

VILLAGE OF NORTH UTICA, ILLINOIS
LEASE AGREEMENT
Market on Mill Street Shoppes

THIS LEASE is made and entered into as of the date of the last required signature by and between the VILLAGE OF NORTH UTICA, a home-rule municipal corporation, of LaSalle County, State of Illinois (hereinafter referred to as “Landlord” or “Village”) and _____, d/b/a _____, of _____, Illinois (hereinafter referred to as “Tenant”), and jointly referred to herein as the “Parties”.

**IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS
HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Premises.** Landlord hereby lease to Tenant, and Tenant hereby leases from Landlord, the certain premises and the improvements thereon generally located at 225 Mill Street, Utica, Illinois (hereinafter “Premises”), described as follows:

Unit #: _____

2. **Term.** The term of this Lease shall commence on April 1, 2025, and end on December 22, 2025. The Lease may be renewed only upon mutual agreement of the Parties.
3. **Rent.** Tenant agrees to pay to Landlord the following sum payable, as follows:
 - a) For calendar year 2025, the monetary rent is \$300 per month due on the first day of each month, commencing on May 1, 2025 and each month thereafter with the final payment due December 1, 2025. No charge is made for April 1 to April 30th.
 - b) An initial payment of Five Hundred and 00/100th Dollars (\$500.00) shall be due upon signing this as a security deposit.
 - c) If Tenant vacates the premises before the term expires, or otherwise is in default, the full security deposit of \$500.00 will be retained by the Village as a penalty. The Unit must be emptied of all Tenant’s contents and left in a broom-clean condition within seven (7) calendar days after vacating the premises.

All payments shall be sent to the Landlord, Village of North Utica, 248 W Canal St., North Utica, IL 61373, or at any future address hereafter disclosed by Landlord to Tenant in writing. In the event the full rental payment is not paid within thirty (30) calendar days of the due date, Tenant agrees to pay a late charge of ten percent (10%) per month until paid in full. All rental payments shall be paid in advance to the Landlord.

4. **Occupancy.** Tenants will have access to the Premises for staging/set-up/deliveries/decorating, etc., immediately upon acceptance of this Lease by Landlord. Landlord will have the leased space available for public occupancy for Tenant on or before April 1, 2025.

5. **Purpose.** The Premises shall be used and occupied by Tenant for the purpose of conducting Tenant's retail business for the sale of Tenant's merchandise as described on *Exhibit A*. Tenant shall, to the best of Tenant's control, maintain a reasonable supply of merchandise throughout the term of the lease.

If Tenant desires, during the lease term to add merchandise other than what is described on *Exhibit A*, Tenant shall obtain the written consent of Landlord.

6. **Uses Prohibited.** Tenant shall not permit the Premises to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous, nor for any use except that specified in Section 5, above. Tenant shall not use or occupy the Premises, or permit the Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; or in any manner which would violate any certificate or occupancy affecting the same; or which would cause structural injury to the improvements; or cause the value or usefulness of the Premises, or any part thereof, to diminish or which would constitute a public or private nuisance or waste. Tenant will refrain from using the Unit in any way that is disruptive, a nuisance, annoyance, or an inconvenience, as determined by the Landlord.
7. **Insurance.** Tenant and Landlord shall obtain and keep in force during the term of this Lease and any extension thereof with reputable insurance companies with an A.M. Best Rating of not less than "A", a commercial general liability policy for the respective interest of Tenant and Landlord in the Premises and the community area of which the Premises are a part of.
 - a) A commercial general liability policy insuring *Tenant's* interest from all claims, demand or actions for injury to or death of any person and for property damage in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate limit made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the Tenant's use or occupancy of the Premises. Nothing contained herein shall, however, lessen Tenant's obligation of indemnity as herein provided.
 - b) A commercial general liability policy insuring Landlord's interest from all claims, demands or actions for injury to or death of any person and for property damage in an amount of not less than \$1,000,000 per occurrence and \$2,000,000.00 general aggregate limit made by, or on behalf of, any person or persons, firm or corporation arising from, related to the Premises or the community area of which the Premises are a part of. Nothing contained herein shall, however, lessen Landlord's obligation of indemnity as herein provided.

Landlord shall be named insured on all such insurance policies and Tenant and Landlord shall submit to the other Party upon the commencement of this Lease (and annually thereafter) current certificates of insurance showing the coverage required under this Lease to be in full force and effect. Further, both Parties shall cause their respective insurance carriers to notify both Parties directly of any change in coverage or delinquency in payment.

