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Karen A. Yarbrough
Cook County Clerk
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RECORDING COVER SHEET

MAIL TO:

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Neal & Leroy, LLC
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Chicago Illinois 60603
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PREPARER:

Gabriela Herrera
Neal & Leroy, LLC
20 S Clark Street Ste 2050
Chicago Illinois 60603
312-641-7144

FOR RECORDERS OFFICE USE ONLY

DESCRIPTION OF ATTACHED INSTRUMENT:

SPACE SHARING AGREEMENT

PIN(s)

20-10-221-001-0000; 20-10-221-002-0000; 20-10-221-003-0000

COMMON ADDRESS

4930 South Cottage Grove Avenue, Chicago, Illinois 60615

LEGAL DESCRIPTION

PARCEL 1:

LOT 6 (EXCEPT THE EAST 50.00 FEET AND EXCEPT THE NORTH 33.00 FEET THEREOF), LOT 7 (EXCEPT THE EAST 50.00 FEET THEREOF), LOT 8 (EXCEPT THE EAST 50.00 FEET THEREOF); LOT 9 (EXCEPT THE EAST 50.00 FEET THEREOF) AND LOT 10 (EXCEPT THE EAST 50.00 FEET AND EXCEPT THE SOUTH 30.00 FEET THEREOF) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THOSE PARTS THEREOF TAKEN FOR 49TH AND 50TH STREETS AND COTTAGE GROVE AVENUE), IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27.00 FEET; THE NORTH 33.00 FEET AND THE SOUTH 30.00 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 1/2 OF EVANS AVENUE, VACATED BY ORDINANCE RECORDED FEBRUARY 23, 1906 AS DOCUMENT 3823504, LYING WEST OF AND ADJOINING PARCEL 1, AFORESAID AND LYING EAST OF AND ADJOINING PARCEL 2, AFORESAID.

PARCEL 4:

THE 16-FOOT NORTH/SOUTH ALLEY VACATED BY ORDINANCE RECORDED JANUARY 9, 1907 AS DOCUMENT 3976063, LYING WITHIN LOTS 8 AND 9, BOUNDED BY: LOT 7 ON THE NORTH AND LOT 10 ON THE SOUTH, ALL FALLING IN PARCEL 1, AFORESAID.

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SPACE SHARING AGREEMENT

This Space Sharing Agreement ("Agreement") is made this 1st day of July 2020 ("Effective Date"), by and between Hales Franciscan High School, Inc. ("Owner") and Bronzeville Academy Charter School ("Guest") (collectively, the "Parties"), both Illinois not-for-profit corporations and Section 501(c)(3) public charities.

WHEREAS, both Owner and Guest are engaged exclusively in tax-exempt, educational activities within the meaning of the Illinois Property Tax Code.

WHEREAS, Owner leases a facility located at 4930 S. Cottage Grove Ave., Chicago, Illinois 60615 ("Facility"), from Hales Franciscan Title Holding Corporation ("Landlord") pursuant to a lease dated December 10, 2010 ("Lease"). Owner has possession of the Facility pursuant to the terms of the Lease.

WHEREAS, Guest desires to use a portion of the Facility in furtherance of its tax-exempt purpose to operate an Illinois K-8 charter school as approved by the Illinois State Charter School Commission and governed by the Illinois Charter Schools Law for no more than 230 students, and Guest is willing to accept responsibility for the financial expenses of doing so in Owner's Facility.

WHEREAS, Owner's governing board has duly determined that providing such space usage of its Facility would constitute wise stewardship of its resources, would aid the Guest in carrying out its tax-exempt purposes and would promote Owner's own tax-exempt purposes.

WHEREAS, the Landlord's governing board has also duly determined this constitutes wise usage.

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

- I. **Term.** This Agreement shall be for a term of three years, commencing on July 1, 2020, and ending on June 30, 2023 ("Term"), unless earlier terminated by one or both of the Parties in accordance with this Agreement or law.
- II. **Financial Contributions.**
 - A. **Basis for Contributions.** Guest shall make contributions in order to help share the cost of Owner's expenses related to its ownership of the Facility and provision of space to Guest. Guest shall provide financial support to Owner for common occupancy expenses, including any furniture and other equipment provided by Owner; basic maintenance, cleaning service and cleaning supplies; garbage/waste removal; pest control; grounds; snow removal; all utilities (including a telephone communication line); fire protection and other safety systems; and other short and long-term building expenses including maintenance of operational systems in working order; the Facility's exterior upkeep; and other protection against physical deterioration. Guest shall separately be responsible for ensuring adequate supervised Guest security personnel are available at all times to screen, manage and direct Guest's students, staff, visitors and agents upon arrival onto Property and entry into the Facility, and for keeping them safe.

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as they enter, use, travel, occupy and depart Facility areas. Where area use is shared by Guest and Owner, Guest's security procedures must be approved by Owner in advance of Guest's implementation.

