

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CHILD FRIENDLY COURTS FOUNDATION
FOR LEASE OF SPACE AT THE
DU PAGE COUNTY JUDICIAL OFFICE FACILITY

THIS INDENTURE WITNESSETH: That the COUNTY OF DUPAGE, a body politic and corporate with offices located at 421 N. County Farm Road, Wheaton, IL 60187, upon the consent of the CHIEF JUDGE of THE 18th JUDICIAL CIRCUIT COURT, (hereafter collectively "Lessor"), does hereby demise and lease unto the CHILD FRIENDLY COURTS FOUNDATION, an Illinois 501(c)(3) "not for profit" organization (hereafter "Lessee"), the following described premises:

The room, or rooms, commonly known and described as first floor room 123, consisting of, approximately, One Thousand four hundred and ninety six (1,496) square feet of office space in the building known as DuPage County Judicial Office Facility, 505 North County Farm Road, in the City of Wheaton, State of Illinois, as designated in Exhibit A attached, and hereafter referred to as the "Premises."

To have and to hold said Premises for the term of thirteen (13) months beginning on the first day (1st) of May 1,2025, and ending on the thirty-first day (31st) of May 2026, subject to optional yearly twelve (12) month renewals by mutual written agreement, up to a total of four (4) years, unless the term shall be sooner terminated or amended, as hereinafter provided.

A. In consideration of the covenants of Lessor, Lessee covenants and agrees:

1. Payment. To pay Lessor as rent for said Premises the sum of One Dollar and No Cents (\$1.00) per twelve (12) months. All payments shall be made payable to the County of DuPage, c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187, with the total payment of \$1.00 being due on or before February 1st of each 12-month term and any renewal thereof. As further consideration for this lease, Lessee will provide a children's waiting room to eligible persons within DuPage County, including but not limited to guests and invitees visiting the DuPage County Judicial Office Facility.

2. Use and Occupancy. Lessee shall use and occupy said Premises solely for the purpose of providing a children's waiting room to eligible persons within DuPage County, in accordance with the Rules and Orders of the 18th Judicial Circuit Court, including but not limited to guests and invitees of the DuPage County Judicial Office Facility, and for any other purposes deemed necessary and prudent to accomplishing said sole purpose.

Lessee will replace, at its own expense, any furnishings, fixtures or other equipment damaged or broken, "normal wear and tear" excepted, by Lessee, its officers, agents, employees, wards, charges, clients, guests, and invitees. Lessee shall be further responsible for damaged or broken furnishings, fixtures or other equipment damaged by third persons in which the damage is due to Lessee's failure to exercise due care in the operation of the Premises, including failure to supervise its officers, agents, employees, wards, charges, clients, guests, and invitees. Prior to

commencing any use and/or occupancy of the Premises, Lessee shall provide Lessor with proof(s) of insurance coverage as required herein.

3. Improvements, Maintenance and Repair. Lessee shall be solely responsible for undertaking, at Lessee's sole expense: (a) any future improvements to the interior portions of the Premises; and (b) any part of the Premises damaged or broken (reasonable wear and tear excepted) by Lessee's acts or neglect, or that of its officers, agents, employees, wards, charges, clients, guests, and invitees.

Lessee shall not make additions or improvements to the Premises, or change, replace or attempt repair of any flooring, walls, doors, glass, lighting or fixtures, without Lessor's prior and express written consent. All work on, to, on behalf of, or for the Premises, undertaken by Lessee directly or through the use of third-party vendors, shall be performed at not less than the prevailing hourly wage rate as determined by, and verified with, the Illinois Department of Labor pursuant to the Illinois Prevailing Wage Act (820 ILCS 130). Lessee shall be solely responsible for ensuring that such work conforms to the requirements of the Illinois Prevailing Wage Act, including the receipt and retention of certified payroll records. Lessee agrees to indemnify, defend, and hold Lessor harmless from and against all violations of said statute.

