as the expiration of the term herein (or extension thereof), provided Lessee has fully and faithfully carried out all of

expenditures, with interest thereon, from the rent subsequently accruing hereunder in making same; and in default of such reimbursement Lessee deduct the amount of such cost of such repairs from Lessee, reimburse Lessee for expenditures reasonably made by Lessee for the account and at the expense Lessor, and Lessor shall, upon receipt of a statement Premises, to restore the same as nearly as may be to their former appearance and to fit it to its stated such repairs, or much thereof as shall be reasonably required thoroughly protect the demised that in event that Lessor shall fail promptly to proceed with complete such repairs, Lessee may make are located as shall have been caused by such partial condemnation and taking; provided, however, as circumstances permit, repair such damage the demised premises and the buildings) wherein the premises immediately prior such taking. In such case Lessor shall at Lessee's expense as speedily proportion that the floor area of the part so taken or condemned shall be to the total floor area of the continue in full force and effect except that the rent herein reserved shall be diminished in the possession to the part so taken or condemned shall be taken by the condemnor, this agreement shall Lessee's option to be exercised by written notice given to Lessor no later than 15 days after the date that if a part only of the premises be so taken or condemned, and in Lessee's opinion, the remaining portion of the premises shall be adequate and suitable for use for its herein stated purposes, then, at damage or otherwise for or by reason of any matter or thing occurring thereafter. Provided, however, be repaid by Lessor to Lessee, and neither Lessor nor Lessee shall be liable to the other for rent herein reserved shall be apportioned and paid in full to that date and all prepaid rent shall forthwith granted shall terminate and expire on the date possession is taken by the condemnor, and the rent condemnation proceedings for any public or quasi-public use, this agreement and the term hereby If during the term hereof (or any extension) the premises (or any part thereof) are taken in

It is agreed that if the agreed premises (or any part thereof), are taken by eminent domain, this agreement shall expire on the date same shall be so taken, and the rent apportioned as of the taken date. No part of any award shall belong to Lessee.

16. **Condemnation.** If the property (or any part thereof) wherein the Premises are located be taken by eminent domain or condemnation, at the option of Lessor, this agreement shall forthwith terminate, and Lessee shall have no claim or interest in or to any award of damages for such taking.

completed within 120 days of the damage or destruction in accordance with all applicable laws and regulations, this Agreement shall terminate.

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19. **Waiver of Liability.** Neither Lessor nor Lessee shall be liable to the other for any loss or damage to property or injury to or death of persons occurring on the Premises or in the adjoining properties, sidewalks, alleys or streets, or in any manner growing out of or connected with Lessee's use and occupancy of the Premises, or the condition thereof, or of sidewalks, streets or alleys adjoining, caused by the negligence or other fault of Lessor or Lessee or of their respective beneficiaries agents, employees, sublessees, licensees or assignees, to the extent that such loss or damage to property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects Lessor or Lessee or both) or for which such party is otherwise reimbursed; and Lessor and Lessee each hereby respectively waives all right of recovery against the other, their beneficiaries, if any, and their or their beneficiaries' agents, employees, sublessees, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered or indemnified by proceeds received from any such insurance, or for which reimbursement is

rent) on or before 60 days prior to the end of the agreement's termination date. Lessor's successors in interest) irrevocable advance written Notice of Lessee's election to exercise the option herein given, by delivery or mailing (certified or registered mail) such notice to Lessor (at address hereinbelow provided for Notices, or at the address then designated for the payment of

18. **Option to Renew or Extend.** Provided Lessee has faithfully complied with all covenants and conditions herein on Lessee's part to be performed and provided this agreement be not previously terminated, Lessee is hereby granted the option to renew or extend this agreement for four (4) one-year terms on all the same terms and conditions herein contained except that rent for the renewal term shall increase annually by the same percentage cost of living adjustment as awarded to the Ounce in their Head Start contract, payable on the first day of each month in advance. Lessee is hereby granted the option to renew or extend this agreement for four (4) additional terms of one year each, on all the same terms and conditions herein contained except that rent for the renewal terms shall increase annually by the same percentage cost of living adjustment as awarded to the Ounce in their Head Start contract, all payable on the first day of each month in advance.