- B. **COVID-19 Cleaning and Operations.** Notwithstanding the foregoing, the parties acknowledge and agree that during Guest's staff, students, visitors and agents allowed use of areas in and on the Facility, Guest shall be responsible for all expenses, supplies, equipment, and work scheduling of Guest's personnel necessary to ensure these areas comply with COVID-19-related safety, security, cleaning, sanitation, and disinfection measures mandated or otherwise prescribed by federal, state, county or local government, public health agencies, or otherwise consistent with best practices as identified by the Centers for Disease Control or other local agencies responsible for handling such public health and safety matters. Where area use is shared by Guest and Owner, Guest's Covid-19 procedures must be approved by Owner in advance of Guest's implementation. The responsibilities of Guest under this section do not supersede Owner's use rights under this Agreement.
- C. **Method and Place of Payment.** Guest shall make payments via cashier's check to Owner at its address below or by electronic payment as directed by Owner.
- D. **Amount of Contributions.** Based on the above considerations and the Parties' due diligence, Owner and Guest have determined that Guest's cost-sharing contribution is FORTY-SEVEN THOUSAND EIGHT HUNDRED SIX AND 00/100 DOLLARS (\$47,806.00) per month for the year starting July 1, 2020. To address expected increases in facility-related expenses, Guest's Contributions shall increase by three percent (3%) for each year thereafter. More specifically, Guest's Contribution for the year starting July 1, 2021 shall be \$49,240.00, and Guest's Contribution for the year starting July 1, 2022 shall be \$50,717. Guest shall pay such Contributions by the first day of each month in the manner described in 1(C) starting July 1, 2020.

Guest also agrees to the following Contributions condition:

Late Charge. All Contributions becoming due under this Agreement and unpaid on the 1st of each month shall be considered late and subject to a late charge of ten percent (10%) of the Contribution due hereunder for the month in which the Contributions was paid late.

E. **Additional Contributions.**

1. Guest shall pay fifty percent (50%) of Owner's property insurance premium for the Facility, as invoiced by Owner, and within ten (10) business days after receipt of the invoice. In no event shall Guest's contribution exceed \$30,000 for this premium.

2. Owner shall not require Guest to make any other additional contributions, except as otherwise specifically provided in this Agreement. In particular, Guest shall not be required to reimburse Owner for any expenses for which Owner is made whole through receipt of insurance benefits. Separate from the contributions required under this Agreement, Guest may make such additional contributions to Owner as Guest may deem appropriate to promote both Guest's and Owner's tax-exempt educational purposes and programs, but such contributions do not affect any rights and obligations under this Agreement.

3. **Security Deposit.** Guest shall cause a security deposit of NINETY-FIVE THOUSAND

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SIX HUNDRED TWELVE DOLLARS AND 00/100 (\$95,612.00) ("Security Deposit") to be on deposit with Owner. Owner explicitly acknowledges that it is already in possession of the amount of NINETY THOUSAND ONE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$90,126.00). Guest shall remit FIVE THOUSAND FOUR HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$5,486.00) to Owner at the time this Agreement is executed. Owner shall hold such Security Deposit for the duration of Guest's occupancy. Upon termination or expiration of this Agreement, Owner shall return the Security Deposit to Guest (without interest), less any amounts for damage to the Facility (other than normal wear and tear and damage by fire and other casualty not caused by Guest or Guests' agents' negligence), major repairs needed to return the Facility to a usable and presentable state, and/or unpaid contributions. Any expenses over the amount of the security deposit will be invoiced. Owner shall not accrue any expenses in excess of the Security Deposit without prior written notice to Guest. Guest may apply half of the Security Deposit (\$47,806.00) towards its last month's contribution.

4. **Outstanding Contributions.** Guest shall remit SIXTY-NINE THOUSAND FIVE HUNDRED FOUR AND 00/100 DOLLARS (\$69,504.00) to Owner at the time this Agreement is executed for unpaid contributions and other contribution shortages outstanding from the period July 1, 2019 through June 30, 2020 and July 1, 2020 through September 30, 2020 (namely, \$1,351 in monthly contribution shortages from July 2019 through June 2020, \$2,743 in monthly contribution shortages for July and August 2020, and a \$47,806 unpaid contribution for September 2020).

F. **Utilities.** Owner shall ensure that service for all shared utilities, including communications, water, gas, electricity and scavenger service continue without interruption. Guest shall exercise responsible stewardship and due regard for safety in using such services. In addition, Guest, at its own expense, shall provide any desired upgrades to the Facility's communication services, including telephone, internet, and security systems, but subject to Owner's prior written approval regarding any related installation or diversion of Owner's service for Guest's use or other work affecting the Facility. Guest, at its own expense, may also install its own internet and phone service separate from Owner's service subject to Owner's prior written approval regarding any related installation or other work affecting the Facility.

III. Guest's Space Usage, Personal Property, and Signage

A. **Space Usage.** The Guest shall be entitled to use a portion of the Facility, on weekdays, with access on weekends upon Owner's prior approval, subject to the following conditions. The floor plan diagram, which is attached hereto and made part of this Agreement as Exhibit A, shall control all space designations described as follows and referred to herein as **the Premises**.