4. Insurance. Throughout the Term of the Lease, Lessee shall obtain liability insurance, at its own expense, in accordance with and subject to the following:

- a. All Lessee insurance herein required shall specifically name the "County of DuPage" as an additional named insured, and shall be on a primary and non-contributory basis. All policies shall contain a provision that the coverage afforded will not be canceled, materially changed, or a renewal refused without providing written notice to Lessor as an additional insured and Lessee as a named insured prior to said cancellation, material change, or refusal to renew the insurance policy.
- b. Lessee shall maintain a General Liability insurance policy with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Lessee shall also maintain Workman's Compensation in the statutorily required amount(s).
- c. Lessee shall have the duty to provide Lessor with copies of certificates of insurance required by Lessor prior to the commencement of the Term of this Lease and/or any Renewal thereof, or as soon thereafter as may be reasonably practicable and agreeable to Lessor, as well as renewal certificates of insurance within fifteen (15) days prior to the expiration of any insurance policy herein required.
- d. Insurance required by this Lease shall be provided by an insurance company licensed to provide insurance in the state of Illinois and which is acceptable to Lessor, or may be satisfied by participation in a risk management group or self-insuring up to the specified amount(s).
- e. In the event Lessee improves, maintains, or repairs the Premises as provided for herein, all of Lessee's third-party vendors, contractors, or servicemen entering onto

the Premises shall maintain Workman's Compensation insurance in statutory amounts; and further Employer's Liability and General Commercial Liability insurance in coverage amounts acceptable to the County which expressly name the "County of DuPage and its officers and employees" as an additional insured on a primary and non-contributory basis and include a waiver of subrogation endorsement. Such insurance shall only be issued by a company license to do business in Illinois. Lessee shall provide Lessor with copies of its vendor's, contractors', and/or servicemen's Certificates of Insurance, as well as all applicable coverage endorsements, prior to commencing any work on the Premises.

- f. Each Party agrees to waive subrogation for any claim(s) based on that Party's negligent or willful acts or omissions.

5. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or directly related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, Lessee's, its officers', agents', employees', wards', charges', clients', guests', and invitees' acts or omissions on Lessor's property or involving Lessee's use and occupancy of Premises. Nothing contained herein shall be construed as prohibiting Lessor, its officials, directors, officers, agents, and employees from defending any claims, suits, demands, proceedings, and actions brought against them through the selection and use of their own agents, attorneys, and experts. Pursuant to Illinois law, the attorney representing Lessor under this paragraph must be the State's Attorney of DuPage County. Lessor's participation in its defense shall not remove Lessee's duty to indemnify, defend, and hold Lessor harmless as set forth above. Any indemnity as provided in this Lease shall not be limited by reason of the enumeration of any insurance coverage herein provided. Lessee's indemnification obligation shall survive the termination, or expiration, of this Lease for two (2) years. Lessor does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 *et seq.*) or otherwise available to it under the law

6. Sublet and Assignment. Lessee shall not sublet the Premises, in whole or in part, nor assign this Lease or any part thereof, without first obtaining the written consent of Lessor. At the expiration or termination of this lease, Lessee shall surrender the Premises to Lessor in as good of a condition as the Premises were in on the date Lessee took possession thereof, ordinary wear and tear excepted.

7. Rules and Regulations, Compliance with Applicable Law. Lessee, its agents and employees shall observe the "Rules and Regulations" set forth in Lease Exhibit B, whenever on, or within, the Premises, which exhibit is attached and incorporated into this Lease. Lessee covenants and agrees that all children's waiting room services provided on the Premises will be provided solely by persons in Lessee's employment and/or engaged volunteers that are properly licensed and qualified to provide children's waiting room services in compliance with any and all applicable Circuit Court Orders, Local Rules, and local, state, and federal laws and regulations.

8. Facility Services. Lessor shall be solely responsible for: a) ordinary custodial

services necessary to keep the Premises' interior areas clean, tidy and sanitary; b) lawn mowing, weed eradication and liter pick-up in the exterior areas adjacent to and around the exterior of the Premises, c) replacing light bulbs, and d) snow and ice removal for all parking areas, access and circulation drives, loading areas, sidewalks and walkways on the Premises e) Waste services, consistent with Exhibit A.

Lessor owns the furniture contained within the space.

B. In consideration of the covenants of Lessee, Lessor covenants and agrees:

1. Tenantable Condition. If the Premises at any time during the Lease's term are not in good tenantable condition due to any act or omission or neglect by Lessor, Lessor shall place said Premises in such good and tenantable condition within a reasonable time after notice in writing provided by Lessee, and shall maintain the same in good tenantable condition during the term of this Lease, except for breakage or damage caused or permitted by Lessee, its officers, agents, employees, wards, charges, clients, guests, and invitees.

