

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND THE
DU PAGE COUNTY BAR ASSOCIATION FOR LEASE OF OFFICE SPACE AT
THE HENRY J. HYDE JUDICIAL OFFICE FACILITY

THIS INDENTURE WITNESSETH: That the County of DuPage, (“Lessor”), does hereby demise and lease unto the DuPage County Bar Association (“Lessee”), (collectively the “Parties” and, sometimes, individually, a “Party”), the following described premises (“Premises”):

The room, or rooms, commonly known and described as the third floor, Suite D; consisting of approximately Three Thousand Six Hundred (3,600) square feet of office space in the building known as The Henry J. Hyde Judicial Office Facility, 505 North County Farm Road, in the City of Wheaton, State of Illinois, as graphically depicted in Exhibit A, which exhibit is attached and incorporated into this Lease.

To have and to hold said Premises for the term of (4) years beginning on the first day of April, 2024, and ending on the last date of March, 2028, unless the term shall be sooner terminated or amended, as hereinafter provided. Upon expiration of such Term, or any renewal term, provided the Lease has not been previously terminated pursuant to the provision of the Lease, the Lease shall automatically renew for an additional four (4) year term, with a maximum of three (3) renewal Terms. The Parties agree and understand that the location of the above described Premises is subject to change or relocation, or both, pending implementation of occupancy long-range space planning at the sole discretion of the Lessor and, or, by any (re)allocation or assignment of Courthouse office space by the Chief Judge of the Eighteenth Judicial Circuit Court. In all cases, however, the Lessor agrees that area of the relocated office space shall be approximately the same size as the above-described Premises, and located within the DuPage County Government Complex. In the event that Lessor invokes a change or relocation, or both, in regard to the location of the above described Premises, The DuPage County Bar Association may terminate this Lease effective as of the date that it is required to change or relocate by giving the Lessor notice, in writing, within thirty (30) days from the Lessor’s written notice to The DuPage County Bar Association that it must change or relocate the Premises.

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

1. To pay the Lessor as rent for said Premises the sum of Five Hundred Dollars and No Cents (\$500.00) per month. All payments shall be made payable to the County of DuPage, c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187, the first payment being due on the first day of April, 2024 and subsequent payments on the first day of every month thereafter.

2. The Lessee shall use and occupy said Premises for the personal use of its organization, officers, employees, members, invitees and visiting attorneys and no other purpose. Lessor shall replace, at Lessee’s expense any glass or fixtures or other equipment damaged or broken (reasonable wear and tear excepted) by the Lessee, its agents, employees, members, invitees or visiting attorneys, or which Lessee or its employees or agents permit to be damaged or broken

by the failure of the Lessee, its agents or employees to observe due to care during the occupancy by the Lessee of said Premises.

3. Lessee shall obtain premises and liability insurance, at its own expense, in accordance with and subject to the following:

- a. Lessee's insurance shall specifically name the "County of DuPage" as an additional insured and this additional insured is to be on a primary and non-contributory basis.
- b. Lessee shall have the duty to provide Lessor with copies of certificates of insurance and endorsements required by Lessor prior to the commencement of the Term or as soon thereafter as may be practicable, as well as renewal certificates of insurance within fifteen (15) days prior to the expiration of any insurance policy required.
- c. The Lessee shall maintain a commercial (comprehensive) general liability insurance policy with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence and shall contain a provision that the coverage afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the Lessor as an additional insured and Lessee as a named insured at least thirty (30) days prior to said cancellation, material change, or refusal to renew the insurance policy. Lessee's insurance shall be on a primary and non-contributory basis and include a waiver of subrogation endorsement.
- d. Insurance required by the Lessee shall be provided by an insurance company licensed to provide insurance in the state of Illinois and which is acceptable to Lessor.

4. The Lessee shall indemnify and hold harmless the Lessor, the Eighteenth Judicial Circuit Court and the DuPage County Sheriff, and their officials, officers, employees, and agents (Indemnitee Class) 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, the negligent acts and, or, omissions or willful misconduct of the Lessee and its officials, officers, employees, and agents (Indemnitor Class), but specifically excluding all matters and actions resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of any member of the Indemnitee Class. 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 of the Indemnitor Class shall survive the termination, or expiration, of this Lease for two (2) years. The 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, or the Indemnitee Class, under the law.

5. The Lessee shall not make additions or improvements to said Premises, or change, replace or attempt repair of any glass, lighting or fixtures, without Lessor's 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 and hold the Lessor harmless from and against all violations of said statute. Lessee's third-party vendors 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 Lessor 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 the Lessor with copies of its vendor's Certificates of Insurance, as well as all applicable coverage endorsements prior to commencing any work on the Premises.