Lessee shall not be entitled to any interest on the aforesaid security. Should Lessor sell or lease the property of which the Premises are a part, Lessor shall assign or transfer the security deposit to the purchaser or assignee, and thereupon Lessor shall be released from liability to return same to Lessee herein, and Lessee herein shall thereupon look solely to the new owner or assignee for return of said deposit. (This provision shall inure to the benefit not only of Lessor herein, but to Lessor's successors in interest whether by assignment or otherwise).

Lessor may (be required to) spend by reason of Lessee's default, including any damages or deficiency in the relating of the Premises (whether the accrual of such damages or deficiency occurs before or after eviction or other re-entry by Lessor).

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b) In addition to all other rights and elections provided in this agreement and all other legal or equitable remedies or damages provided by law, Lessor may elect, in the notice given pursuant to subparagraph (a) above, to:

Lessor may treat such default as a breach of this agreement and without further notice or demand, resort to Lessor's remedies as hereinafter set forth. No default referred to in subparagraph 2) immediately foregoing shall be deemed uncorrected if within the 20 days following thereof, Lessee shall commence and continue the correction of same with due diligence, and provided further, that such default does not involve the failure to perform an undertaking prior to a date which may not be extended for any reason whatsoever.

1) Continue uncorrected for ten (10) days after written notice thereof to Lessee with respect to the non-payment of rent (including additional rent, if any, or agreement to be kept or performed by Lessee;

2) Continue uncorrected for thirty (30) days written notice thereof to Lessee with respect to default in the performance of any other covenant, condition or agreement to be kept or performed by Lessee;

a) If any default of Lessee in performing or complying with any covenant, condition or agreement hereunder shall:

21. Default; Lessor's Remedies.

20. Subordination to Mortgage(s). Lessee agrees that Lessee's rights under this agreement are and shall always be subordinate to the lien of any mortgages or trust deeds now or hereafter placed from time to time upon the land and building of which the Premises are a part, and to all advances hereafter made from time to time upon the security thereof. Lessee shall, on written demand from Lessor, execute such other and further instruments or assurances subordinating this agreement to the lien of any such mortgages or trust deeds. It is expressly understood and agreed that while this agreement and the rights of Lessee hereunder shall be and remain subordinate to such mortgages or trust deeds, so long as Lessee shall and perform the terms, covenants and conditions of this agreement contained on the part of Lessee provided to be kept and performed, the right of Lessee to continue to occupy Premises and to conduct its stated purpose herein shall not be disturbed by any foreclosure or other proceeding by the holder(s) of any indebtedness secured by any such mortgage trust deed or by any trustee, receiver or any other person or entity claiming by, through or under such holder of such deed or mortgage. Lessor shall obtain an agreement recordable form from the holder of any present or mortgage providing for such non-disturbance of the Lessee and shall deliver such agreement to Lessee concurrently with or as a condition precedent to the subordination of agreement to the lien(s) of any such mortgages or trust deeds.

otherwise received. Nothing in this clause contained shall be construed to impose any other or greater liability upon either Lessor or Lessee than would have existed in the absence of the clause.

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The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created shall be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or rendered in such any judgment for possession that may be rendered in such action, or any other act(s) resulting in termination of Lessee's right to possession of the Premises. Lessor may and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice demand, suit or judgment, or in any manner affect, waive change, or alter any rights or remedies Lessor may have by virtue hereof.

In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay to Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and attorneys fees.

Lessor shall have a first lien upon the interest of Lessee under this Agreement, to secure the payment of all monies due under this Agreement, which lien may be foreclosed in equity at any time when money is overdue under this Agreement; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

2) Terminate Lessee's right of possession without terminating this Agreement, and re-enter and re-take possession by summary proceedings, or otherwise, expel Lessee and remove all property therefrom and relet the Premises for the Lessee's account and receive the rent therefrom. Lessor shall make reasonable efforts to relet the Premises to a responsible tenant at the best possible rent. Lessor may, on behalf of Lessee, perform any of the covenants, conditions and agreements to be performed by Lessee as required herein, and any sums so expended shall become due and payable within five days after written demand therefor is given by Lessor to Lessee. Lessee shall be obligated to pay to Lessor for all sums due as aforesaid, the costs of reletting (including without limitation, alterations, redecorating and real estate broker's fees and commissions), and the rental provided for herein, less any sums received by Lessor upon reletting of the Premises.