2. Utilities. Except in the event Lessee requires utility service exclusive to its use, Lessor shall provide for the following: (i) all electricity on the Premises as may be reasonably required by Lessee; (ii) all heat and air conditioning for the Premises during all normal business days and hours, and as weather and temperature conditions require; (iii) all necessary fixtures and equipment for electricity, heat and air-conditioning.

C. The Parties further jointly covenant and agree that:

1. Termination. Either Party may terminate this Lease early by giving at least one hundred twenty (120) days' written notice, which termination shall be deemed effective on the termination date stated in the written notice. The County further reserves the right to terminate this lease upon request of the Chief Judge of the 18th Judicial Circuit Court, DuPage County, Illinois, upon one hundred and twenty (120) days written notice.

2. Amendment. This Lease may be amended only by written agreement of the Parties.

3. Renewal. This Lease may be renewed up to a maximum of four (4) twelve (12) month terms, by written agreement of the Parties. At least one-hundred twenty (120) days prior to expiration of any twelve (12) month term, Lessee shall submit to Lessor a request for such renewal in writing. No renewal shall become effective absent written consent of the Parties.

4. Public Disclosures. This Lease shall not be recorded. Lessee agrees to timely execute organizational and, or, ownership disclosures that are, or may be, required under state law for contracts and leases of publicly-owned properties, upon Lessor's request

5. Notices. Any required notice shall be in writing and delivered to the following

addresses and parties:

To LESSEE:

Child Friendly Courts Foundation
Attn: Irene Bahr, President
1751 S Naperville Road
Wheaton, IL 60189

To LESSOR:

DuPage County Facilities Management Department
Attn: Director
421 N. County Farm Road
Wheaton, Illinois 60187

To 18th Judicial Circuit Court
Attention: Court Administrator
505 N. County Farm Road
Wheaton, Illinois 60187

Notices sent by mail shall be by registered or certified mail, postage pre-paid, and return receipt requested. If notice is by facsimile transmittal, said notice shall be effective the day of delivery if sent on a business day (defined as Monday through and including Friday, except federal and state holidays) between 9:00 a.m. and 5:00 p.m., and the same notice is also simultaneously mailed via first class regular U.S. mail. Any facsimile transmittal transmitted other than on a business day between 9:00 a.m. and 5:00 p.m. shall become effective on the next business day following the transmittal.

6. Representations. The Parties and their representatives executing this Lease each certify that they have authority to execute the Lease and to commit to all described covenants and perform under this Lease. Each Party further agrees that, whenever it is required to conduct any review or grant its consent or approval to any matter, that Party will not unreasonably withhold, condition, delay or deny such review, grant, consent, or approval.


7. Breach and Cure. In the event of any breach of the terms of this Lease, the non-breaching Party shall give notice to the breaching Party stating with particularity the nature of the alleged breach. The breaching Party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this Lease shall permit the other Party to terminate the Lease by giving the breaching Party thirty (30) day notice of the non-breaching Party's intent to terminate this Lease. The failure of any Party to enforce any provision of this Lease shall not constitute a waiver by such Party of that or any other provision. The past waiver of any provision by either Party shall not constitute a course of conduct or a waiver in the future with respect to the same or any other provision.

8. Parking. The Parties agree that maintenance responsibilities for the parking lot

adjacent to the Premises shall be completed by Lessor. Parking will be managed as mutually agreed by the Parties. In the event a mutual agreement cannot be reached, Lessor will dictate parking policies and procedures.

9. Governing Law. The laws of the State of Illinois shall govern this Lease as to both interpretation and performance. The venue for resolving any disputes concerning the Parties' respective performance, or failure to perform, under this Lease, shall be the 18th Judicial Circuit court for DuPage County, Illinois.

LESSOR: COUNTY OF DU PAGE

By: 
DEBORAH A. CONROY
COUNTY BOARD CHAIR

Date: _____

THE 18th JUDICIAL CIRCUIT COURT

By: 
BONNIE M. WHEATON
CHIEF JUDGE


Date: 5-6-20

ATTESTED:

By: 
JEAN KACZMAREK
COUNTY CLERK

Date: _____

LESSEE: CHILD FRIENDLY COURTS FOUNDATION

By: 
Irene F. Bahr
President

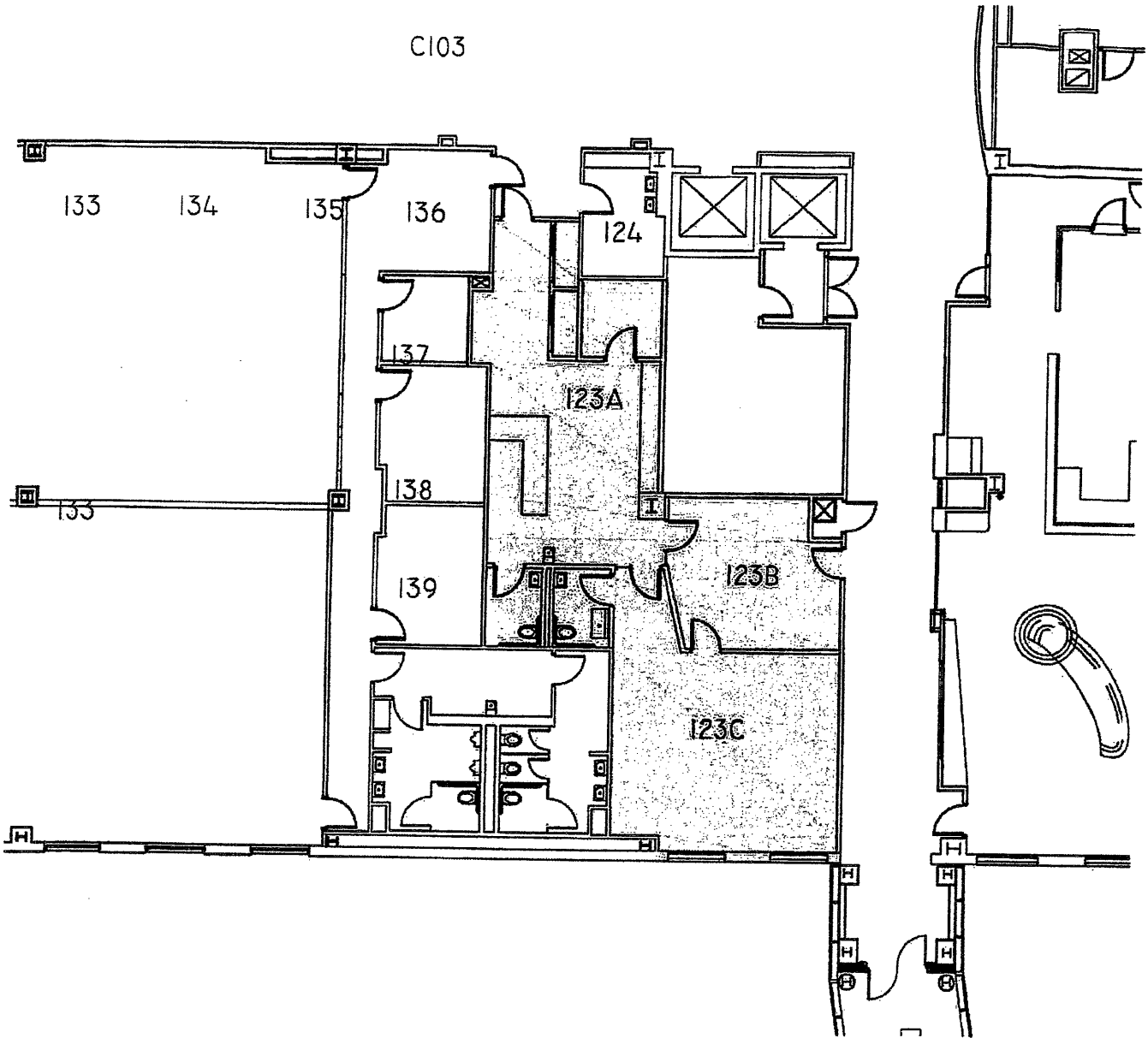
Date: 4-17-25

ATTESTED or NOTARIZED by: 

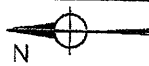


EXHIBIT A

C103



○ PARTIAL 1ST FLOOR PLAN
SCALE: 1/16" = 1'-0"



■ = AREA OF LEASED PREMISES (1,496 SQUARE FEET)



HJH Judicial Office Facility
505 N County Farm Road
Wheaton, IL

EXHIBIT B
RULES AND REGULATIONS

1. **SIGNAGE:** No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed on any part of the outside or inside of said building or on or about the Premises without permission of Lessor.