1. Owner grants Guest use of the green colored and green enclosed spaces in the building as indicated on the floor plans in Exhibit A weekdays, Monday through Friday, between 7:00 a.m. to 6:00 p.m., subject to the provisions of this agreement.
2. Owner and Guest agree to share the yellow colored and yellow enclosed spaces as indicated on the floor plans in Exhibit A weekdays, Monday through Friday, from 7:00 a.m. to 3:30 p.m. on the regular calendar school days Guest is open to provide students with regular onsite K-8 instruction subject to the other provisions of this

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agreement and with the understanding that Owner retains the exclusive right to schedule the use of all yellow colored and yellow enclosed spaces for its uses as well as Guests uses. Guest request to use shared spaces must be related to the direct operation of necessary regular school day activities. The scheduling of Guest activities in these shared spaces is subject to Owner approval of Guest's Covid-19 compliant procedures developed for each activity Guest seeks to schedule in the shared areas. Guest must obtain Owner's written approval in advance for any changes to the setup, improvements or decorations in the yellow colored and yellow enclosed spaces. Owner reserves the right to schedule activities of its choosing in all yellow colored and yellow enclosed spaces during any other times it has not scheduled Guest activities.

3. Owner retains the exclusive right to use all spaces during times not shared with Guest at Owner's sole discretion. Other than shared access to stairwells, hallways, elevator as well as hallway restrooms, Owner does not grant Guest any change or exclusive use rights of these spaces. Owner grants Guest shared access to all hallways with the exception of the first (basement) floor north-south hallway which is reserved for Owner's sole use.
4. Owner grants no rights to Guest to alter in anyway the outdoor areas surrounding the school building or the building exteriors and interiors except as allowed elsewhere in this Agreement or with prior written approval of Owner.

The "Additional Space Sharing Provisions" document, attached hereto as Exhibit B, further addresses space usage considerations and shall control and supersede any provisions contained herein to the extent of any inconsistencies.

B. Sole Occupancy; No Assignment or Subletting. The Guest shall not allow the Facility to be occupied in whole, or in part, by any other person or entity, and shall not share the same or any part thereof, nor assign this Agreement or sublet its usage without in each case first obtaining the written consent of the Owner. The Guest shall not permit any transfer by operation of law of the interest in the Facility acquired through this Agreement.

C. Dedicated Usage. The Guest shall conduct only the normal operation of a charter school as approved by the Illinois State Charter School Commission and governed by the Illinois Charter Schools Law for no more than 230 students at the Facility. The Guest shall not allow the Facility to be used for any other purpose or a purpose that shall adversely affect the property tax exemption of the Facility nor increase the rate of insurance thereon.

D. Other Prohibited Usage. The Guest shall not permit the Facility to be used for any unlawful purpose, for any purpose that shall injure the reputation of the Owner or any other occupant of the Facility or for any purpose that would cause a cancellation or increase in the Owner's insurance. Furthermore, the Guest shall not use the Facility in any manner in which the Owner is not permitted to use the Facility under the Lease. The Guest shall not permit anyone to destroy, deface, damage, or remove any part of the Facility. The Guest shall not keep any flammable or other dangerous materials, or equipment that uses flammable or dangerous materials at the Facility.

E. Property Ownership and Usage. All personal property already located at the Facility prior to Guest's move shall belong to the Owner. A written inventory of the furnishings owned by the Guest and used or stored at the Facility may be developed, exchanged between

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the parties, and updated periodically. As allowed and directed by Owner, Guest may use Owner's personal property consisting of: (a) tables and chairs; (b) student desks; (c) teacher/administrator desks; (d) shelving and storage in classrooms and (g) lunchroom tables with Owner's prior written approval.

F. **Signage.** No signs, pictures, advertisements or notices of any kind shall be displayed, inscribed, painted or affixed on any part of the outside or inside of the Facility or about the Premises, except as shall be approved by the Owner. See additional signage terms in the attached Exhibit B ("Additional Sharing Agreement Provisions").

IV. Owner's Upkeep, AS-IS Building Condition, and Guest's Due Care

- A. **Upkeep and Operations.** Owner shall keep the Facility in reasonably good repair and working condition, including its maintenance, utilities, exterior aspects, and operational systems. Notwithstanding such responsibilities, the parties recognize and agree that Guest's use of the Owner's Facilities and personal property shall be on an "AS IS, WHERE IS" basis.
- B. **Due Care.** Guest shall treat the Facility with all due care and respect and shall be responsible to pay the costs for repairing damage caused by any student, staff person, visitors, or others allowed at the Facility by the Guest (reasonable wear and tear excepted), as provided in Section IV.E below.
- C. **Legal Compliance.** Guest shall conduct its activities so as to comply with all applicable legal requirements, including specific usage and safety measures. Guest shall keep the Premises in a clean and healthful condition according to and as required by law during the term of this Agreement, at Guest's expense. Guest shall not permit the Premises to be used for any unlawful purpose or for any purpose that would injure the Owner's reputation.
- D. **Compliance with Owner's Rules.** Owner reserves the right to make reasonable rules and regulations from time to time as in its judgment may be needed for the safety, care, and cleanliness of the Premises. Where the actions and behaviors of Guest's students, staff and/or visitors poses a major safety, care and cleanliness concern to Owner, its guests, students, staff and/or visitors, Owner will attempt to work with Guest to address such matters immediately in a manner that is consistent with Guest's policies and procedures as long as doing so does not continue to pose a safety, care and cleanliness risk to Owner, its guests, students, visitors and/or staff.
- E. **Owner's Repairs.** If the Owner is required to make repairs in the Facility in order to maintain or otherwise restore them to their present condition as a result of damage caused by Guest's students, staff and or visitors, normal wear and tear excepted, then the Guest shall be liable to reimburse Owner for all related expenditures including reasonable labor and materials expended by Owner or its agents. Owner may apply Guest's Security Deposit to satisfy this obligation.
- F. **Security.** Guest shall be responsible for keeping areas defined in Section III(A)(1) above secured in connection with usage thereof and in compliance with Section VI below. Guest's student, staff and visitors shall only access the Facility using the Parking Lot main and cafeteria entrances, and the stairwell access entrance between

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the two. Owner will coordinate how Guest shall allow students, staff and visitors to access the Facility through these entrances. Any key duplication by Guest or its staff and agents may be done only with Owner's advance, written approval.

