

11/25/2009

91-R-09

A RESOLUTION

Authorizing the City Manager to Enter into a Lease Agreement with Sarah Kaiser for Studio B-9 at the Noyes Cultural Arts Center

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON,
COOK COUNTY, ILLINOIS:**

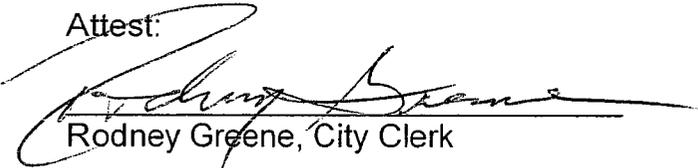
SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease agreement between the City of Evanston and Sarah Kaiser. Such lease shall be in substantial conformity with the Lease marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the leases as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution 91-R-09 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: December 14, 2009

EXHIBIT A

**Noyes Cultural Arts Center Lease Agreement with
Sarah Kaiser for Studio B-9**

NOYES CULTURAL ARTS CENTER LEASE

LESSOR: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

LESSEE: Sarah Kaiser
1930 Ridge Ave. #A407
Evanston, IL 60201
773-318-0163 (cell)
312-461-0600 (work)
sarahkaiser@hotmail.com

Studio Space No.	B9
Location	Basement
Square Feet	865.9
Additional Space	
Location	
Square Feet	
Previous Security Deposit	

Lease Year 1 03/01/2008 - 02/29/2009	
Rate(s) by location	
Annual Rent (Sq. ft. x rate)	\$
Additional Space Annual Rent (Sq. ft. x rate)	\$
Total Annual Rent	\$
Monthly Rent (Sq. ft. x rate per sq. ft./12 months)	\$
Security Deposit (one mo. rent)	\$
Adjust. Sec. Dep. (rent - previous sec. dep.)	N/A
Non Resident Surcharge	N/A
Community Service Year 1	\$

Rate per sq. ft. 2008-2009	
Basement	\$ 10.08
1st Floor	\$ 12.95
2nd Floor	\$ 11.51

Lease Year 2 01/01/10 - 02/28/10	
Rate(s) by location	\$10.58
Annual Rent (Sq. ft. x rate)	\$ 9,161.22
Total Annual Rent	\$ 9,161.22
Monthly Rent (Sq. ft. x rate per sq. ft./12 months)	\$ 763.44
Security Deposit (one mo. rent)	\$ 763.44
Community Service Year 2	
15% of Annual Rent (2 months)	\$ 229.04

Rate per sq. ft. 2009-2010	
Basement	\$ 10.58
1st Floor	\$ 13.60
2nd Floor	\$ 12.09

Lease Year 3 03/01/2010 - 02/28/2011	
Rate(s) by location	TBD
Annual Rent (Sq. ft. x rate)	TBD
Additional Space Annual Rent (Sq. ft. x rate)	Not to Exceed 10% Increase Year 2
Total Annual Rent	\$
Monthly Rent (Sq. ft. x rate per sq. ft./12 months)	\$
Security Deposit (one mo. rent)	\$
Adjust. Sec. Dep. (rent - previous sec. dep.)	N/A
Non Resident Surcharge	N/A
Community Service Year 3	\$

Rate per sq. ft. 2010-2011	
Basement	TBD
1st Floor	TBD
2nd Floor	TBD

PURPOSE: For and in consideration of the terms of this lease, Lessor agrees to lease Lessee space as diagramed in Appendix "A"

LESSEE: S Kaiser

DATE: 12/5/09

PURPOSE: For and in consideration of the terms of this lease, Lessor agrees to lease Lessees space as diagramed in Appendix "A", herein after referred to as the Leased Premises.

1. RENT. a. TO BE PAID ON OR BEFORE THE FIRST OF EACH MONTH, at the administrative office of the Noyes cultural Arts Center, (NCAC) 927 Noyes Street, Evanston, IL. 60201; or at the Evanston Recreation Department, (ERD) Evanston Civic Center, 2100 Ridge Avenue Evanston, IL. 60201.