2. **FIRE SAFETY:** Smoking, burning of candles/incense, or an open flame for any reason is prohibited in the Premises as is the use of aerosols and non-approved cleaning chemicals. Malfunctioning fire alarms, smoke detectors or sprinklers shall be promptly reported to DuPage County Facility Management.

3. **LOCKS AND KEYS:** No additional locks shall be placed upon any doors of the Premises and Lessee shall not permit any duplicate keys to be made, as all necessary keys will be furnished by Lessor. But if more than two (2) keys for any door lock are desired, the additional number must be paid for by Lessee. Upon termination of this Lease, Lessee shall surrender all keys for the Premises and pass cards for entry into the Premises.

4. **DELIVERY/RELOCATION OF GOODS:** Lessor reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the Reservoir Building or to any other occupants or tenants in the building by taking in or putting out any safe or other heavy equipment, or from overloading the floor in any way, shall be paid for by Lessee.

5. **CUSTODIAL SERVICE:** The Lessor shall provide all ordinary custodial work for the leased Premises. In the event that the Lessee requires extraordinary custodial services because of some special use of the Premises, the Lessee may, with the prior consent of the Lessor, employ persons to do such work, at Lessee's sole expense. Any custodian so employed by the Lessee shall submit a description of the proposed extraordinary custodial work to the DuPage County Deputy Director of Facilities Management for approval before commencing work. Lessee-hired custodians shall be deemed the employees or agents of the Lessee.

6. **SECURITY:** Lessee and its officers, agents, employees, wards, charges, clients, guests, and invitees shall conform to security regulations as established by the County and the DuPage County Sheriff. Lessee shall secure the Premises whenever it is unoccupied. The County's Facility Management staff and security personnel may be permitted to keep copy of any key or pass key and shall be allowed admittance to the Premises to respond to any emergencies and to permit security checks of the Premises from time to time, provided that routine activities shall be scheduled and minimize disturbance of the Lessee operations.

7. **ACCESSIBILITY BY LESSOR:** Lessor and its officers, agents, and employees shall have the right to enter the Premises at all reasonable hours to examine or exhibit the same.

8. **ELECTRICAL INSTALLATIONS:** In the event Lessee desires and modification or change or addition to the Premises' telephone lines, telecommunications wiring, cable or electrical connections, Lessor may supervise and direct any Lessee-hired contractor regarding the location and manner of installation of wiring, conduits, cables, antenna or similar equipment. There shall be no boring, drilling or cutting into the Premises' walls without prior written consent of the Lessor.

9. **WINDOW AREAS:** No awnings, shades, drapes or other window treatments (interior or exterior) may be installed without prior written consent of Lessor.

10. **OBSTRUCTIONS:** Lessee shall not allow anything to be placed against or near any glass in the Premises which diminishes the light in the halls or stairways, or that obstructs any means of ingress and/or egress. Placement of any object, exhibit, or display shall not be permitted in the halls or corridors without the prior written consent of Lessor.

11. **THERMOSTATS:** Lessee shall not, nor shall it permit its employees or guests to, regulate the thermostats, and shall inform Facilities Management whenever a thermostat is not working properly or satisfactorily.

12. **ANIMALS/BICYCLES:** No bicycle or other vehicle, and no dogs or other animals shall be allowed in offices, halls, corridors or other parts of the building, excepting specially trained "assistance" or "service" dogs for genuinely disabled employees or clients of Lessee.

13. **REVISED REGULATIONS:** Lessor reserves the right to make such other, further, reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Lessee acknowledges and agrees that the DuPage County Sheriff and, or, Chief Judge of the Circuit Court retain rule making authority under Illinois law, and the common law, relative to the use of the Building, and that all parties within the building are obligated to comply with such rules.

14. **BUILDING ACCESS:** The building shall be open at 7:00 a.m. and closed at 5:00 p.m. daily Monday through Friday except on Court holidays, or at such hours as the Lessor may from time to time alter or make exception.

15. **SELLING OF GOODS AND SERVICES:** Lessee shall not utilize the Premises for the commercial sale of any goods or services, nor for purposes of fundraising.

16. **CANVASSING:** Lessee shall not, nor shall it permit its employees or guests to, canvass, solicit, or engage in any form of political activity within the Leased Premises.

17. **REMOVAL OF PROPERTY:** The Lessees shall list all articles to be taken from the building upon a blank form furnished by the Lessor. Said list shall be presented to the office of the Department of Facilities Management for approval prior to acceptance by the security guard.