6. 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 the Lessor. At the expiration, or termination, of said lease, Lessee shall surrender the Premises to the Lessor in as good of condition as at the Premises was in on the date Lessee took possession thereof, ordinary wear and tear, excepted.

7. The furniture, artwork, computers, printers, and other personal property contained in the Premise, including wireless lavalier and podium microphones, are and shall remain the property of the Lessee and shall not be considered fixtures.

8. The Premises may be referred to by the Lessee as the "William E. Hooper Attorney Resource Center." Appropriate signage, provided by Lessee, will be allowed within the Premises designating the Premise by the above name; whereas external signage, provided by Lessor, shall identify the Premises only by room number or as the "Attorney Resource Center."

9. Lessee, its agents or employees shall observe the "Rules and Regulations" set forth in Exhibit B, which exhibit is attached and incorporated into this Lease, together with all additional rules and regulations promulgated by the Chief Judge of the Eighteenth Judicial Circuit Court and, or, the Sheriff of DuPage County, that are generally applicable to persons entering and using the Henry J. Hyde Judicial Office Facility.

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

1. If said Premises are not at the date of this Lease, or at any time during said Lease's term, in good tenantable condition, the Lessor shall place said Premises in such condition within a reasonable time after notice in writing by the Lessee and shall maintain the same in good tenantable condition during the term of this Lease, breakage or damage caused, or permitted, by the Lessee, its agents, employees, members, invitees or visiting attorneys, or resulting from the failure of the Lessee, its agents or employees to observe due to care during the occupancy by the Lessee of said Premises excepted. Lessor agrees to proportional abatement of rent in the event the Premises or any portion thereof is not habitable during the Lease Term.

2. Lessor shall provide and pay for the following: (i) all electricity on the Premises as

may be reasonably required by the Lessee; (ii) all heat and air conditioning for said Premises, at all times the Henry J. Hyde Judicial Office Facility is open for business, and as weather and temperature conditions require; (iii) all necessary fixtures and equipment for electricity, heat and air-conditioning; and (iv) all necessary maintenance and repairs to all fixtures and equipment required for normal and ordinary usage excepting, however, fixtures and equipment damaged, broken, wasted or misused by reason of failure of the Lessee its agents, employees, members, invitees or visiting attorneys to observe due care. Lessor shall provide up to one (1) man-hour of janitorial services per working weekday to keep said Premises clean, tidy and sanitary. In the event Lessee requires extraordinary custodial services, Lessee may request additional work from Lessor's Facilities Management. The Lessor will perform extraordinary custodial services, at Lessee's sole expense.

3. The Lessor shall build, install and provide the improvements to the Premises listed on Exhibit C; which exhibit is attached and incorporated into this Lease. Said improvements shall be completed with ninety (90) days of the Term or any renewal Term (excepting the replacement of bulbs and, or, audio visual equipment, which work shall be done on an as needed basis).

C. The Lessor and Lessee further jointly covenant and agree that:

1. Either Party (acting as the "First Party") may terminate this Lease early by giving the other Party at least one hundred twenty (120) day notice, in writing, by official action of the Party's Board (Lessor's County Board or Lessee's Board of Directors) via a resolution, of the First Party's intent to terminate the Lease on or before a date certain, which termination shall be deemed effective on the termination date stated in the written notice.

2. Lessor shall only look to the DuPage County Bar Association for payment of rent or other charges authorized by this Lease that may become due and owing to Lessor, excepting that the Lessor shall also be entitled to insurance proceeds pursuant to Paragraph A.3, above.

3. 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, or, leases of publicly-owned properties, upon the Lessor's request

4. Any required notice shall be in writing and delivered to the following addresses and parties:

To LESSEE:

DuPage County Bar Association
Attn: Executive Director
126 S. County Farm Road
Wheaton, Illinois 60187
Facsimile transmittal number: (630) 653-7870
Email Address: email@dcba.org

To LESSOR:

DuPage County Facilities Management
Attn: Deputy Director
421 N. County Farm Road
Wheaton, Illinois 60187
Facsimile transmittal number: (630) 407-5701

Notices sent by mail shall be by registered or certified mail, postage pre-paid, and return receipt requested. Notices may be sent by facsimile transmittal to the facsimile transmittal numbers designated above, or to different numbers following notice of such change. 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.

