

FACILITIES USE AGREEMENT

LICENSOR: The Catholic Bishop of Chicago, an Illinois corporation sole

LICENSEE: The Board of Education of the City of Chicago, a body politic and corporate

FACILITIES: See attached Riders

AGREEMENT DATE: June 17, 2011

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2012

DAYS AND HOURS OF USE: 6:00 a.m. - 6:00 p.m. Monday through Friday

PERMITTED USE: Parking for employees of Licensee

COMPENSATION AMOUNT: See attached Riders

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, Licensor hereby grants to Licensee a license for the use of the Facilities, upon and subject to all the terms, conditions and provisions herein set forth.

- 1) TERM. The term of this Agreement shall commence on the Commencement Date and terminate on the Termination Date, unless this Agreement is terminated earlier as hereinafter set forth.
- 2) COMPENSATION. Licensee shall pay to Licensor the Compensation Amount set forth in the attached riders of this Agreement on the first day of every month. Licensee shall pay one-half of the cost of snow removal charges within 30 days of being billed for such charges by Licensor. (For budgeting purposes, the Licensee estimates that their portion of snow removal costs for site shall be approximately \$3,500.00 per site.) All payments becoming due under this Agreement and remaining unpaid by the 10<sup>th</sup> of each month shall bear interest at a rate equal to the lesser of (i) twelve percent (12%) per annum, or (ii) the maximum rate allowed by law.
- 3) USE. Licensee shall use and occupy the Facilities for the Permitted Use and none other. All vehicles parked in the Facilities by Licensee must display a parking permit on the dashboard. All vehicles not displaying such a permit are subject to towing by Licensor, without notice to Licensee and at Licensee's expense. Licensee shall provide the Pastor of the parish with a list of the license plate numbers of authorized vehicles.

- 4) TIME OF USE. Licensee shall use the Facilities only on the days, and during the hours, expressly set forth, unless Licensee has first obtained, in each instance, the written consent of Licensor or such person or persons as Licensor may designate in writing.
- 5) COVENANTS REGARDING USE. Licensee agrees, for itself and its contractors, agents, employees, guests and invitees, to comply with all reasonable rules and regulations that Licensor may from time to time make concerning the use and occupancy of the Facilities and to observe the following covenants.
  - a) Licensee shall have, at all times during the term of this Agreement, a non-exclusive right of ingress and egress to and from the Facilities, through, over and upon such areas of the parish complex as may be designated, from time to time, in writing, by Licensor (the "Access Area"). Licensee, and its agents, employees or invitees shall not enter areas of the parish buildings or parish complex other than the Facilities and the Access Area without, in each instance, first obtaining the prior written consent of Licensor or such person or persons as Licensor may designate in writing. Licensee shall take all such reasonable measures necessary to prevent any of its contractors, agents, employees, guests or invitees from entering areas of the parish buildings or parish complex other than the Facilities and the Access Area.
  - b) Licensee shall comply with all applicable laws, ordinances and governmental regulations, and shall not make any use of the Facilities which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation, or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any insurance policy carried on the Facilities, building or building complex.
- 6) CHANGES AND ALTERATIONS. Licensee shall make no changes or alterations to the Facilities without first obtaining written permission from Licensor.
- 7) LICENSEE'S OBLIGATION TO INSURE. During the term of this Agreement, Licensee, at its sole cost and expense, and for the mutual benefit of Licensor and Licensee, shall carry and maintain the following types of insurance in forms and with companies reasonably satisfactory to Licensor or through its self-insurance coverage, in the amounts specified:
  - a) Comprehensive general liability and property liability insurance, including fire legal liability coverage, insuring against all liability of Licensee arising out of or occurring in connection with Licensee's use of the Facilities, with a minimum combined single limit of \$1,000,000 (one million dollars) and excess umbrella insurance with a minimum combined single limit of \$2,000,000 (two million dollars). Such policies shall name the Catholic Bishop of Chicago and the parish as additional insured parties and shall provide that it is primary to, and not contributing with, any policy carried by Lessor covering the same loss.
  - b) Workers compensation insurance covering all of Licensee's employees in accordance with applicable state laws and regulations;

- c) All policies of insurance shall provide by endorsement that no coverage may be canceled or terminated by the insuring company without the insuring company having first given at least fifteen (15) days prior written notice to Licensor. Licensee shall deposit all such policies or certified copies thereof with Licensor.
- 8) RIGHTS RESERVED TO LICENSOR. Licensor shall have the following rights, exercisable without notice and without liability to Licensee for damage or injury to property, person or business (all claims for damage being hereby released) and without effecting a disturbance of Licensee's use of the Facilities:
- a) To designate the location of the Access Area referred to in Paragraph 5 above and to change the location of the Access Area from time to time;
  - b) To take any and all measures, including without limitation inspections, repairs, alterations, additions and improvements to the Facilities as may be necessary or desirable for the safety, protection or preservation of the Facilities or the parish complex of which the Facilities are a part.
- 9) CONDITION ON POSSESSION, REPAIRS AND MAINTENANCE. Licensee has examined and knows the condition of the Facilities and has received the same in good order and repair except as herein otherwise specified. No representations as to the condition or repair thereof have been made by Licensor or its agents prior to or at the execution of this Agreement that are not herein expressed or endorsed.
- 10) ASSIGNMENT. The License granted to Licensee under this Agreement shall constitute a personal right and privilege of Licensee, and Licensee shall not assign this Agreement or any right or privilege of Licensee under it, or permit the use of the Facilities or any part thereof by any one other than Licensee and Licensee's employees.
- 11) WAIVERS OF CLAIMS AND OF SUBROGATION. Licensee releases Licensor and its agents and employees from liability, and waives any and all claims for damage to person or property sustained by Licensee and its agents and employees not caused by the willful misconduct or negligence of Licensor, its agents or employees.
- a) If any damage to the Facilities, any appurtenance thereto or any part thereof, or to Licensor results from any act, omission or neglect of Licensee, Licensee shall repair such damage and, upon demand by Licensor, reimburse Licensor forthwith for the total cost of such repairs in excess of the amount, if any, paid to Licensor under any insurance or self-insurance covering such damage.
  - b) All property situated in the Facilities and belonging to Licensee, its agents, employees or invitees, or any occupant of the Facilities shall be there at the risk of Licensee or such other person only, and Licensor shall not be liable for damage thereto or theft, misappropriation or loss thereof.

