

7/14/2010

48-R-10

A RESOLUTION

**Authorizing the City Manager to Enter into a Co-Lease Agreement
with Sarah Kaiser and Elena Kaiser
for use of Studio B9 at the Noyes Cultural Art 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 co-lease agreement between the City of Evanston and Sarah Kaiser and Elena Kaiser. Such co-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 lease as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution 48-R-10 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: July 26, 2010

EXHIBIT A

Noyes Cultural Arts Center Co-Lease Agreement for Studio #B9

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
Elena Kaiser
3140 Harrison
Evanston, IL 60201
847-332-2377
847-337-2377
kaiser.elena@comcast.net

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.)		
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		08/01/2010 - 02/28/2011
Rate(s) by location	\$	10.90
Annual Rent (Sq. ft. x rate)	\$	9,438.31
Additional Space Annual Rent (Sq. ft. x rate)		
Total Annual Rent	\$	9,438.31
Monthly Rent (Sq. ft. x rate per sq. ft./12 months)	\$	786.53
Security Deposit (one mo. rent)	\$	786.53
Adjust. Sec. Dep. (rent - previous sec. dep.)	\$	23.09
Community Service Year 3		
15% of Annual Rent	\$	1,415.75

Rate per sq. ft. 2010-2011	
Basement	\$ 10.90
1st Floor	\$ 14.01
2nd Floor	\$ 12.45

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

LESSEE: _____



DATE: _____

6/23/10

3. MOVING. If Lessor requires vacation of the Leased Premises and relocation within the NCAC, excluding an emergency, Lessor will give Lessee sixty (60) days written notice. The Lessor will arrange for, and bear the cost of, moving lessee's contents (excluding computers, wiring, and telephone(s) into a comparable space with comparable amenities within the NCAC. If a comparable space is not available or if Lessee/Sublessee does not accept the space offered by Lessor, Lessee/Sublessee will vacate the Leased Premises by the end of the 60-day notice period. If Lessee fails to vacate by the date determined in writing from Lessor, Lessee will be charged a \$25.00 per day storage fee or a daily storage fee based on the per diem cost of the leased space whichever is greater.

4. CONDITION AND UPKEEP OF LEASED PREMISES. "Premises" means the space leased and any other portion(s) of the NCAC used by Lessee pursuant to the terms of this lease. Lessee has examined and knows the condition of said premises and has received the same in good order and repair, and acknowledges that no representations to the condition or repair thereof have been made by the Lessor or his agent prior to or at the execution of this lease that are not herein expressed or endorsed hereon. The Lessee's taking possession shall be conclusive evidence as against the Lessee that the Leased Premises were in good order and satisfactory condition when the Lessee took possession except for a list of items to be completed or repaired, signed by Lessor and Lessee prior to Lessee's occupancy. No promise of the Lessor to alter, remodel, decorate, clean or improve the Leased Premises or the NCAC and no representation respecting the condition of the leased Premises or the NCAC have been made by the Lessor to the Lessee, unless the same is contained herein, or made a part hereof.

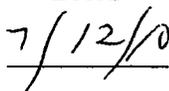
5. CARE, MAINTENANCE AND CUSTODIAL SERVICES. The Lessee shall, at the Lessee's own expense, keep the Leased Premises in good condition and shall pay for the repair of any damages caused by the Lessee, its agents, employees or invitees. The Lessee shall keep the Leased Premises in clean condition and presentable to the public. The Lessee shall pay the Lessor for overtime and for any other expense incurred in the event that repairs, alterations, decorating or other work in the Leased Premises are not made during ordinary business hours at the Lessee's request.

Lessee will keep said premises, including all walls, surfaces and appurtenances, in good repair. At no time shall Lessee move, remove, handle, injure, or disturb any property not theirs on or in the leased premises. Lessee shall be responsible for repairs, damages and losses for damages sustained outside the leased premises attributable to lessee's activities, or invitees. All damage must be reported in writing to the Director of Parks/Forestry & Recreation or designee by the next City business day. Repairs by Lessee must have prior written approval by the Director of Parks/Forestry & Recreation or designee and must occur within thirty (30) days of such approval unless the Director of Parks/Forestry & Recreation or designee gives a prior written request or grants approval for an extension beyond the thirty (30) days. If Lessee fails to make the necessary repairs by the date determined by Lessor, Lessor has the option to make the necessary repairs and Lessee agrees to promptly pay for those repairs upon rendition of an invoice by Lessor. Lessor may terminate this lease for

LESSEE



DATE



the request of the Lessor, the Lessee shall furnish the Lessor with contractors' affidavits and full and final waivers of lien and use. All alterations and additions shall comply with all insurance requirements and with all ordinances, regulations, laws and other requirements of any pertinent governmental authority. All alterations and additions shall be constructed in a good and workmanlike manner and good grades of materials shall be used.