5. The Parties 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 act.

6. In the event of any breach, 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 relieve the other Party of the requirement to give one hundred twenty (120) day notice for termination of this Lease in accordance with Paragraph C.1, above. Whenever a Party hereto has failed to timely cure a breach of this Lease, the other Party may terminate this Lease by giving ten (10) days written notice thereof to the breaching Party. Notwithstanding the above term, the Lessee's failure to maintain insurance in accordance with Paragraph A.3, above, shall be grounds for the Lessor's immediate termination of this Lease.

LESSOR: COUNTY OF DU PAGE

By: _____
DEBORAH CONROY
COUNTY BOARD CHAIRMAN

Date: _____

ATTESTED:

By: _____
JEAN KACZMAREK
COUNTY CLERK

Date: _____

LESSEE:

By: _____ Date: _____
BOARD PRESIDENT
DU PAGE COUNTY BAR ASSOCIATION

ATTESTED or NOTARIZED by:

EXHIBIT A

505 N County Farm Road
Suite D

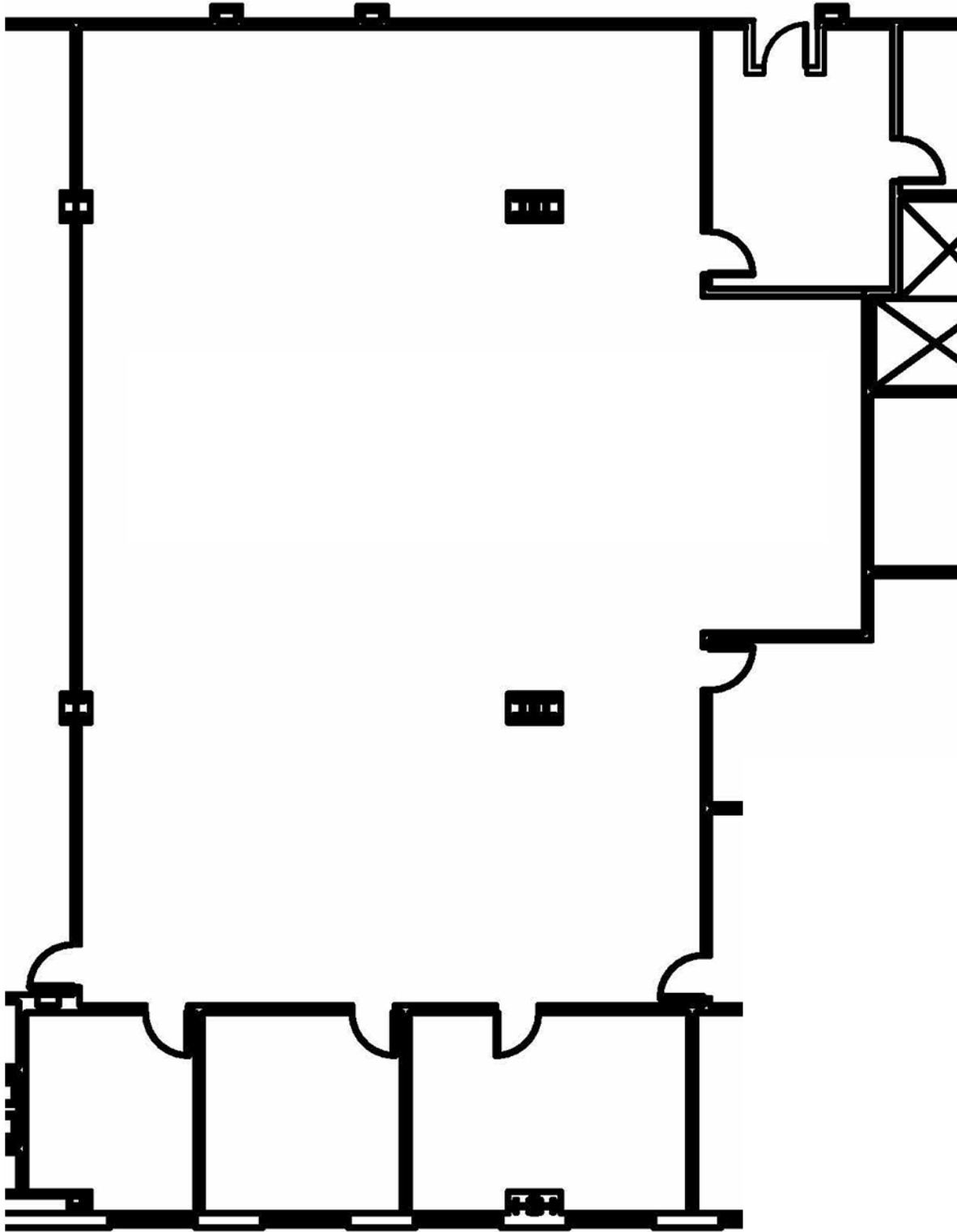


EXHIBIT B

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 the Lessor. On the directory board of the Henry J. Hyde Judicial Office Facility, Lessee may affix information pertaining to the Premises, but only of such color, size and style of a material as shall be specified by the Lessor in writing.