- c) Licensee agrees to hold Licensor, its contractors, agents, and employees harmless and indemnified against all claims and costs (including, but not limited to, reasonable attorneys' fees and costs) for injuries to any persons and for the damage, theft, misappropriation or loss of any property occurring in or about the Facilities, and due to any act, omission, negligence or default under this Agreement by Licensee, its agents, employees or invitees.

- 12) NOTICES. All notices, demands and submissions to be made or given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by hand, or if mailed by certified or registered mail with postage prepaid and return receipt requested, as follows:

If to LICENSOR:	If to LICENSEE:	With a copy to:
Real Estate Department	Liza Balistreri	Patrick J. Rocks
835 N Rush Street	Senior Real Estate Advisor	General Counsel
Chicago, IL 60611	125 S. Clark St., 17 <sup>th</sup> Floor	125 S. Clark, 7 <sup>th</sup> Floor
	Chicago, IL 60603	Chicago IL 60603

Or to such other address or addressee as either party may give to the other in writing.

- 13) TERMINATION. Licensor may terminate this Agreement with thirty (30) days written notice in accordance with the terms and conditions of this Agreement.
- 14) RETURN OF POSSESSION. Upon termination of this Agreement, whether by lapse of time or otherwise, Licensee shall yield up immediate possession of the Facilities. The mere retention of possession shall constitute a forcible detainer.
- 15) LICENSOR'S RIGHTS AND REMEDIES. If Licensee is in default in the payment of the Compensation or in the payment of any other sum required to be paid by Licensee under the terms of this Agreement and such default shall continue for ten (10) days after written notice to Licensee, or if Licensee is in default in the observance or performance of any of the other covenants or conditions of this Agreement which Licensee is required to observe and perform and shall continue for thirty (30) days after written notice to Licensee, unless such default cannot be cured within said thirty (30) days with Licensee using commercially reasonable efforts to so cure and with Licensee having had timely commenced to cure and diligently prosecuting said cure to completion, then such longer period as may be required, or if a default involves a hazardous condition and is not cured by Licensee immediately upon written notice to Licensee, then Licensor may treat any of the foregoing events as a breach of this Agreement and thereupon, at its option, may terminate this Agreement and the term created hereby and Licensor may reposses the Facilities in accordance with Section 14 above.
- 16) REMEDIES CUMULATIVE, NON-WAIVER. All rights and remedies given to Licensor shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law. No waiver of any breach or default of Licensee shall be implied from any previous failure by Licensor to take action on account of any other breach or default.

- 17) EFFECT. It is expressly understood and agreed that the license granted to Licensee under this Agreement shall constitute a personal right and privilege of Licensee to use and occupy the Facilities, subject to all the terms, conditions and provisions set forth in this Agreement, and that the license granted to Licensee under this Agreement shall not create in or convey to Licensee any interest in the Facilities whatsoever.
- 18) MISCELLANEOUS PROVISIONS.
- a) The words Licensor, Licensee, Facilities, Agreement Date, Commencement Date, Termination Date, Days and Hours of Use, Permitted Use and Compensation Amount shall be deemed to identify or refer to the parties, dates, amounts or terms and conditions first set forth above.
  - b) Time is of the essence of this Agreement.
  - c) The captions of this Agreement are for convenient reference only and shall not control, affect, define, limit or expand the meaning or construction of any section or subsection of this Agreement.
  - d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
  - e) This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.



LICENSOR:  
The Catholic Bishop of Chicago

By:   
Kevin Marzalik  
Director of Finance

LICENSEE:  
The Chicago Board of Education

By:  7/18/11  
Patricia L Taylor, Chief Operating Officer

COO Report # 11-0610-COO03

Approved as to legal form:   
  
Patrick J. Rocks, General Counsel

RIDER III

<b>School:</b>	Reilly	
<b>Parish:</b>	St. Wenceslaus	
<b>Location:</b>	3425 N Lawndale	
<b># of spaces leased:</b>	30 cars	
<b>Parking fee:</b>	\$3.20 per car, per day	
<b>2011</b>	<b>Days</b>	<b>Amount Due</b>
September	22	\$2,112.00
October	20	\$1,920.00
November	19	\$1,824.00
December	17	\$1,632.00
<b>2012</b>		
January	16	\$1,536.00
February	19	\$1,824.00
March	21	\$2,016.00
April	16	\$1,536.00
May	22	\$2,112.00
June	11	\$1,056.00
<b>Total</b>	<b>183</b>	<b>\$17,568.00*</b>

Payable as 9 monthly payments of: \$1,952.00

*Billing will commence October 2011*

\* The Board of Education estimates annual snow removal fee at \$3,500. This amount is not included in the total rental amount stated above. Notwithstanding the Board of Education estimate, each party shall be responsible for its entire portion of the annual snow removal fee.