All additions, decorations, fixtures, hardware, non-grade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises, whether placed there by the Lessee or by the Lessor, shall, unless the Lessor requests their removal, become the Lessor's property and shall remain upon the Leased Premises at the termination of this Lease by lapse of time or otherwise without compensation or allowance or credit to the Lessee. If, upon the Lessor's request, the Lessee does not remove said additions, decorations, fixtures, hardware, non-grade fixtures and improvements, the Lessor may remove the same and the Lessee shall pay the cost of such removal to the Lessor upon demand.

8. LESSEE NOT TO MISUSE, SUBLET, ASSIGN.

a. Lessee will not allow said Leased Premises to be used for any purpose other than that specified in Appendix A and only for Lessee's activities for the Leased Premises. Lessee will not allow said Premises to be occupied in whole or in part by any other person for reasons not approved in writing in advance by the Director of Parks/Forestry & Recreation or designee and will not assign or sublet the same nor any part thereof, nor lend, transfer, reproduce or give out keys for any door other than those provided by the Lessor without the prior written consent of the Director of Parks/Forestry & Recreation or designee. No locks or similar devices, other than those provided by the Lessor, shall be attached to any door.

b. This Lease may not be assigned by either party without the prior written consent of the other;

c. This Lease shall be construed and interpreted under and in accordance with laws of the State of Illinois; and

d. This Lease shall constitute the entire understanding of the parties hereto, superseding any and all prior agreements, whether written or oral.

e. Lessee shall not co-produce, sponsor, or co-present additional programs, whether or not they generate revenue.

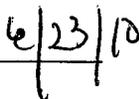
f. Lessee understands and agrees the Leased Premises are public property and that all activities and productions must be consistent with this public status. Slanderous, libelous, obscene, unlawful, hazardous actions are prohibited. Any violation of this provision may, at the Lessor's option, be a material breach of the lease. See Appendix C.

g. Lessee shall not permit any, alteration, renovation, installation, or additions to any part of Leased Premises or in the public areas of the NCAC except by the prior written consent of the Director of Parks/Forestry & Recreation or designee. The cost of all such alterations and additions to said premises shall be borne by Lessee, and shall be performed in accordance with all applicable legislation and may require Lessee to provide Lessor in advance of such work with insurance in type, form and amount satisfactory to Lessor. Fixtures shall remain for the benefit of Lessor unless Lessor

LESSEE



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upon written request by Lessee and with written approval by the Director of Parks/Forestry & Recreation or designee, and at Lessee's own expense. Defects must be cured to Lessor's satisfaction in the time specified by Lessor. Lessee's failure to provide and maintain insurance required hereunder shall be presumed to create a hazard to the public health, welfare, and safety. Such failure shall be cause for Lessor to require Lessee to cease all activities at the leased premises immediately upon written notice to do so by Lessor.

11. COMMUNITY SERVICE. Lessee hereby covenants and agrees to perform during the term of this lease the Cultural Community Service activity set forth in Appendix B. Community Service is as approved in advance by Lessor and calculated at 15% over and beyond the annual rent as detailed on page one (1) of this lease.

12. INSURANCE LIABILITY PROVISIONS.

a) Comprehensive General Liability Policy. Lessee shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy with respect to the leased premises, and the business operated by the lessee and any subtenants of the lessee in the leased premises in which bodily injury limits and property damage limits shall be as set forth in Appendix G to this Lease, Lessee shall also insure the following indemnity provisions and such agreement shall be clearly recited in the Insurance Policy:

Lessee covenants and agrees that it will protect and save and keep owner/lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of applicable laws or ordinances, including, but not limited to, violations of the ADA, or for any penalty or damages imposed as a result of accidents or other occurrences, relating to Lessee's use of the leased premises or the Noyes Center whether occasioned by neglect of lessee or those holding under lessee, and including, but not limited to issues arising or alleged to have arisen out of failure to comply with the ADA. The Lessee shall indemnify, protect and save harmless the City of Evanston, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patents' claims, suits, costs and expenses that may in anywise accrue against the City in consequence of the granting of this lease or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through the negligent act or omission of the Lessee or his employees, if any, and the Lessee shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any shall be rendered against the City in any such act, the Lessee shall, at his own expense, satisfy and discharge same.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision shall govern.