- G. **Emergencies.** In the event of any incident on the Facility involving the police or fire department, a government inspector, an ambulance or medic presence, or a building-related emergency, Guest shall contact and inform the Owner as soon as reasonably possible and no later than 24 hours.
- H. **Additional Terms.** The "Additional Sharing Agreement Provisions" document, attached hereto as Exhibit B, further addresses Owner's and Guest's responsibilities for maintenance and repairs, and it shall control and supersede any provisions contained herein to the extent of any inconsistencies.

V. Condition of Premises; Alterations.

A. **Condition of Premises.** The Guest has examined and knows the condition of the Premises and has received the same in good order and acknowledges that no representations as to the condition and repair thereof have been made by the Owner, or its agent, prior to or at the execution of this Agreement that are not expressed in this Agreement.

B. **Alterations.** Guest may make only temporary, nonstructural, decorative, or cosmetic alterations to areas defined in Section II(A)(1) above, subject to the Owner's refusal thereof. For any other alterations of the Premises or Facility, Guest must obtain Owner's written advance approval. Unless otherwise agreed in writing, all alterations, additions and improvements become the property of Owner and will remain on the Premises upon termination of the Agreement; provided, however, that Owner may require Guest to remove any such alterations, additions, or improvements and restore the Premises to its former condition. Guest shall be responsible to reimburse Owner for any repairs incurred in order to maintain or otherwise restore the Premises, normal wear and tear excepted, to their condition at execution of this Agreement, as provided above.

VI. Access, Locks, and Owner's Representative.

- A. **Access.** Owner and its agents and guests may enter all areas of the Premises at all reasonable times or during hours areas are not shared or upon reasonable notice to Guest to conduct inspections, to make necessary or desired repairs or improvements, to clean the area, to address an emergency or to show the same to prospective tenants, buyers, lenders or others.
- B. **Locks.** Guest shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of Owner. Guest shall furnish the Owner with a key for any lock that is so altered or installed with Owner's Approval.
- C. **Owner's Representative.** For purposes of access, financial matters, space usage, dispute resolution and any other matters related to or under this Agreement, Guest shall communicate such matters to Owner's signatory to this Agreement. Owner may designate in writing a different Owner representative to handle such matters on its behalf via written communication to Guest. Guest may do likewise.

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VII. **Mechanic's or Other Lien.** Guest shall not permit any mechanic's or other lien or liens to be placed upon the Facility during the term of this Agreement as a result of any action by Guest or any party claiming by, through or under Guest. In the event of the filing of any such lien, Guest promptly shall pay same. If Owner notifies Guest of such a lien, and default in payment of such lien continues for thirty (30) days after such notice, Owner may pay the same or any portion thereof without inquiry as to its validity, and Guest shall re-pay to Owner any amounts so paid, including expenses and interest, immediately upon receipt of a bill from Owner. Upon written notice to Guest, Owner may apply Guest's Security Deposit to such liability of Guest.

VIII. Indemnification

A. **Guest's Responsibility.** Guest shall defend, indemnify, and hold harmless Owner and Landlord's lenders, and their respective directors, officers, employees, agents, and affiliates from and against any and all demands, claims, suits, proceedings, liabilities, costs, losses, damages, and expenses (including, without limitation, court costs and attorneys' fees), which may arise out of or in connection with (a) Guest's operations and activities or use of the Facility by Guest, including its directors, officers, employees, contractors, agents, invitees, anyone holding an interest in the Facility under Guest, or others whom Guest allows to enter the Facility, or (b) any violation by Guest, including its directors, officers, employees, contractors, agents, invitees, or others whom Guest allows to enter the Facility, of any laws, rules, or regulations applicable to Guest or its operations and activities.

B. **Owner's Non-liability.** Except as provided by law, none of Owner, Landlord, or Landlord's lenders is liable for any damage occasioned by failure to keep the Facility in repair, nor for any damage done or occasioned by or from failure of the electrical system, heat or air conditioning, plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon, or about the Facility or any building or improvement thereon, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door, or otherwise. Owner is not liable for injury to any person invited or otherwise allowed at the Facility by Guest due to negligence or actions of Guest or its agents.