b. This lease is for an option to renew for a second and third one-year term. The terms run (3/1/08 through 2/28/09 and respectively 3/1/09 through 2/28/10 and 3/1/10 through 2/28/11.) The rent for each term is set forth above. All lease provisions shall remain the same, except that 1) applicable new legislation shall be incorporated by reference; 2) Community Service requirements between Lessee and Lessor shall be renegotiated; 3) the rent shall increase by an amount to be determined solely by Lessor, but not to exceed ten percent (10%) of the previous year's monthly rent, and 4) Lessor reserves the right to revise the Lessee's insurance requirements as to type(s) of coverages and policy amounts. Spaces at the NCAC are leased at below market rates for comparable space. Prior to execution of this Lease, and within 10 days of the first month of any beginning term of this Lease, all Lessees must provide Lessor with a copy of their: IL AG900-IL - Illinois Charitable Organization Annual Report (if not-for-profit) or Federal Income Tax Return, 1040 Schedule C, 1120(s) or 1065 (if for profit).

c. The Lessee is liable for all lease fees, including any late fees or fees for additional services, and for any damage, upkeep or losses to the NCAC building furniture or equipment caused by Lessee's invitees or caused by or attributable to Lessee or its agents during the lease period. Additional fees include but are not limited to: parking fees, custodial overtime, utility fees, and other accrued charges. Lessor may bill other charges separately. See Appendix D.

2. LATE CHARGES. Late fees will be assessed for rent and all other invoiced charges in the amount of 10% of the invoice or \$50.00 whichever is greater. Late fees only apply if the administrative office of the NCAC or the ERD receives payment AFTER 5:00PM on the fifth day of each month for rent and/or if payment is received after 5:00PM on the due date as specified on the invoice for all other charges. Invoiced charges may also be placed in the rent drop box slot located ~~in~~ on the bottom portion of the door of the NCAC administrative office (room 100) by 5:00 p.m. on the due date specified on the invoice. See Appendix D for "Other Costs."

Assessed late fees not paid by the due date specified on the invoice will be billed double the amount on the next billing cycle.

LESSEE

S Kaiser

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Lessee's failure to make the necessary repairs by the due date. Lessees are required upon lease termination to leave space in the same or better condition than at beginning of lease. Normal wear and tear excepted. See Appendix C.

6. MACHINERY, HOUSING ACCOMODATIONS, INFLAMMABLES, WATER. a. Unless the Lessor gives prior written consent in each and every instance, the Lessee shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about the Leased Premises or carry on any mechanical business therein, or use the Leased Premises for housing accommodations or lodging or sleeping purposes, or do any cooking therein or install or permit the installation of any vending machines, or use any illumination other than electric light, or use or permit to be brought into the NCAC any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosive or other articles hazardous to persons or property.
- b. The Lessee shall not waste water by tying, wedging or otherwise fastening open, any faucet.
- c. The Lessee shall not install in the Leased Premises any equipment which uses a substantial amount of electricity without the prior written consent of the Lessor.

7. ALTERATIONS. The Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or additions to the Leased Premises or the Noyes Cultural Arts Center, or do any nailing, boring or screwing into the ceilings, walls or floors, without the Lessor's prior written consent in each and every instance. Unless otherwise agreed by Lessor and Lessee in writing, all such work shall be performed either by or under the direction of the Lessor, but at the cost of Lessee. The Lessee shall furnish the following to the Lessor for approval before commencement of the work or delivery of any materials onto the Leased Premises or into the Noyes Cultural Arts Center:

- a) plans and specifications;
- b) names and addresses of contractors;
- c) copies of contracts;
- d) necessary permits including, but not limited to, electrical;
- e) indemnification in form and amount satisfactory to Lessor and certificates of insurance from all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions and naming Lessor as an additional insured.

The Lessor's decision to refuse or approve such consent shall be conclusive. Whether the Lessee furnishes the Lessor the foregoing or not, the Lessee hereby agrees to hold the Lessor and its respective agents and employees harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions. Any mechanic's lien filed against the Leased Premises, or the NCAC of which the same form a part, for work claimed to have been furnished to the Lessee shall be discharged of record by the Lessee within ten (10) days thereafter, at the Lessee's expense. Upon completing any alterations or additions or at

LESSEE

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determines otherwise prior to installation, and notifies Lessee in writing of said determination. Improvements made by the Lessee to the studio are fixtures if they require removal and/or replacement of an existing fixture, installations into or on the foundation, walls, ceiling, floors and windows.