b) Certificate of Insurance. Lessee and any Sublessees shall furnish the original Certificate of Insurance to the Director of Parks/Forestry & Recreation or designee. The Certificate of Insurance must run concurrent with this Lease, with coverage dates being 3/1/08 through 2/28/09, and, in the event of a second and third

LESSEE



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option but fails to repair the premises within sixty (60) days, or upon the destruction of premises by fire, the term of this lease hereby created shall cease as of the date of the casualty. All outstanding debts accruing to Lessor from Lessee prior to date of casualty whether invoiced prior to casualty or not must be paid to Lessor.

2. To terminate this Lease as of the date of the fire or casualty by notice to the Lessee within sixty (60) days after that date, or

3. Proceed with all due diligence to repair, restore or rehabilitate the NCAC or the Leased Premises at Lessor's expense, in which latter event this Lease shall not terminate.

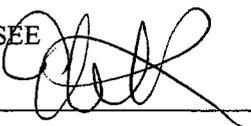
4. In the event the Lease is not terminated pursuant to these provisions, rent shall abate on a per diem basis during the period of untenability. In the event of the termination of this Lease pursuant to this section, rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty. In the event that the NCAC or the Leased Premises are partially damaged by fire or other casualty but a substantial portion of the NCAC or the Leased Premises are not made untenability, then Lessor shall proceed as promptly as it can under the circumstances to repair and restore the Leased Premises or the NCAC and the rent shall abate in proportion to the nonusability of the Leased Premises during the period of untenability. If an insubstantial portion to the Leased Premises is made untenable, Lessor shall have the right to terminate this Lease as of the date of the fire or other casualty by giving written notice thereof to Lessee within sixty (60) days after the date of fire or other casualty, in which event the rent shall be apportioned on a per diem basis and paid to the date of such fire or other casualty.

5. If the Leased Premises or the NCAC are made untenable or not useable for the purposes allowed in this Lease the security deposit will be refunded to Lessee if and as a result of war, terrorism, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, strikes, lockouts or picketing, such condition continues for a period of one week, then Lessee shall have the right to terminate this Lease retroactively as of the date of the untenability or unusable condition, by giving the Lessor written notice and vacating the Leased Premises immediately. Such right to terminate shall be Lessee's sole remedy and under no circumstances shall Lessor have any liability for damages of any nature whatsoever, including, without limitation, business interruption, incidental or consequential.

B. Lessee shall have no recourse for any type of compensation, damages, reimbursement, costs, or insurance proceeds whatsoever against Lessor for any artwork or other property of any type which was lost or damaged by fire or other casualty, or for any artwork or other property of any type which remains in the leased premises or in or on any location owned or operated by Lessor after lease termination or non renewal.

17. OCCUPATIONAL HEALTH AND SAFETY ACT. (OSHA). Lessee covenants and agrees that the use of any power tools, chemicals, or other harmful or

LESSEE



DATE

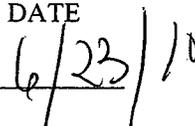
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21. PARTIES. The City, as Lessor and Lessee(s) hereto understand and agree that where two or more persons have executed this lease as Lessee, the word "Lessee" shall be construed to refer to and encompass all such persons and all Lessees and Sublessees signing this lease shall be jointly and severally liable for the entire rent and for the performance of all other covenants herein. Where necessary to effectuate the purpose of this lease, "Lessee" shall be read as "Lessees," "tenant," "co-lessee" or "Sublessees"; "its" shall be read as "his/her/their." Where a joint lease has been approved, and when one or more Lessees terminate this lease (with the required ninety (90) days' notice as outlined in paragraph 10, the remaining Lessee named as Lessee of this lease (not Sublessee) see Appendix F will automatically assume full compliance of this lease effective on the termination date of the terminating party, and continuing throughout the current lease period.
22. LESSOR'S ACCESS TO LEASED PREMISES. a. Lessor shall have the right to retain a set of keys to the Leased Premises, and Lessee shall not change any locks without Lessor's prior written authorization, and without providing Lessor with keys for such new locks. The Lessee shall permit the Lessor to erect, use and maintain pipes, ducts, wiring and conduits in and through the Leased Premises. The Lessor or Lessor's agents shall have the right to enter upon the Leased Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such decorations, repairs, alterations, improvements or additions to the Leased Premises or the NCAC as the Lessor may deem necessary or desirable, and the Lessor shall be allowed to take all material into and upon Leased Premises that may be required therefore without the same constituting an eviction of the Lessee in whole or in part and the rent reserved shall in no wise abate while said decorations, repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Lessee, or otherwise. If the Lessee shall not be personally present to open and permit an entry into Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Lessor or Lessor's agents may enter the same by using the key, or may forcibly enter the same, without rendering the Lessor or such agents liable therefore (if during such entry Lessor or Lessor's agents shall accord reasonable care to Lessee's property), and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon the Lessor any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the NCAC or any part thereof, other than as herein provided. The Lessor shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Lessee therefore, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the NCAC, and to close entrances, doors, corridors or other facilities. The Lessor shall not be liable to the Lessee for any expense, injury, loss or damage resulting from work done by persons other than Lessor in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