IX. Comprehensive Liability Insurance

A. **Insurance Coverage.** Guest shall procure and maintain policies of insurance, at its own cost and expense, that name Owner and Landlord as Additional Insured, and include (a) broad form Commercial Liability insurance policy with a policy limit of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, FOUR MILLION DOLLARS (\$4,000,000.00) in the aggregate; (b) excess liability insurance, with a minimum policy limit in the amount of TEN MILLION DOLLARS ((\$10,000,000.00) per occurrence and in the aggregate; (c) if Guest owns or leases an automobile, automobile liability insurance for each automobile owned or leased by Guest, with a ONE MILLION DOLLAR (\$1,000,000.00) per occurrence policy limit; (d) Worker's Compensation/Employer's Liability insurance with statutory coverage with a FIVE HUNDRED THOUSAND (\$500,000.00) Accident policy, a FIVE HUNDRED THOUSAND DOLLAR (\$500,000.00) Disease policy, and a FIVE HUNDRED THOUSAND DOLLAR (\$500,000.00) Disease per employee policy; and (e) personal property damage insurance, together with insurance against vandalism and

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malicious mischief, with coverage limits of not less than the full replacement value of Guest's personal property located in or on the Facility.

B. **Mutual Waiver of Right of Recovery.** Each Party hereto hereby waives all claims for recovery from the other Party for any loss or damage to any of its property or resulting loss of income or losses under worker's compensation laws or benefits insured under valid and collectible insurance policies to the extent of any proceeds collected under such insurance, subject to the limitation that this waiver shall apply only when it is either permitted by or, by the use of such good faith efforts (including the payment of a reasonable additional premium), could have been so permitted by the applicable policy of insurance. The parties hereto further agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any Party for loss occurring to the property described herein."

X. **Fire and Casualty.** If, during the term of this Agreement, the Facility is so injured by fire, explosion, or other casualty, as to be substantially untenable, and unless said injury can be repaired within ninety (90) days thereafter, either Party hereto may cancel this Agreement.

XI. **Taxes.** The Guest shall be responsible to pay any and all federal, state and local taxes or fees that may be assessed by any governmental authority or any department or agency thereof as a result of any activity or occupation of the Guest. The Guest agrees to indemnify and hold harmless Owner and Landlord, and their directors, officers, employees, agents and affiliates from all such taxes or fees, if any. Notwithstanding the foregoing, the Parties recognize and acknowledge that the Facility is exempt from property taxes based on its continued educational activities. In the event property taxes are assessed against the Facility, Guest shall only be responsible for its proportionate share of property taxes based on the square footage of the Premises used by Guest pursuant to this Agreement.

XII. **Default, Termination, Enforcement.**

A. **Termination of Lease**

1. **By Guest, Per Charter Status.** Notwithstanding any other provision of this Agreement, if within the Term: (a) Guest's charter to operate as an Illinois charter school is deemed to be null and void, or (b) Guest's charter is terminated or not renewed for any reason, then Guest shall immediately thereafter notify Owner in writing. This Agreement shall thereafter terminate on the first to occur of, (i) the date said charter is deemed to be null and void, or (ii) the date the charter is terminated or not renewed.

2. **By Owner, With or Without Cause.** Notwithstanding any other provision of this Agreement, Owner may terminate this Agreement after April 30, 2021, with or without cause, upon at least sixty (60) days' written notice, as provided below in Section XV.I.

B. **Termination for Default; Cure.** Owner may terminate this Agreement upon thirty days' notice (30) for cause resulting from default on any of the terms and conditions of this agreement. Notice to terminate must be in writing as provided below. Upon receipt of such

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termination notice, Guest shall have 15 days to cure the alleged default and thereby void such notice, except as provided below in Paragraph XII.D.

- C. **Guest's Abandonment.** If the Guest shall abandon or vacate the Premises, or if the Guest's right to occupy the Facility is terminated by the Owner by reason of the Guest's breach of any of the covenants herein, the same may be re-occupied by the Owner upon such terms as the Owner may deem fit, subject to applicable law; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-occupation and collecting to satisfy the contributions described hereinabove, the Guest agrees to satisfy and pay all deficiency monthly during the remaining period of this Agreement.
- D. **Immediate Termination; Right of Re-Entry.** In the event of any continued or repeated default by Guest, or in the event of a single default by Guest that seriously endangers the Owner's interest in its Facility (as determined in Owner's discretion), then the Owner, at its option, shall have the right to terminate this Agreement upon such advance written notice to the Guest as is reasonably practicable. Upon such termination, the Guest shall at once surrender possession of the Premises and use of the Facility to the Owner, and if such possession be not immediately surrendered, the Owner may re-enter and repossess it and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. Except as set forth in the previous sentence, the Guest expressly waives the service of any notice of intention to terminate this Agreement or to re-enter said Facility, and waives the service of any and every other notice or demand prescribed by any statute or other law, and agrees that the simple breach of any of the said covenants shall, of itself, without the service of any notice or demand whatever, constitute a forcible detainer by the Guest of said Premises, within the meaning of the statutes of the State of Illinois. No receipt of monies by the Owner from the Guest, after the termination in any way of this Agreement, or after the giving of any notice, shall reinstate, continue or extend the term of this Agreement or affect any notice given to the Guest prior to receipt of such money.
- E. **Expenses.** In the event either Party has to engage in litigation to enforce any terms of this Agreement, the prevailing Party shall be entitled to reimbursement of costs and fees, including but not limited to attorneys' fees, from the non-prevailing Party.