9. TERMINATION.

a. Any party hereto may terminate this lease upon written notice to the other party hereto, said notice to be delivered not less than ninety (90) days prior to the first day of the month of the contemplated termination. See Appendix F.

b. Lessor may terminate this Lease for cause. "Cause" is a material breach of the Lease which in Lessor's sole judgment is inimical to the public interest, including, but not limited to failure to pay rent, to provide all required insurance and indemnity performances and actions inconsistent with the public ownership of the Leased Premises and actions which create or may create a hazard to the public health, welfare and safety. Lessor will provide Lessee an opportunity to cure any default. Cure period may be up to 30 days; however, a method and schedule to cure must be provided to the Director of Parks/Forestry & Recreation in writing within 24 hours of Lessor's notification to the Lessee. Lessee understands that there is no entitlement to a 30-day cure period. If Lessee has, in Lessor's judgment made substantial progress toward effecting a complete cure, then Lessor may grant an additional cure period, of no more than 15 days. Thereafter, if the cure is not effected, Lessor may terminate this Lease with 30 days notice to Lessee unless the "cause" is aforescribed hazard to the public, in which case Lessor may terminate the Lease with five (5) days notice.

c. Notwithstanding anything to the contrary elsewhere in this document, if Lessee fails to maintain all insurance as required by this Lease, Lessee shall, upon written notice from Lessor, cease all operations immediately and shall have no access whatsoever to its Leased premises. Lessor shall have no liability to Lessee for any claim of lost profits, revenues or lost opportunities. Lessor may, but is not obligated to, give Lessee an opportunity to comply with the insurance requirements of this Lease. In such event, Lessor reserves the right to increase required policy limits and/or to require Lessee to purchase additional types of insurance if doing so is in the interests of the public welfare. Any cure period Lessor gives regarding insurance may be given in increments of one business day. Any cure period given does not obligate Lessor to give additional cure period(s). Lessor shall have the option of declaring the Lessee in default for failure to comply with the insurance requirements of this Lease. In the event Lessee fails to provide satisfactory evidence of insurance and Lessor has denied access, Lessee is still liable for rent of the Leased Premises and other charges as assessed.

10. NON-RENEWAL. Notwithstanding the provision of paragraph 10 of this lease, Lessor may decline to renew any lease, upon 21 days written notice to the Lessee or sooner, in the event, in Lessor's sole determination, Lessee's use creates a hazard to the public health, welfare, or safety. Lessee shall be afforded the opportunity to cure defects and/or hazards prior to non-renewal or termination of lease

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DATE

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term of this lease, 3/1/09 through 2/28/10 and 3/1/10 through 2/28/11. The Certificate must name the Lessor/Owner as an additional insured with an insurance company acceptable to the Lessor and it shall be the responsibility of the Lessee to furnish the Director of Parks/Forestry & Recreation or designee with updated, original Certificates of Insurance covering the current lease term. The City of Evanston must be named as the Certificate Holder. Updated Certificates must be received not later than the current Certificate expiration date of 2/29/08 or 2/28/09. Lessee and Sublessee shall furnish, where requested, a certified copy of the policy to the Lessor. Lessee will instruct the Insurance company to notify Lessor of any changes or cancellation of Policy. The Policy will provide, in the event the insurance should be changed or cancelled, such cancellation shall not be effective until thirty (30) days after the Lessor has received written notice from the insurance company(s). An insurance company having less than an A plus Policyholder's Rating established by the Alfred M. Best Company will not be acceptable.

All Lessees must provide evidence satisfactory to the City of Evanston of compliance with the insurance requirements of this Lease before or at the signing of a new Lease and before renewing a Lease.

13. ADDITIONAL INSURANCE. Lessor reserves the right to require additional insurance from Lessee and any Sublessees because of any increased risk, improvements made by Lessee or any Sublessees or liability not satisfactorily covered, in Lessor's sole opinion, by the above insurance requirements, and lessee agrees to promptly provide same.
14. AMERICANS WITH DISABILITIES ACT (ADA). All Noyes Resident Artist classes, programs and activities are subject to all applicable laws regarding non-discrimination, including the ADA. ADA prohibits discrimination on the basis of disability. Reasonable accommodations must be made in all NCAC activities and services to enable participation by an individual with a disability. Compliance with the ADA in respect to Lessee/Sublessee's activities is the responsibility of Lessee/Sublessee.
15. NON-LIABILITY OF LESSOR. Lessor will neither be liable for any damage nor loss of revenue occasioned by failure to keep the building in repair, or for lights and fuses and any problems associated with electrical malfunctions, nor if the heat is not operating properly, nor for any damage or loss of revenue caused or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewage of the bursting, leaking or running of any pipes, tank, or plumbing fixtures, in, above, upon or about the building, nor for any damage or loss of revenue caused or occasioned by water, snow or ice being upon or coming through the roof, skylights, trap or neglect of any owners or occupants of adjacent or contiguous property, or by public or private nuisances, regardless of cause or sources.
16. FIRE/CASUALTY. If a substantial portion of the Leased Premises or the NCAC is made untenable by fire or other casualty, Lessor may elect to:

A 1. Provide available comparable space within the Noyes Center, or repair premises within sixty (60) days. If Lessor elects the repair

LESSEE

S. Kaiser

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potentially harmful products, devices, or materials on the Leased Premises by Lessee, its agents, employees, students, or any individuals under the care, control or tutelage of Lessee shall be governed by the Occupational Health and Safety Act of 1980 as now or hereafter amended.

18. SECURITY DEPOSIT. Lessee agrees to deposit with Lessor a sum equal to one month's rent upon the execution of this Lease, as security for the full and faithful performance by Lessee of each and every term, provision, covenant, and condition of this Lease. If Lessee defaults in respect to any of the terms, provisions, covenants and conditions of this Lease including, but not limited to, payment of the rent, Lessor may use, apply, or retain the whole or any part of the security deposited for the payment of any such rent in default, or for any other sum which the Lessor may expend or be required to expend by reason of Lessee's default including, without limitation, any damages or deficiency in the reletting of the Leased Premises whether such damages or deficiency shall have accrued before or after any re-entry by Lessor. If any of the security shall be so used, applied or retained by Lessor at any time or from time to time, Lessee shall promptly, in each such instance, upon rendition of an invoice and/or on written demand therefore by Lessor, pay to Lessor such additional sum as may be necessary to restore the security to the original amount set forth in the first sentence of this paragraph. Except as otherwise required by law, Lessee shall not be entitled to any interest on the aforesaid security. In the absence of evidence satisfactory to Lessor of an assignment of the right to receive the security or the remaining balance thereof, Lessor may return the security to the original Lessee, regardless of one or more assignments of this Lease. Upon the transfer of Lessor's interest under this Lease, Lessor's obligation to Lessee with respect to the security deposit shall terminate upon assumption of such obligation by the transferee.
19. ATTORNEY'S FEES. Lessee shall pay and discharge all costs, attorney fees and expenses that shall be made and incurred by Lessor in enforcing the agreements of this lease and all the parties to this lease agree that the agreements herein contained shall be binding upon, apply, and inure to their respective successors and assigns.
20. LIENS. Lessee shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the NCAC, the Property, the Leased Premises, or any part thereof arising out of work performed or alleged to have been performed by, or at the direction of, or on behalf of Lessee. If any such lien or claim for lien is filed, Lessee immediately either shall have such lien or claim for lien released of record or, if Lessee desires to contest the amount or validity thereof, shall deliver to Lessor a bond in form, content, amount and issued by a surety, satisfactory to Lessor, indemnifying Lessor and others designated by Lessor against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Lessee fails to have such lien or claim for lien so released or to deliver such bond to Lessor, Lessor, without investigating the validity of such lien, may pay or discharge the same and Lessee shall reimburse Lessor upon rendition of an invoice for the amount so paid by Lessor, including Lessor's expenses and attorneys' fees.

LESSEE

J. Kaiser

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23. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

a) if the City, to: Director of Parks, Recreation & Forestry
 City of Evanston
 2100 Ridge Avenue
 Evanston, Illinois 60201
 Fax (847) 448-8051
 Phone (847) 866-2914

with a copy to: Law Department
 City of Evanston
 2100 Ridge Avenue
 Evanston, Illinois 60201
 Fax (847) 448-8093
 Phone (847) 866-2937

b) if the Lessee, at the address first above written.

24. RIDERS. All riders attached to this Lease and initialed by the Lessor and the Lessee are hereby made a part of this Lease.

25. MISCELLANEOUS

a. Applicable Law. Lessee agrees to observe all applicable legislation and regulations in its tenancy and use of the Leased Premises. The law of Illinois, including its conflicts of law provisions, shall apply to interpretation and enforcement of this Lease.

b. Litigation. In the event of litigation or claims(s) against the City arising out of this Lease by anyone other than the Lessee, the Lessee shall cooperate fully with the City. In the event of litigation between the parties to this lease, the parties waive trial by jury. Venue shall be within Cook County, Illinois.

c. Severability. In the event any provision(s) of this Lease are found by a court of competent jurisdiction to be in violation of applicable law, provision(s) unaffected thereby shall be in effect.