LESSEE



DATE



26. AMENDMENTS. This Lease may not be modified or amended except in writing signed by both parties hereto

IN WITNESS WHEREOF, the parties have executed this lease on the _____ day of _____, 2010 _____.

Signatures:

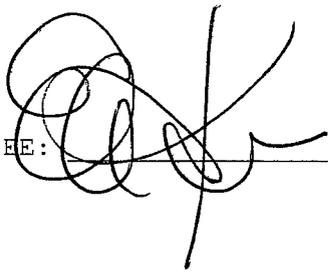
ATTEST: _____

ATTEST: _____

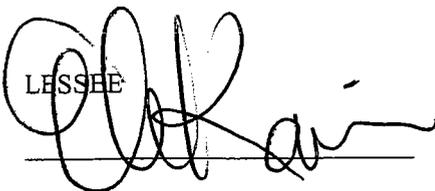
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LESSOR: _____

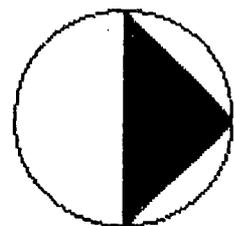
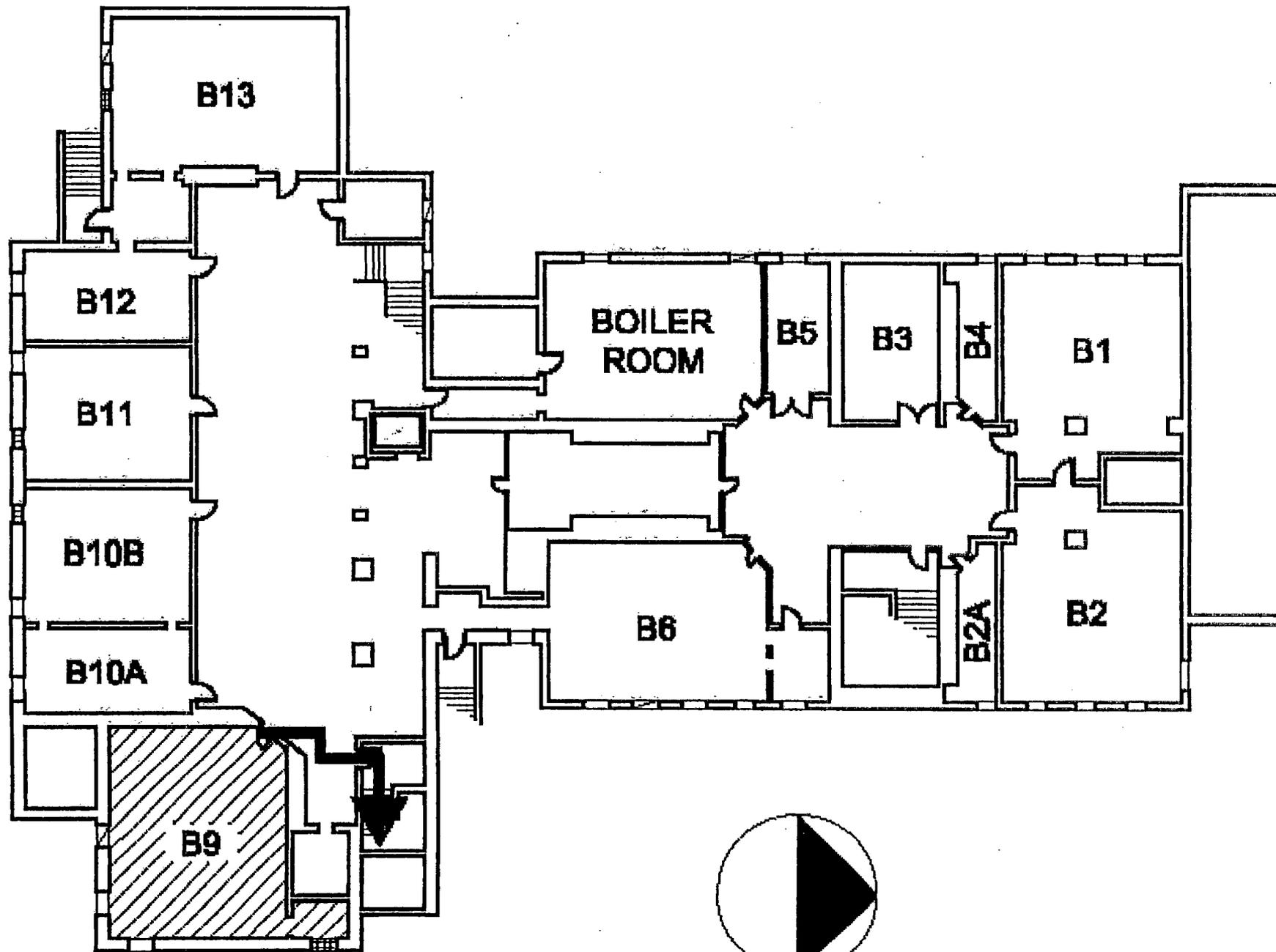
By

