

## LEASE AGREEMENT

**THIS AGREEMENT**, is made this 1<sup>st</sup> day of December, 2025, between the Village of Atkinson (party of the first part) and Henry-Stark Counties Special Education District (party of the second part).

**WITNESSETH**, That the said party of the first part does hereby lease to the said party of the second part, the following described property, situated in the Village of Atkinson, County of Henry, and State of Illinois, located at 105 South State Street, Atkinson, Illinois. In addition, the party of the second part shall have use of the gymnasium (8 a.m. – 2:30 p.m.; Monday through Friday) and use of the parking lot adjacent to the building. Total building being utilized totals 17,460 square feet. Said specified portion of the leased property is to be used as an alternative school for Henry-Stark Counties Special Education District.

The term of this Lease Agreement is for three (3) years and four (4) months, beginning on the 1st day of December, 2025 and ending on the 30<sup>th</sup> day of April, 2029. After April 30<sup>th</sup>, 2029 future contracts will be renewed on a three (3) year basis. It may be renewed at any time within its term by execution of a renewal clause which becomes a part of this lease.

The parties do stipulate the rent per month for this property will be \$3,304.16 per month for a total of \$39,650.00 each year for the term of the lease. All rent payments shall be due the 1<sup>st</sup> of each month.

The parties further agree that the party of the first part shall pay all utilities for the facility for the duration of this lease. Temperature settings will be programmed to maintain no warmer than 68 degrees during the winter hours and no cooler than 75 degrees during summer hours.

This lease is guaranteed for a period of three (3) years and four (4) months. However, the party of the second part may terminate this lease at any time by giving the party of the first part at least 30 days written notice in writing. If the tenant intends to vacate the unit at the end of this lease agreement, the notice is still required to avoid additional rent charges.

The party of the second part will carry the Village of Atkinson as an “also insured” on a Certificate of Liability Insurance in the amount of \$500,000 and will further indemnify and hold party of the first part harmless from any liability for damages or injuries incurred in any manner by party of the second part in use of the premises.

The party of the second part shall, throughout the term of this lease and any extension thereof, at its own cost and expense, provide the maintenance and repair for damage to the interior of the premises, other than ordinary wear and tear. In addition, the party of the second part agrees to, at its own cost and expense, maintain the existing wheelchair lift and fire alarm system in operating condition.

The party of the second part will be responsible for the cost of any improvements to the interior or exterior of the building that they would like to have done.

And the party of the second part covenants with the party of the first part, that at the expiration of the term of this Lease, they will yield up the premises to the party of the first part, without further notice, in as good condition as when the same were entered upon by the party of

the second part, *loss by fire or inevitable accident*, and ordinary wear excepted, unless otherwise specified by Certificate of Insurance.

And the said party of the second part further covenants that they will permit the party of the first part to have free access, subject to reasonable notice, to the premises hereby leased for the purpose of examining or exhibiting the same, or to make any needful repairs or alterations of such premises, which said first party may see fit to make.

IT IS FURTHER AGREED by the said party of the second part that neither they nor their legal representatives will sublet said premises, or any part thereof, or assign this Lease or make any alterations, amendments or additions to the buildings on said premises, without the written consent of the party of the first part thereto, and that neither they, nor their legal representatives will use said premises for any purpose calculated to injure or deface the same or to injure the reputation or credit of the premises or of the neighborhood.

It is further agreed by the party of the second part that they will keep said premises in a clean and healthy condition in accordance with the ordinances of the Village and the directions of the Board of Health and Public Works. Party of the second part shall be responsible for any repairs or maintenance caused in any manner by second party's use of the premises.

And it is further expressly agreed between the parties that if default shall be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants or agreements herein contained, to be kept by the party of the second part, their executors, administrators, or assigns, it shall be lawful for the party of the first part or their legal representative to re-enter into and upon said premises, or any part thereof, but only with process of law and repossess the same, and to distrain for any rent that may be due thereon, at the election of said party of the first part; and after such default shall be made the party of the second part, and all persons in possession under them shall be deemed guilty of forcible detainer on said premises, under the statute.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year above written.

\_\_\_\_\_(SEAL)  
Trustee, Village of Atkinson

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Chairman, Henry-Stark Governing Board

\_\_\_\_\_(SEAL)  
Mayor, Village of Atkinson

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Secretary, Henry-Stark Governing Board

\_\_\_\_\_(SEAL)  
Village Clerk