LESSEE
S Kaiser

DATE
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APPENDIX A

FLOOR PLAN

NOTE: Area marked in red on the floor plan above represents the path(s) to use during evacuation of the building in case of fire or fire alarm. See Appendix C, #18.

Shaded areas on the floor plan(s) above represent space(s) Lessor has agreed to lease to Lessee, to be used for: _____

and reasonable related activities of Lessee with prior written approval by the Director of Parks/Forestry & Recreation or designee.

LESSEE
S. Kaiser

DATE
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APPENDIX B
COMMUNITY SERVICE REQUIREMENTS
FOR
01/01/10 through 02/28/10

REQUIRED AMOUNT: \$ 229.04

TOTAL APPROVED: \$229.04

Will coordinate an art workshop with participants in the Youth Umbrella Organization after school program.

COMMUNITY SERVICE. All Community Service Proposals for each upcoming term must be submitted by December 1st of each year, and must be renegotiated and approved in advance of the second (3/1/09-2/28/10), and third (3/1/10-2/28/11) terms of the lease.

In the event the Lessee does not satisfactorily perform said Cultural Community Service, as outlined above during the term of the lease, the Lessee shall pay Lessor a prorated sum based on the value of the outstanding requirement that shall not exceed 15% of the total annual rent. Said prorated sum will be billed to Lessee. Community Service Activity Report forms must be submitted to the Director of Parks/Forestry & Recreation or designee no later than ten (10) days after the completion of the approved Community Service activity. Subsequent renewal of this lease shall be conditioned upon the completion of said Community Service in a manner satisfactory and acceptable to the Lessor and any other conditions as established by the Lessor and communicated in writing to Lessee.

In the event fewer than all Co-Lessees terminate this Lease, upon request of the remaining Lessee, or Lessor, the Director of Parks/Forestry & Recreation or designee can require the terminating Lessee to perform its obligated Community Service requirements prior to the termination date. If the terminating Lessee does not perform its obligated Community Service requirements prior to Lease termination, the terminating Lessee will be billed, and must pay prior to termination, the sum of the unperformed community service obligation and any other charges accrued to Lessee or accrued by Lessor as a result of unperformed obligations.

LESSEE

Sarah Kaiser

DATE

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APPENDIX C

GENERAL RULES AND REGULATIONS

CONDITIONS: Lessee and its staff, students, visitors, and patrons agree to follow and obey the General Rules and Regulations of the Noyes Cultural Arts Center (NCAC). Said Rules and Regulations are listed below and subject to modification as distributed and/or posted.

1. REQUIRED USAGE. Each Lessee/Sublessee/co-lessee is required to use the leased premises a minimum of 25 hours weekly. Under use of the leased space may result in termination of this lease.

2. SURCHARGE. a. All non-Evanston Residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sublessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sublessee only if and when the Sublessee assumes the remainder of the entire lease or a co-lease, or upon lease termination by Lessee or Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this lease.

b. Monthly rental charges assessed to Sublessees will not be in excess of one-half the rent charged Lessee by Lessor. A written sublease agreement between Lessee and Sublessee must be given to Lessor covering the lease terms prior to Sublessee's use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sublessee to Lessee. Community service obligations assessed to Sublessee are in addition to the full obligation assessed to Lessee. Therefore, the community service obligations assessed to Lessee will not decrease as a result of a sublease.

3. RESIDENT. For purposes of this lease, an individual is a "resident" of Evanston if his/her current driver's license and voters registration cards show an Evanston address. Parties must notify the Director of Parks/Forestry & Recreation or designee in writing within ten (10) days of any address change. Upon request of the Director of Parks/Forestry & Recreation or designee anytime, Lessee must promptly present a current driver's license, voter's registration card, utility bill and any other proof of residency required by the Lessor. Failure to submit notification of a non-Evanston residency will result in a retroactive assessment to include applicable late fees for each month or portion of any month for which a non-Evanston residency was established.

LESSEE

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tenant/lessee expense.

- E. A copy of a certificate of liquor liability insurance, naming the city as additional insured in the amount of three million dollars (\$1,000,000.00) for the period during which liquor will be sold.
- F. The fee for a Class X liquor license shall be fifty dollars (\$50.00) for tenant/lessee and shall be deposited with the application.
- G. No more than one such license shall be granted at NCAC per day.