LESSEE:  _____

SUBLESSEE: _____

LESSEE:  _____

DATE
6/29/10



NORTH

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.

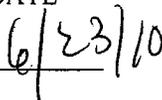
8. OBSTRUCTIONS. Lessee will not use, or store at any time, any belongings in any non leased space, or public areas of the NCAC without prior written consent of the Director of Parks/Forestry & Recreation or designee, or in any leased or non-leased space in violation of City of Evanston Fire Prevention 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



DATE



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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 \$5.00 charge per key for all keys except in cases where the Lessor incurs a charge more than \$5.00 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 Lessees' 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 Lessees' 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.

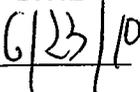
13. STORAGE, DANGEROUS MATERIALS. a. It shall be unlawful and shall constitute grounds for immediate termination of this lease if Lessee engages in any activity involving the handling, storage, or use of materials or substances which are flammable or of materials, substances, or devices which are hazardous, 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



DATE



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

LESSEE



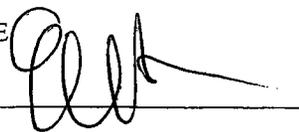
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6/23/10

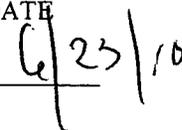
21

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.

LESSEE



DATE



FY 10/11	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	
" " "	\$ 17.00	Monthly fee for all non-Leaseholders & Sublessees	
" " "	\$ 5.00	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 2010-11			
• Memorial Day, Monday, May 31, 2010			
• Fourth of July, Monday, July 5, 2010			
• Labor Day, Monday, September 6, 2010			
• Thanksgiving (Thursday, November 25, 2010) and the day after Thanksgiving (Friday, November 26, 2010)			
• Christmas Day Observance, Friday, December 24, 2010 & Saturday, December 25, 2010			
• New Year's Day Observance, Friday, December 31, 2010 & Saturday, January 1, 2010			
• Dr. Martin Luther King's Birthday, Monday, January 17, 2011			
* FOR NON TENANT RENTAL RATES PLEASE FORWARD INTERESTED PARTY TO JILL			

LESSEE: 

DATE: 6/23/10

APPENDIX E

TIME OF USE

1. TIME OF USE. Lessee will have the right to use its leased premises only during normal hours and days of operation of the NCAC. Said normal hours may be changed by the Lessor. In the event of such changes, resulting in a reduction of hours, Lessee will not be entitled to a reduction in rent or community service obligations. Unless required by the City's best interests or particular existing conditions the hours shall be open hours between 7:30 a.m. and 11:00 p.m., Monday through Saturday, and 10:00 a.m. and 6:00 p.m., Sunday.

