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**SEVENTH RENEWAL OF LICENSE AGREEMENT FOR SPACE AT
BOYS & GIRLS CLUB OF CHICAGO**

(2950 W. 25th Street, Chicago, Illinois)

THIS SEVENTH RENEWAL OF LICENSE AGREEMENT (“**Seventh Renewal Agreement**”) is entered into as of June 11, 2024 (“**Effective Date**”), between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO** (the “**Licensee**”), a body politic and corporate and the **BOYS & GIRLS CLUBS OF CHICAGO**, an Illinois not-for-profit corporation located at 2950 W. 25th Street, Chicago, Illinois (the “**Licensor**”) (collectively, the “**Parties**”).

RECITALS

- A. Licensor is the owner of certain real estate located at 2950 W. 25th Street, Chicago, Illinois, which is improved with a building (“**Building**”).
- B. The Licensor and the Licensee entered into that certain License Agreement dated as of August 1, 2012, for a term commencing on August 1, 2012, and ending June 30, 2013 (the “**Original Agreement**”). The Original Agreement was thereafter renewed by a first renewal agreement for a term commencing July 1, 2013 and ending June 30, 2016 (“**First Renewal Agreement**”) and subsequently renewed by a second renewal agreement for a term commencing July 1, 2016 and ending June 30, 2019 (“**Second Renewal Agreement**”); a third renewal agreement for a term commencing July 1, 2019 and ending June 30, 2022 (“**Third Renewal Agreement**”); a fourth renewal agreement for a term commencing July 1, 2022 and ending June 30, 2023 (“**Fourth Renewal Agreement**”); a fifth renewal agreement for a term commencing July 1, 2023 and ending December 31, 2023 (“**Fifth Renewal Agreement**”); and a sixth renewal agreement for a term commencing January 1, 2024 and ending June 10, 2024 (“**Sixth Renewal Agreement**”). The Original Agreement as previously amended and renewed shall collectively be referred to as the “**Agreement**”.
- C. The shared space in the Building that comprises the Modified Premises to be licensed during this Seventh Renewal Term hereunder consists of: (i) the gymnasium; (ii) swimming pool; (iii) boys’ and girls’ locker rooms; and (iv) one (1) office for the use of students of Spry School, located at 2400 S. Marshall Boulevard, Monday through Thursday from 10:30 a.m. through 1:30 p.m. and Friday 10:00 a.m. through 12:40 p.m. (“**Use**”).
- D. The Parties hereto desire to renew the Agreement for an additional period on the terms and conditions as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions contained herein, the Parties agree as follows:

- 1. **DEFINED TERMS**. All defined and/or capitalized terms used herein shall have the same meaning as set forth in the Agreement unless the context clearly requires a different meaning or connotation.
- 2. **SEVENTH RENEWAL TERM**. The Agreement is hereby renewed for a term commencing June 11, 2024, and continuing through June 12, 2025 (“**Seventh Renewal Term**”). The Licensor hereby licenses to Licensee the Modified Premises for the Seventh Renewal Term upon the terms and conditions set forth herein.
- 3. **LICENSE FEE**. In consideration of licensing the Premises for the Seventh Renewal Term, Licensee covenants and agrees to pay Licensor a license fee (“**Fee**”) of Three Thousand Ninety and 67/100 Dollars (\$3,090.67)

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on the first day of each month of the Seventh Renewal Term. The Parties acknowledge and agree that Licensee did not occupy or use the Modified Premises for the period June 11, 2024, through August 25, 2024, due to summer programming conducted by the Licensor in the Modified Premises and Licensee shall not be charged a fee for this period of time. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the maximum compensation amount to be paid to Licensor for the Seventh Renewal Term shall not exceed Thirty-Two Thousand Six Hundred Fifty-Nine Dollars (\$32,659.00) for the period ending on June 12, 2025; the fees for the months of August 2024 and June 2025 shall be prorated based upon a thirty (30) day month.

4. **AUTHORITY.** Licensor represents that it has taken all action necessary for the approval and execution of this Seventh Renewal Agreement, and execution by the person signing on behalf of Licensor is duly authorized by Licensor and has been made with complete and full authority to commit Licensor to all terms and conditions of this agreement which shall constitute valid, binding obligations of Licensor.

5. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this Seventh Renewal Agreement and all related documents are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and are subject to reporting requirements under 105 ILCS 5/34-220. Licensor further acknowledges that this Seventh Renewal Agreement shall be posted on the Board's Internet website at <http://www.cps.edu>.

6. **COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES.** This Seventh Renewal Agreement may be executed in any number of counterparts and with digital signatures, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. Original and digital signatures delivered by facsimile or electronic means shall be considered binding for both parties.

7. **ORIGINAL AGREEMENT.** Except as modified or amended herein, all other terms of the Agreement are and shall remain in full force and effect during the Seventh Renewal Term.

IN WITNESS WHEREOF, the Parties hereto have executed this Seventh Renewal Agreement as of the Effective Date.

LICENSEE:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: Charles Mayfield
Charles E. Mayfield
Chief Operating Officer

LICENSOR:

BOYS & GIRLS CLUBS OF CHICAGO

By: Larisa Morrison
Name: Larisa Morrison
Title: Chief Financial Officer

COO Report: 24-1004-COO-04

Approved as to Legal Form: ES

DocuSigned by: Ruchi Verma
Ruchi Verma, General Counsel

Attest: Katharine M. Rutkowski
Name: Katharine Rutkowski
Title: Director of Executive Operations