7. ACCIDENTS & POLICE REPORTS. a. Any incident/accident occurring to anyone at the NCAC whether medical attention is received or not given, while attending an activity under the direction of Lessee and/or staff member of Lessee, or pre approved user by the Lessor whether occurring in a lessee's studio space, Community Use Rental space or public area of the NCAC, must be reported on an Accident Report form obtained at the administrative office of the NCAC. Such reports are to be submitted to the Director of Parks/Forestry & Recreation or designee no later than 5pm the next City of Evanston business day or sooner following the accident.

b. Lessee is responsible for reporting to the Director of Parks/Forestry & Recreation or designee no later than the next City business day all incidents under the direction of Lessee and/or staff member of Lessee, occurring at the NCAC and/or on the NCAC grounds (Tallmadge Park adjacent to the NCAC) which result in a Police Report being made by the Evanston Police Department. Upon completing the Police Report, obtain from the Reporting Officer a card bearing the case number. Lessee will obtain a copy of the Police Report, and submit it to the Director of Parks/Forestry & Recreation or designee not later than 5pm the next City of Evanston business day or sooner after the Police Report is available.

8. OBSTRUCTIONS. Lessee will not use, or store at any time, any belongings in any non leased space, or public areas of the NCAC without prior written consent of the Director of Parks/Forestry & Recreation or designee, or in any leased or non-leased space in violation of City of Evanston Fire Prevention Code F-601.1 "Obstructions," as it may be subsequently amended: "A person shall not at any time place an encumbrance of any kind before or upon any fire escape, balcony or ladder intended as a means of escape from fire. The means of egress from each part of the building, including stairways, egress doors and any panic hardware installed thereon, aisles, corridors, passageways and similar elements of the means of egress, shall at all times be maintained in a safe condition and shall be available for immediate use and free of all obstructions." Failure to observe the provisions of this paragraph may subject the lessee to a fine of up to \$750.00 per day/per violation and/or to non-renewal of this lease.

b. Lessee will not display its furnishings in any non-leased space without prior written approval of the Director of Parks/Forestry & Recreation or designee, and will not allow its staff, students, patrons or participants to conduct any practice event or events related to Lessees activities in the public areas of the NCAC. Failure to

LESSEE

S. Kaiser

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by individuals other than the Lessee, the Lessee is required to submit an "Access Form" available at the office, authorizing that individual

access. Lessee will forever hold Lessor/Owner harmless for any actions and/or omissions of individuals, and for any damage to, or loss of, contents of Lessee's studio(s), mail or mailboxes.

b. Keys are always the property of the City of Evanston/Lessor. Lessee will receive two keys free of charge affording access to only the particular areas leased hereunder. See lease provision 8. The Lessor prohibits the reproduction of keys. Lessee and those holding keys under Lessee will not reproduce keys. The office of the Center will maintain records of all keys issued and returned. Keys will only be ordered and issued when the office receives a written request from the Lessee or by those names listed on Lessee's prior written authorization. The Lessee or its authorized agent will receive notification when keys are ready to be picked up. Only the individual receiving the key(s) can sign for that key(s). There will be a \$3.00 charge per key for all keys except in cases where the Lessor incurs a charge more than \$3.00 per key to reproduce. Payment(s) for keys must occur at the time the individual receives the key(s). Upon lease termination date, in compliance with Paragraph 4, Lessee will pay any cost relating to the lock/core repair or replacement if Lessor requests this change or if all keys issued under Lessee's or Lessee's designees authorization are not returned or anytime during this lease if the Director of Parks/Forestry & Recreation or designee, determines that any such replacement is necessary. No part of Lessee's Security Deposit will be returned until all property of the City of Evanston has been returned and all obligations are fulfilled in accordance with the provisions recited in this lease.

13. STORAGE, DANGEROUS MATERIALS. a. It shall be unlawful and shall constitute grounds for immediate termination of this lease if Lessee engages in any activity involving the handling, storage, or use of materials or substances which are flammable or of materials, substances, or devices which are hazardous, as defined in section F2302.0 of the BOCA National Fire Prevention Code of 1993, or to maintain, store, or use any such flammable or hazardous materials or to conduct processes producing such flammable or hazardous conditions, except with the prior written request and prior written approval of the Director of Parks/Forestry & Recreation or designee, and the Evanston Fire Department and in accordance with all applicable legislation. The code is strictly enforced., Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.

b. Lessee will not use or permit the use or storage on the premises of materials for which ventilation is required for safe usage without the prior written consent of Lessor or the Director of Parks/Forestry & Recreation or designee. Lessee will store all potentially dangerous and/or flammable materials in a fireproof cabinet(s) and/or fireproof container(s) at all times when not in use. The decision of the Lessor, or Director of Parks/Forestry & Recreation or designee with reference to the nature of the materials and its safe usage shall be conclusive.