2. **EQUIPMENT:** The tenants shall not (without the Lessor's written consent) put up or operate any electric motor, machinery or stove upon the Premises nor carry on any mechanical business thereon nor use flammable fluid thereon. Lessee, or its agents and employees shall bring no explosives into said Premises. Lessee shall follow the Lessee's electrical appliance policy which prohibits, specifically, the use of holiday lights, toasters, coffeepots, space heaters, fans, personal refrigerators, microwaves and other electrical appliances. Smoking, burning of candles/incense, or an open flame for any reason is prohibited in the Henry J. Hyde Judicial Office Facility. Aerosols and non-approved cleaning chemicals are prohibited in the Henry J. Hyde Judicial Office Facility.

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 the Lessor. But if more than two (2) keys for any door lock are desired, the additional number must be paid for by the Lessee. Upon termination of this Lease, the Lessee shall surrender all keys for the Premises and pass cards for entry into the Henry J. Hyde Judicial Office Facility by Lessee's officers, officials and employees, but excepting attorney passes individually held by Lessee's officers, officials and employees.

4. **DELIVERY/RELOCATION OF GOODS:** All safes, furniture, boxes and other bulky articles shall be carried up into the Premises at such times and in such times and in such manner as shall be specified by the Lessor; the Lessor reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the building or to 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 the Lessee.

5. **SECURITY:** Lessee shall conform to security regulations as established by the Lessor, the Chief Judge of the Eighteenth Judicial Court, and the DuPage County Sheriff. The Lessor's Facility Management staff and Courthouse security personnel shall be permitted to keep a pass key and be allowed admittance to the Premises to respond to any emergencies and to permit security checks of the Premises from time to time.

6. **ELECTRICAL INSTALLATIONS:** In the event Lessee desires and modification or change or addition to the Premises' telephone lines, telecommunications wiring, cable or electrical

connections, the 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.

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

8. OBSTRUCTIONS: The Lessee shall not allow anything to be placed against or near any glass in the Premises which diminishes the light in the halls or corridors of Henry J. Hyde Judicial Office Facility. Lessee shall not place or store any objects, exhibits, or displays within the Henry J. Hyde Judicial Office Facility, and outside of the Premises, without the prior written consent of the Lessor.

9. THERMOSTATS: The 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.

11. ANIMALS/BICYCLES: No bicycle or other vehicle, and no dogs or other animals shall be allowed in the Premises, excepting specially trained "assistance" animals.

12. REVISED REGULATIONS: The 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.

13. BUILDING ACCESS: The Henry J. Hyde Judicial Office Facility shall be open at 7:00 a.m. and close shall close to the public at 5:00 p.m. daily, Monday through Friday, except on Court Holidays or in the event of closure due to weather, flooding, fire or other exigent event. The Premises shall be vacated and the hallway entrance thereto locked by 5:00 p.m.

14. SELLING OF GOODS AND SERVICES: The supply of goods and services for the convenience of the Lessee shall be furnished only by authorized representatives of the Lessor, or by those organizations granted special written authorization or permission by the Lessor. Lessee shall not utilize the Premises for the selling of any goods or services, but may solicit donations for charitable purposes.

15. CANVASSING: The Lessee shall not, nor shall it permit its employees or guests to, canvass or solicit any person within the Henry J. Hyde Judicial Office Facility, but excepting persons within the Premises.

16. REMOVAL OF PROPERTY: In the event the Lessee wishes to remove large, bulky or oversized personal property from the Premises, the Lessee shall first submit list all articles to be removed from the Premises using form furnished by the Lessor. Said list shall be presented to the office of the Department of Facilities Management for review. On the day of removal the Lessee shall inform the security detail for the Henry J. Hyde Judicial Office Facility of its activities.

Exhibit C

Improvements to the Attorney Resource Center (ARC)

The following improvements to the Premises shall be completed by the Lessor:

- Painting touch-ups throughout the Premises.
- Replacement of bulbs and, or, audio visual equipment, as necessary, throughout the term of the Lease but only using parts and materials supplied and paid for by Lessee.