To the extent permitted by law, Tenant will hold Landlord harmless from and indemnified at all times against any loss, costs, damage, expense or liability resulting to any person or property

by reason of any use which may be made by Tenant of the Premises or any part thereof, or by reason of any act or thing done or omitted to be done by Tenant or their agents in, upon, or about the Premises or any part thereof; and Tenant will hold Landlord harmless and free and clear of any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including reasonable attorney's fees, arising fees, arising in connection with any use by Tenant of the Premises. The foregoing notwithstanding, the Landlord, nor anyone acting on Landlord's behalf, is not indemnified against the consequences of its own act, active or passive negligence, and willful misconduct or from lack of performance of duties imposed by statute and Tenant's liability is limited to claims that occur during Tenant's occupancy or use. The Landlord agrees to indemnify the Tenant against Tenant's loss, liability, and expense arising out of either injury or damage in the common areas, or Landlord's default in their obligations under the Lease.

Landlord shall maintain insurance coverage for the common areas of the Shoppes.

8. **Repairs and Maintenance.** Landlord, at their sole cost and expense, shall be responsible for all repairs to the Premises that involves the building exterior, electrical, and fixtures that service and are located outside of the Unit, and the exterior grounds of the Unit, unless such repairs are caused by actions or negligence of Tenant, in which instance the Tenant shall be responsible to pay for such repairs.

Additionally, Landlord shall be responsible for the janitorial/cleaning services of the common areas, grass cutting and snow removal. Tenant/Staff is responsible for removing any trash from the public rights of way connected to Tenant's Unit. If Tenant fails to remove such trash, Landlord may do such at its election and bill Tenant for said charge.

9. **Utilities.** Landlord will provide electricity. If, however, the electricity usage is excessive, as determined by Landlord, Landlord reserves the right to charge an electrical fee on a case-by-case basis. Tenant will have the following appliances at the Unit: _____
_____.

Tenant will be responsible for their own internet connection, if any, to accept payments. The Landlord is not responsible for any missed sales that may occur from the lack of internet/data service.

10. **No Assignment.** Tenant shall not assign this Lease or sublet any part of the Premises without Landlord's written consent, provided, however, in the event of any such permitted assignment or subletting, Tenant shall continue to remain primarily liable for the obligations of Tenant hereunder.
11. **Entry/Inspection.** Tenant shall permit Landlord, and their agents, to enter the Premises at reasonable times and after providing tenant with 24-hours advance notice for any of the following purposes: a) to inspect the same; and b) to make such repairs to the Premises as Landlord may elect to make and to post notices of non-responsibility for alteration or additions or repairs. Landlord shall have such right of entry and the right to fulfill the purposes hereof without any rebate of rent to Tenant for any loss of occupancy or quiet enjoyment of the

Premises hereby occasioned. Notwithstanding the foregoing, should any repairs, alterations or additions made by Landlord in any way impair the operation of Tenant's business or unreasonably obstruct access to, or visibility of, the Premises for a period of more than thirty (30) consecutive days, Tenant's obligation to pay rent and other charges shall be abated.

12. **Signage/Displays.** Tenant is allowed one (1) free standing "A" frame type sign with a dimension of no greater than 24 x36 inches. All signs are subject to approval of Landlord. No signs will be allowed to be installed on the Unit or display any additional signs on the sidewalk or porch. No outside displays shall be attached to the Unit, cover the Unit, cover the Unit, cover the windows, and cannot be located on the sidewalk. Outdoor displays, if used, shall be tastefully decorated. Items must be removed immediately, if requested by the Landlord, or its designee, to do so. If not removed after a second request by the Landlord, or its designee, the item(s) will be removed by the Landlord, or its designee. If racks are used, they are limited to one (1) rack for their outdoor display.
13. **Staff.** Tenant is responsible to inform their employees and agents of the requirements of this Lease.
14. **Operating Covenant.**
 - a) The Tenant shall not abandon or leave the Unit vacant and shall not allow anyone other than Tenant, its employees, or agents to occupy it. Tenant shall not conduct an auction, going-out-of-business, bankruptcy sales, or similar practice.
 - b) All products for sale not handmade by Tenant must be purchased wholesale and resold.
 - c) Any product lines not included on the initial application must be approved by the Market on Mill Street Shoppes Manager before Tenant may carry items in the Unit to be sold.
 - d) Tenant may not display merchandise outside of the Unit other than directly on their individual Unit porch or obstruct the public rights-of-way without prior written consent from the Market on Mill Street Shoppes' Manager.
 - e) Tenant/Staff must keep their Unit and surrounding area clean, neat, and safe, as determined by Landlord.
 - f) Tenant/Staff will refrain from using the Unit in any way that is disruptive, a nuisance, annoyance, or an inconvenience, as determined by Landlord.
 - g) Tenant/Staff shall keep the Unit continuously and uninterruptedly open for business and adequately staffed during the following operational days and hours: starting May 1, 2025 and through December 22, 2025: Monday: 10 am to 4 pm; Thursday: 12 pm (Noon) to 4 pm; Friday/Saturday: 10 am to 6 pm, and Sunday: 10 am to 4 pm. These minimum operating days/hours are required and failure to maintain such shall constitute a default under this Agreement.