LESSEE

S. Kaiser

DATE

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this lease resulting in termination.

16. COMBUSTIBLES. All combustibles are to be kept a minimum of three feet away from electrical equipment. All combustible and flammable materials shall be stored in accordance with Fire Code. It is the responsibility of the Lessee to provide the appropriate storage cabinets. The code is strictly enforced. Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.
17. EXTENSION CORDS. Extension cords are permitted as long as acceptable load limits are not exceeded. "Fire Prevention Code Section F-310.5 Extension Cords: Extension cords and flexible cords shall not be a substitute for permanent wiring." If space heaters are continued to be used, permanent wiring shall be installed. Surge protectors can be used only in relationship to operate office computer related equipment.
18. FIRE EVACUATION PLAN. It will be the Lessee's responsibility to post in its studios a copy of the fire evacuation plan and to inform its studio users of the evacuation plan. When the Fire Alarm sounds, whether it is a fire, false alarm, or fire drill, everyone is to evacuate the Center immediately and safely. Leased spaces are to be left unlocked in case Fire Fighters need access. The meeting place during fire emergencies is Tallmadge Park, just north of the NCAC parking lot. Individuals other than the Fire Department and designated authorities are not to block and/or occupy the parking lot, pavement areas or sidewalks around perimeter of the Center. Everyone is to remain on the Tallmadge Park grounds grass area until advised otherwise by either the Fire Department or Staff. The code is strictly enforced. Violations are punishable by fines up to and including \$750.00 and may constitute a breach of this lease resulting in termination.
19. ELEVATOR AND CHAIR LIFT. The Elevator and chair lift are to be used to transport passengers only.
20. LESSEE/CO-LESSEE. In the event a co-lessee (not Sublessee) terminates its lease, the Lessor will determine if the space will be put on the market for lease or accept the remaining party as the sole leaseholder of the space. See Appendix F. The remaining party can request approval from the City of Evanston that another party be approved to either sublease or co-lease for the duration of the lease term or shorter term. All guidelines outlined in the NCAC's Studio application packet must be adhered to. Full compliance includes full payments for Security Deposits, Community Service Activity, rent, as well as all other obligations imposed hereunder by this lease. Upon the Director of Parks/Forestry & Recreation or designee's direction or upon the request of the remaining Lessee, the Director of Parks/Forestry & Recreation or designee can require the terminating Lessee to perform their obligated Community Service requirements at an arranged rescheduled time or prior to terminating and/or prior to the lease termination date. If the terminating Lessee does not perform its obligated Community Service requirement, the terminating Lessee will be billed and will promptly pay the sum of the unperformed obligation.
21. ENTRY BY LESSOR. Lessee shall not unreasonably withhold consent to the

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Lessee understands, and will inform its staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired drivers license. Resolution of all parking citations issued to Lessee for the NCAC lot is a prerequisite to renewal of this Lease.

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Appendix D

FY 09/10	FEE	DESCRIPTION	NOTES
AIR CONDITIONERS & AIR HANDLING UNITS	\$ 91.00	Monthly fee for studios ranging between 1-500 sq. ft.	
" "	\$ 122.00	Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.	
" "	\$ 152.00	Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.	
" "	\$ 181.00	Monthly fee for studios over 2,000 sq. ft.	
KEYS	\$ 5.00	First two (2) keys to all Leased spaces with a Lessor installed lock are free.	
KILNS	TBA	Monthly fee for tabletop models	
"	TBA	Monthly fee for floor models	
NOYES GALLERIES	\$ 40.00	Hourly rate for all users	
PARKING - LOT #51	\$ 26.00	Monthly fee for each permit for Leaseholders & Sublessees	
" " "	\$ 16.00	Monthly fee for all non-Leaseholders & Sublessees	
" " "	\$ 3.00	Daily fee for each permit	
SERVICE (UTILITY) FEE	\$ 66.00	Flat daily rate for all users if Bldg. is occupied other than normal Bldg. hours. See Appendix E.	
STUDIO #106	\$ 20.00	Tenant rate/hourly for performances relative to lease	Same rate if Theatre is used
" "	\$ 20.00	Tenant rate/hourly for all other arts activities relative to lease	Same rate if Theatre is used
" "	\$ 40.00	Tenant rate/hourly for reception relative to Lessee's approved activities.	
OBSERVED HOLIDAYS 2009			
• Memorial Day, Monday, May 25, 2009			
• Fourth of July, Friday, July, 2009			
• Labor Day, Monday, September 7, 2009			
• Thanksgiving (Thursday, November 26, 2009) and the day after Thanksgiving (Friday, November 27, 2009)			
• Christmas Eve (Thursday, December 24, 2009) and Christmas Day (Friday, December 25, 2009)			
• New Year's Day, Friday, January 1, 2010			