XIII. Dispute Resolution

- A. **Governing Principles.** The parties to this Agreement share a common interest in preventing and resolving any misunderstandings or differences that may arise between them. Therefore, the parties agree to the following terms for resolution of conflicts arising under this Agreement, except as provided in Paragraph XII above.
- B. **Review Committee.** A standing Review Committee shall be organized and composed of one person from each Party. The Committee shall meet as often as necessary to assist in the maintenance of good relationships between the parties, to address matters such as space usage, requests for repairs, claims for damage, security, and other operational matters. The Review Committee shall receive input, either orally or in writing, from individuals concerning differences stemming from the various allowable uses of the Facility where conflict may arise, and then it shall work to resolve the conflicts satisfactorily. The Committee shall also work to establish good rapport and community spirit between the Parties.

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C. **Mediation.** If the Parties cannot satisfactorily resolve a conflict through the Review Committee within thirty (30) days after bringing such conflict to the Committee's attention, then either Party to the conflict may request non-binding mediation. Such mediator shall be retained from a reputable source or organization such as the Center for Conflict Resolution (located in Chicago, Illinois). In the event the Parties cannot agree on a mediator, the Owner shall select the mediator. The fees and costs of the mediator shall be borne equally by the Parties.

D. **Arbitration.** In the event that the mediation process does not result in an agreement within forty-five (45) days after a Party requests mediation, a Party to the conflict may request arbitration. In such case, the Parties shall submit the conflict to the American Arbitration Association for binding arbitration in accordance with its rules, or other arbitrator as agreed to by the Parties. The Parties also further agree to bear equally the costs and fees of the arbitrator, and, except as provided for herein, the Parties shall be responsible for their own attorneys' fees and other costs related to the arbitration proceedings.

XIV. **Rights Cumulative.** The Parties' rights and remedies under this Agreement are cumulative. The exercise or use of any one or more thereof does not bar a Party from exercise or use of, and does not constitute a waiver thereby, any other right or remedy provided herein or otherwise provided by law.

XV. Miscellaneous

A. **No Assignment.** Guest shall not assign or otherwise transfer the obligations or rights created by this Agreement without written permission from Owner, whether intentionally, by operation of law, or otherwise.

B. **Choice of Law.** The validity, interpretation, and performance of this Agreement are governed by the laws of the State of Illinois, County of Cook.

C. **Choice of Venue.** If a dispute arises out of or relating to this Agreement, personal jurisdiction and venue lie exclusively in the state or federal courts of the United States located in the State of Illinois, County of Cook.

D. **Counterparts.** The Parties may execute this Agreement in counterparts, with each signed version constituting part of the original Agreement and together constituting the entire original Agreement.

E. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes any existing contracts or agreements, written or oral, between the Parties regarding such subject matter.

F. **Headings.** The headings contained in this Agreement are for convenience and reference purposes only and are not intended to have any substantive significance in interpreting this Agreement.

G. **Indemnification.** To the extent permitted by law, the Parties shall indemnify each other and their respective directors, officers, agents, affiliates and employees for any and all claims, suits, demands, liabilities, losses, damages, costs, or expenses incurred by reason of the breaching Party's breach of this Agreement or arising from any negligent act or omission of the breaching Party.

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- H. **Modification.** The Parties may modify this Agreement at any time by a subsequent writing signed by both Parties. Any modifications not made in writing are not effective.
- I. **Notice**
1. **Delivery.** The Parties shall provide all notices and other communications required or permitted under this Agreement in writing, addressed as set forth below to the signatory of each Party to this Agreement or to such other address as may from time to time be provided in writing, and delivered by personal delivery, delivery service allowing electronic tracking, certified mail, or first class mail with postage prepaid.
 2. **Time.** If a notice is provided by personal delivery or delivery service allowing electronic tracking, the notice is deemed delivered upon receipt by the recipient. If a notice is provided by certified mail or first class mail, the notice is deemed delivered on the third day after mailing.
- J. **Severability.** The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of the Agreement.
- K. **Waiver.** The failure of either Party at any time to enforce any of the provisions of this Agreement does not constitute a waiver of such provisions and does not affect the right of such Party thereafter to enforce any provision of this Agreement in accordance with its terms.
- L. **Subordination.** This Agreement is subject and subordinate to the Lease and all fee mortgages now or hereafter placed on the Facility, and all other encumbrances and matters of public record applicable to the Facility.

[SIGNATURES FOLLOW ON ADDITIONAL PAGE]

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

HALES FRANCISCAN HIGH SCHOOL

BRONZEVILLE ACADEMY CHARTER SCHOOL

By: Anthony Daniels-Halisi

By: [Signature]

Name: Anthony Daniels-Halisi

Name: [Signature]

Its: President

Its: SEC 6/15/20

CONTACT INFORMATION:

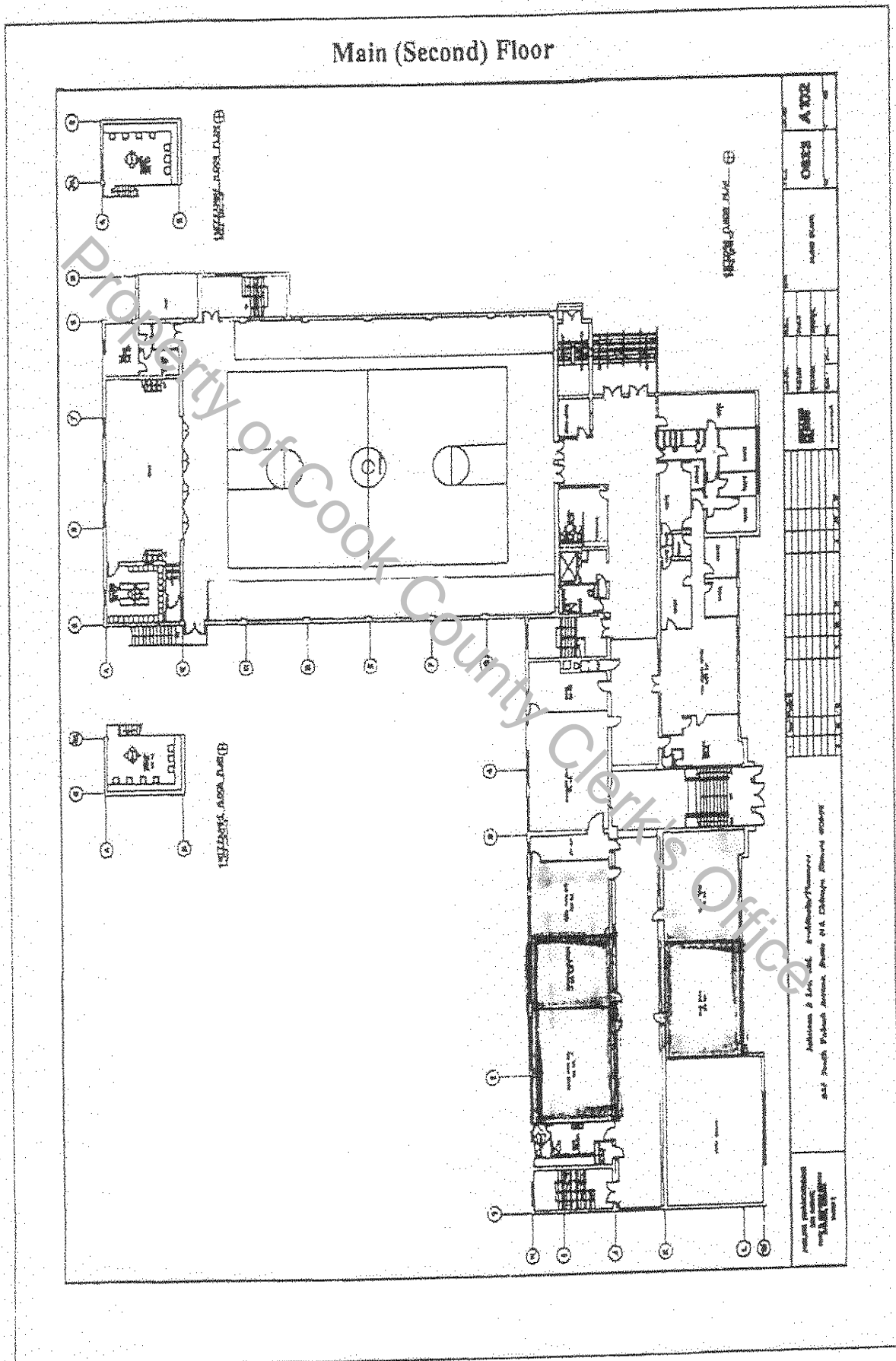
Anthony Daniels-Halisi
President
Hales Franciscan High School

CONTACT INFORMATION:

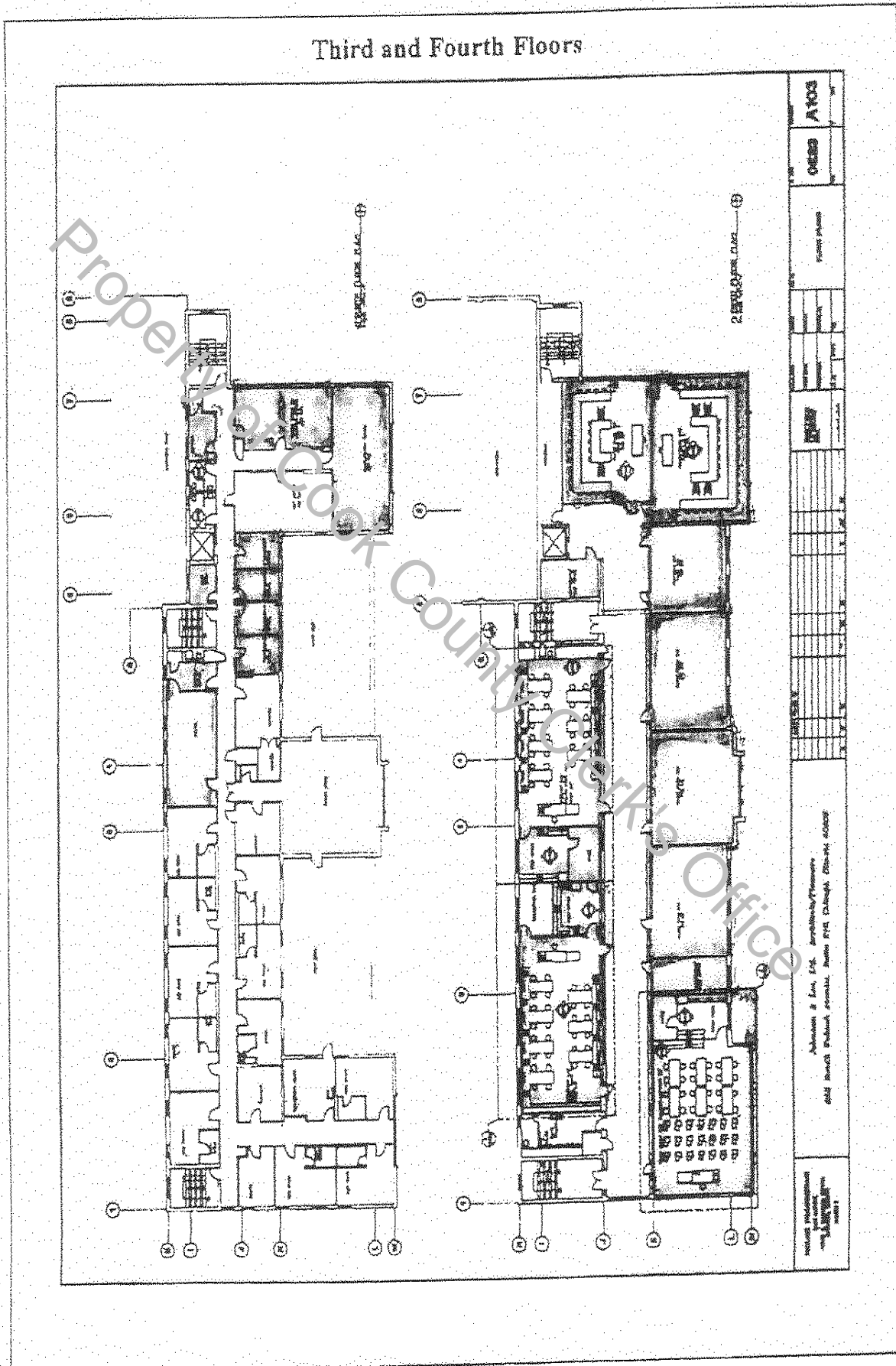
Lance Jefferson
Chairman
Bronzeville Academy Charter School

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EXHIBIT B: ADDITIONAL SPACE SHARING PROVISIONS

1. Guest will work together with Owner to begin the transitioning of the space shared with Guest back to Owner 30 days prior to agreement termination.
2. Guest is responsible for reimbursing Owner for the cost of Owner's staff required to secure and/or keep open the Facility for Owner approved Guest student, staff, parent and invitee activities conducted weekdays before 7 a.m. and after 6 p.m., and on weekends. Owner will invoice Guest for these cost one-week after incurred and Guest agrees to pay Owner the invoiced cost within seven (7) days of the invoice date. Owner may apply Guest's Security Deposit to satisfy this obligation.
3. Owner approves signage promoting Guest around the exterior of the building spanning two grounded vertical section posts in two different areas along the black rod iron fence north of the building, s marquee on Cottage Grove Ave.
4. Owner grants no rights to Guest to maintain or alter in any way any outdoor areas on the Premises without Owner's prior written approval.
5. Owner does not grant Guest any rights to decorate and/or furnish the Facility (including hallways, bathrooms and stairwells) except in areas colored green on the maps in Exhibit A without Owner's prior written permission.
6. Owner reserves sole rights to access the third floor technology closet that houses the building's internet infrastructure and servers. Permission for Guest to access this closet, change its door lock or alter its contents must be obtained in writing from Owner. Said permission shall not be unreasonably withheld.
7. In addition to the use limitation in Section III above, Owner does not grant Guest the right to use the first (basement) floor athletic locker rooms and lockers, the gym stage locker room or lockers, or the first (basement) floor hallway lockers, classrooms or library. Owner reserves the right to remove any locks or other items placed in these areas by Guest without Owners written approval.
8. Guest must ensure Guest approved and designated staff, in adequate numbers, are on site to supervise Guest's employees, students, parents, contractors, agents or invitees before Owner will open the Facility for Guest use. The name of each such employees shall be made known to Owner in writing at the signing of this agreement and as changed by Guest.
9. Owner retains exclusive rights to use the ten (10) parking spaces on the farthest east side of the parking lot facing east. Owner reserves the right to place violation stickers and/or tow vehicles improperly parked in these spaces. All other parking spaces are available to Guest and Owner staff and invitees on a first- come, first-serve basis. Owner reserves the right to place violation stickers and/or tow vehicles parked in the parking lot after 7 p.m.
10. Owner reserves, at all times, the right to use all common access areas including entryways, hallways, stairwells and elevators.
11. Owner grants Guest's employees and Owner's employees the right to individually use its small cafeteria accessible through the first floor elevator room to dine, wait and conduct personal planning from 8 a.m. to 3:30 p.m. on school days. This right is granted under the condition that students and guests are prohibited in this area, no group meetings or activities are allowed,

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the small cafeteria door remains closed at all times, Guest's employees do not enter the kitchen from the room and Guest's staff employees enter the small cafeteria by elevator or through the stairwell entrance door not the kitchen. Owner retains the right to control room setup. In addition, Owner reserves the right to rescind this right immediately at its sole discretion with written notice.

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