The Unit may be open for additional hours, as determined by Tenant, but not less than the hours listed in order to maintain consistency and attraction to all retail Units of the market. Excessive tardiness, emergencies, or early closures may result in default and termination of the Lease, as determined solely by the Landlord.

- h) No changes and/or modifications shall be made to the inside or outside structure of the Unit in such a manner as to detract from the character and standards of the Unit, to the slatwalls, the windows, or doors, as determined by the Landlord.
- i) Tenant and their staff shall not say or make disparaging remarks to the public about the Landlord, the Village of North Utica, Market on Mill Street Shoppes, or any entity involved in the Shoppes or downtown. Vendors shall be courteous to other vendors, customers, and other business owners.
- j) Tenant shall provide a copy of their sales tax license and any other licenses required by the municipality, State or Federal government.
- k) Tenant shall participate in marketing the Market on Mill Street Shoppes as well as their own shop including social media, events, and activities at Market on Mill Street Shoppes.
- l) Tenant shall attend all required workshops as determined by the Landlord as part of the Incubator Program.
- m) Tenant/Staff shall keep the outside and inside of their Unit clean at all times. Tenant/Staff shall pick-up any trash outside of their Unit and dispose in a proper manner.

15. **Destruction/Damage of Premises.** If, during the term of this Lease, the structure upon the Premises shall be substantially destroyed by fire, or any other cause not the fault of Tenant, or Tenant's agents or employees, then this Lease may be terminated within a period of thirty (30) days after such destruction by either Party on written notice to the other, whereupon Tenant shall surrender the Premises. If, however, during the term hereof, the said structure upon the Premises shall be only partially destroyed by fire, or any other cause not the fault of Tenant, or Tenant's agents or employees, then Landlord shall repair such structure upon the Premises as speedily as possible at Landlord's sole expense, and until the completion of such repairs, if the damage has rendered the structure upon the Premises untenable in whole or in part, there shall be an apportionment of such rent until such repairs are completed. Damage which renders less than forty percent (40%) of the floor space usable for purposes of Tenant's business and which can be repaired within sixty (60) days shall be deemed a "substantial destruction" within the meaning of this Lease.

Any damage or permanent changes to the structure caused by Tenant, shall be repaired and restored by Tenant at Tenant's expense, or the Tenant shall be charged any fees incurred by the Landlord to repair and/or restore the Unit out of the security deposit. If damages exceed the security deposit, the Landlord reserves the right to bill the Tenant for the remaining cost of the repair.

16. **Non-waiver**. The failure of Landlord to insist upon the strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged, or terminated orally.
17. **Abandonment**. Tenant agrees not to vacate and abandon the Premises and/or their personal property at any time during the term hereof. Should Tenant vacate or abandon said Premises or be dispossessed by process of law or otherwise, such abandonment, vacation, or dispossession shall be treated as a breach of this Lease, and in addition to any other rights which Landlord may have, Landlord may remove any personal property belonging to Tenant which shall remain on the Premises and may, at their sole discretion and election, a) retain such personal property for their own use and benefit; b) discard such personal property, or c) sell the same and apply the proceeds resulting therefrom to the obligations of Tenant under this Lease, all without being liable to prosecution therefore, and Tenant hereby expressly waive the service of any notice in writing intent to re-enter.
18. **Environmental Law Compliance**. Tenant acknowledges that there are certain Federal, State, and local laws, regulations and guidelines now in effect, and that additional laws, regulations, and guidelines may hereafter be enacted, relating to or affecting the Premises concerning the impact on the environment of construction, land use, maintenance, and operation of structures and the conduct of business. Tenant will not cause, or permit to be caused, any act or practice by negligence, omission, or otherwise that would adversely affect the environment, or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines. Notwithstanding anything else in this Lease to the contrary notwithstanding, any violation of this covenant shall be, at the election of Landlord, an event of immediate default under this Lease and, in such event, Tenant shall hold Landlord harmless from and indemnified on any costs and expenses incurred by Landlord in connection therewith.
19. **Laws and Regulations**. Tenant, at their own cost and expense, shall comply promptly with all laws, rules, and orders of all Federal, State, County and Village governments, or departments, which may be applicable to the Premises, provided, however, Tenant shall not be responsible for any conditions of the Premises which existed upon the commencement of this Lease, or which are assumed by Landlord pursuant to the terms of this Lease.
20. **Insolvency**. If any proceedings in bankruptcy or insolvency are filed against Tenant, or if any writ of attachment or writ of execution be levied upon the interest herein of Tenant, and such proceedings or levies shall not be released or dismissed within thirty (30) days thereafter, or if any sale of the leasehold interest hereby created or any part hereof shall be made under any execution or other judicial process, or if Tenant shall make any assignment for benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, Landlord, at Landlord's election, may re-enter and take possession of the Premises and personal property and remove all persons therefrom and may, at Landlord's option, terminate this Lease.