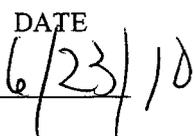
The Center will be closed on holidays/days as observed by the City of Evanston. Lessee understand and agrees that Lessee's rent will not be reduced for the weeks in which the aforesaid holidays occur. (See appendix D)

The Director of Parks/Forestry & Recreation or designee will notify Lessee of additional dates the NCAC will be closed in addition to those dates stated in Appendix D. The Lessee may, by written arrangement with the Director of Parks/Forestry & Recreation or designee, use the leased premises or other rental spaces during other than normal hours and days of operation. In this event, Lessee will pay for overtime Custodial charges necessary to keep/have the Center open beyond normal building hours in addition to a \$66.00 service fee utility charge), and rental charges associated with rental space and equipment if applicable.

LESSEE



DATE



APPENDIX G
Noyes Lease for Term: 3/1/10 through 2/28/11

INSURANCE REQUIREMENTS

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE	
Thirty day notice of cancellation Required on all certificates	Bodily Injury and Property Damage <u>Consequent Death</u>	
	Each Occurrence	Aggregate
Commercial General Liability including:	\$1,000,000	\$1,000,000
1. Comprehensive form		
2. Premises - Operations		
3. Explosion & Collapse Hazard		
4. Underground Hazard		
5. Products/Completed Operations Hazard		
6. Contractual Insurance - With an endorsement on the face of the certificate that it includes the "indemnity" language set forth in paragraph 13 of the lease.		The Insurance Certificate Must State That <u>The City of Evanston is Named as Additional Insured</u>
7. Broad Form Property Damage -- construction projects only.		
8. Independent contractors		
9. Personal Injury.		
Automobile Liability Owned, Non-owned or Rented (as related To Tenants activities for leased space)	\$1,000,000	\$1,000,000
Workmen's Compensation and Occupational Diseases	As required by applicable laws.	
Employer's Liability	\$500,000	

LESSEE



DATE

6/23/10



Allstate
You're in good hands.

HOME OFFICE • NORTHBROOK, ILLINOIS

CERTIFICATE OF INSURANCE - LIABILITY

COVERAGE AFFORDED BY THE POLICY IS PROVIDED BY THE ALLSTATE INSURANCE COMPANY

Master Policy Number	Certificate Number	Condominium Unit Number
002008165	922008165	

MASTER POLICY	
Insured's Name	Sarah Kaiser and Elena Kaiser
Location of Premises	927 NOYES ST B9, EVANSTON 60201
Mailing address	1930 RIDGE AVE APT A407
City, state, zip	EVANSTON, IL 60201

PROPERTY INSURANCE (Bldgs)		GENERAL LIABILITY INSURANCE		
Coverage Amount	POLICY TYPE	Limit of Liability		
	<input checked="" type="checkbox"/> Special Form (All Risk)	COVERAGE	EACH OCCURRENCE	COMBINED SINGLE LIMIT
	<input type="checkbox"/> Named Peril	Bodily Injury	\$100,000	
Deductible	<input checked="" type="checkbox"/> Replacement Cost Safeguard	Property Damage		
\$1,000	<input type="checkbox"/> Replacement Cost	Medical Payments	\$1,000	
	<input type="checkbox"/> Actual Cash Value			

Additional Coverage Fire Following Terrorism Coverage, Replacement Cost.

ADDITIONAL INSURED	
ADD. INSURED	CITY OF EVANSTON NOYES S CENTER
Address	927 NOYES ST, EVANSTON, IL 60201

CERTIFICATE PERIOD
This certificate will remain in force from the inception of the policy until the policy is cancelled or expires.

POLICY INCEPT-EXP DATE 01/07/2010 to 01/07/2011
Standard Time at the location of the insured premises

PROVISIONS
This form is not the contract of insurance, but attests that a policy as identified above has been issued.
The provisions of the policy shall prevail in all respects.

Note to Mortgagee: Mortgage clause updated in flow of actual change. Please contact agent with Mortgagee and Loan # Info.

This replaces the Certificate issued on _____ in the name of _____

It is agreed that should the insurance protection evidenced herein terminate for any reason, a thirty day written notice of such termination will be given to the mortgagee.

Eileen B Sutz
Authorized Agent/Representative

Gyuzel Gilkharova
773-888-1400
Phone Number

29, June 2010
Date