1) Terminate this Agreement and re-enter and re-take possession by summary proceedings or otherwise, and Lessee shall thereupon be obligated to pay to Lessor as liquidated damages, a sum of money equal to the minimum annual rental due for the balance of the term, less the fair rental value of the Premises for the balance of the term; or

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b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part provided, however, that such rules and regulations

a) Provisions typed in this agreement and all Riders attached hereto (and signed by lessor and lessee) are hereby incorporated herein and made an integral party of this agreement.

25. Miscellaneous Provisions.

24. **Recording.** The parties agree that the other party has the right to cause this agreement to be recorded with the Cook County Recorder of Deeds.

Either party may from time to time change the mailing address by written notice to the other.

LESSEE:
Vice President, Finance & Administration
Office of Prevention Fund
122 S. Michigan, Suite 2050
Chicago, IL 60603

LESSOR:
Rev. Gilbert Leigh
Mr. Luther Hinton
Douglass-Tubman Youth Ministries, Inc.
5010 West Chicago Avenue
Chicago, Illinois 60651-3003

All notices to be given under this Agreement shall be writing and shall either be served personally or sent certified mail to the address of the parties below

23. **Notices.** Notices may be served on either party by delivering or causing to be delivered a written copy thereof, or by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee respective addresses, in which event the notice shall be deemed to have been served at the time the copy is mailed.

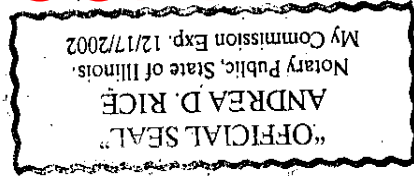
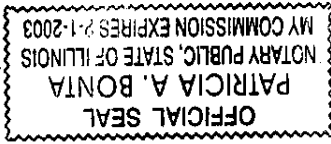
22. **Loss of Funding.** The parties acknowledge that Lessee is a not-for-profit organization, funded and supported by public funds. If Lessee at any time during the term of this Agreement loses such funding, or such funding is decreased by an amount so as to render the continuation of Lessee's purpose, as stated in Paragraph 1 herein, economically unfeasible, this Agreement shall terminate thirty (30) days after the date written notice of such loss or decrease of funding is provided to Lessor and actual proof of the economical unfeasibility is tendered to Lessor.

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Patricia A. Bonta
Notary Public

Andrea D. Rice
Notary Public

Subscribed and sworn to before me this 3 day of May 2000

Subscribed and sworn to before me this 2nd day of May 2000

Date: 5/3/00
Fund
Administration of the Ounce of Prevention
Sarah Bradley as Vice President, Finance & Administration

Date: 5-2-01
Youth Ministries, Inc.
Chief Executive Officer of Douglass-Tubman
Reverend Gilbert Leigh, as President and

WITNESS the hands and seals of the parties hereto, as of the date of this agreement

g) Any change of covenant or promised contained herein shall not be effective unless it is contained in writing signed by both parties.

f) If any provision(s) or portion of this agreement (or the application thereof to any person or circumstance) shall be invalid or unenforceable under applicable law, such event shall not affect or render invalid or unenforceable the remainder of this agreement nor any other provision(s) or portion hereof, nor shall it affect the application of any provision(s) or portion hereof to other persons or circumstances.

e) The words "Lessor" and "Lessee" wherever used in this agreement shall be construed to mean lessor or lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as lessor or lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

d) All rights and remedies herein created are cumulative; and the use of one remedy shall not exclude or waive the right to the use of another.

c) All covenants, and agreements herein shall be binding upon and inure to the benefit of Lessor and lessee and their respective heirs, legal representatives, successors and assigns.

shall not be a diminishment of the rights granted to Lessee pursuant to the terms, conditions and covenants as set forth in this agreement.

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Andrea D. Rice
Barclay & Dixon
39 S. LaSalle Street, Suite 900
Chicago, Illinois 60603

Mail To:

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