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combined to calculate the use of air conditioners for more than one leased space. Fees will not be prorated for partial month's use of air conditioners or air handling units. Additional monthly fees will be assessed to Lessee if air conditioners and/or air handling units are used during other months and will not be prorated. Air conditioner units can be left in windows if prior written permission is obtained from the Director of Parks/Forestry & Recreation or designee. Air conditioning units must be properly insulated to minimize energy exhaustion as determined by Lessor. Failure to remove air-conditioning units from October 1st through May 31st of each year will result in an assessment of usage charge for each month or any portion of a month the air-conditioning units are installed. See attached (Appendix D Utility Fees and Other Charges Associated with NCAC)

5. ASSOCIATED EXPENSES. If for any reason attributable to Lessee or those holding under Lessee, a Noyes staff member, Facilities Management staff, Contractor/Sub-Contractor, or agent of the City of Evanston has to return to the n holidays or after the employee's normal work shift(s), Lessee will incur the cost of that employee's salary, plus any charges imposed on or billed to the /CITY OF EVANSTON by service agencies such as the Security Alarm Contractors, the Evanston Police and/or Fire Department, or any other charge the City incurs as a result of such extra work.

Lessee shall pay all costs associated with, but not limited to: telephone installation(s) or other telephone service(s), parking permits, custodial and/or staff overtime charges, and other charges as outlined in this lease or necessitated by the nature of Lessee's/Sublessee's activities or actions. Prior written approval is needed from the Director of Parks/Forestry & Recreation or designee in order to perform any licensed trade work, such as but not limited to additional electrical power provided to Lessee's studio(s), installation or relocation of electrical outlets, plumbing, carpentry work, set building for performance productions, any and all construction of temporary or permanent installations connected to or resting on the foundations walls, ceilings, floors and/or existing surfaces prior to and during Lessee's lease of the space. All such work must be performed pursuant to applicable permits and in accordance with all applicable legislation. Lessee's failure to obtain prior written approval and/or applicable permits before performing any licensed trade work may at Lessor's option constitute a material breach of this Lease and result in termination of this lease.

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APPENDIX F

TERMINATION OF ONE CO-LESSEE

In the event fewer than all Co-Lessees terminate this Lease, the remaining Lessee can request approval from the Lessor that another party be approved to either sublease or co-lease for the duration of the lease term. All guidelines outlined in the Studio application packet must be adhered to. If remaining Lessee (co-lessee, not Sublessee) is the only person now on the Lease and is not an Evanston resident, said non-Evanston resident is eligible to be accepted as the sole Lessee by the Lessor and/or through termination date of the lease. The non-Evanston resident will assume the 20% surcharge for the entire space if they are accepted as the sole Lessee and the surcharge will not exceed cost applicable to total square feet of leased space. If the remaining party was approved as a Sublessee, the Sublessee's term will end at the same time the Lessee's term ends and the Leased Premises will be placed on the market. The Sublessee may reapply along with other applicants applying for the Leased Premises.

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APPENDIX H

MISCELLANEOUS DEFINITIONS

<u>TERM</u>	<u>DEFINITION</u>
ADA	Americans With Disabilities Act
(ERD)	Evanston Parks/Forestry & Recreation Department
(its)	His/Her/Their
(LESSEE)	Lease Holder: Lessees, Co-Lessees, Sublessees
(LESSOR)	City of Evanston
(NCAC)	Noyes Cultural Art Center
(OSHA)	Occupational Health and Safety Act of 1980
(RESIDENT)	If current drivers license and voters registration card shows residency in Evanston

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