21. **Attorney's Fees.** In the event either Landlord or Tenant breach any of the covenants herein on their respective parts to be performed, the non-breaching party shall be allowed all reasonable attorney's fees and costs expensed or incurred when enforcing any of the provision of this Lease.
22. **Default.** This Lease is made upon the express condition that if Tenant fails or neglect to perform, meet, or observe any of Tenant's obligations hereunder and such failure or neglect shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, then Landlord, at any time thereafter, by written notice to Tenant, may lawfully declare the termination thereof and re-enter and take possession of the Premises and any personal property therein, or any part thereof, and by due process of law, expel, remove and put out Tenant or any person, or persons occupying said Premises and may remove all Tenant's personal property therefrom without prejudice to any remedies which might otherwise be used for breach of any of the covenants or conditions of this Lease.
23. **Mechanic's Lien.** Tenant shall not permit any mechanic's liens or other encumbrances to attach to the Premises and if any such lien or encumbrance is recorded or threatened against the Premises, Tenant shall satisfy that encumbrance within ten (10) days or within ten (10) days of recordation, Tenant shall deposit with Landlords a sum sufficient to fully satisfy said lien or encumbrance which deposited sum Landlord, at their discretion, may use to satisfy said lien or encumbrance.
24. **Security Deposit.** Tenant covenant and agree concurrently with the delivery of this Lease to maintain deposit with Landlord the sum of Five Hundred and 00/100ths Dollars (\$500.00) as a deposit to secure the full and faithful performance by Tenant of the covenants, conditions and agreements of this Lease on the part of Tenant to be performed (hereinafter the "deposit"). Tenant agrees that if Tenant shall fail to pay any rent herein reserved promptly when due, all or any part of said deposit may, at the option of Landlords, be applied to any rent due and unpaid, and if Tenant violates any of the other covenants, conditions and agreements of this Lease, all or any part of said deposit shall be applied to any damages suffered by Landlords as a result of such default by Tenant. Tenant agrees, within five (5) days after receipt of written notice from Landlords of any such application of all or any part of said deposit, to pay Landlords an amount equal to the amount so applied in order to restore said full deposit and at all times keep it fully funded. If Landlords sell or transfer the Premises and delivers (or credits) the purchaser or transferee with all or any part of the amount of Tenant's deposit, Landlords shall be discharged from any further liability with respect to all or such part of the amount of Tenant's deposit upon the written acknowledgement that the purchaser or transferee has and holds all or such part of the deposit under the terms hereof. No interest shall be paid on the deposit.
25. **Miscellaneous.**
- a) The paragraph captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.
 - b) Time is of the essence of this Lease and of all provisions hereof.

c) This Lease shall be construed and enforced in accordance with the laws of the State of Illinois, and any disputes concerning this Lease, if not otherwise resolved, shall be resolved in the Circuit Court of LaSalle County, Illinois.

26. **Successors**. All of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy, or use contrary to the provisions of this Lease.

27. **Signatures**. The Parties executing this Lease warrant that they have full authority to bind themselves to the terms of this Lease.

[Remainder of Page Left Blank.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the date as set forth written above.

LANDLORD:

TENANT:

VILLAGE OF NORTH UTICA

By: _____
Village President

By: _____

Date: _____, 20__

Print Name: _____
Date: _____, 20__

Attest:

By: _____
Village Clerk

By: _____

Date: _____, 20__

Print Name: _____
Date: _____, 20__

Contact Information:

Contact Information of Tenant:

Attn: _____
Village of North Utica
PO Box 188
248 W Canal Street
Utica, IL 61373
Phone No.: 815-667-4111

Address: _____

Phone No.: _____

EXHIBIT A

List of Merchandise to be Sold at Unit #_____

1. _____
2. _____
3. _____
4. _____
5. _____