

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of October, 2013, by and between Dyels Catering, and **CITY OF SESSER**, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, CITY is the owner of building commonly known as the Opera House, located at 110 W. Franklin St., Sesser, Illinois; and,

WHEREAS, Dyels Catering desires to rent the restaurant area inside the Opera House; and,

WHEREAS, CITY desires to rent to Dyels Catering the use of the restaurant area for such purposes;

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM OF AGREEMENT AND RENTAL AMOUNT:** Dyels Catering shall rent from CITY, the property described above for the sum of \$500.00 each month for a term from November 1, 2013 to May 30, 2014. Rent payments to be made monthly on or before the first day of each month.

2. **USE OF BALLROOM.** Dyels Catering shall have the authority to rent the upstairs ballroom for events provided that Dyels Catering charges a minimum of \$60 for each event. Dyels Catering shall pay \$30 of the rent received for each event to CITY. CITY reserves the right upon reasonable notice to Dyels Catering to amend the minimum rate for events.

3. **REPAIRS.** Unless otherwise provided herein, Dyels Catering, during the term of this Lease shall at their expense make all repairs as shall be reasonably necessary to keep said leased premises in good condition and repair, except as provided herein. CITY shall maintain at its expense the heating, ventilation and cooling systems and shall be responsible for all repairs made to the building itself and any equipment owned by CITY. Dyels Catering is allowed to paint the inside of the restaurant area of the building.

4. **NAME OF BUSINESS.** **Dyels Catering** reserves the right to change the name of the business upon reasonable notice to CITY.

5. **ASSIGNMENT AND SUBLETTING.** Dyels Catering shall not assign this Lease or any interest therein nor let or underlet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy of use of any part thereof by any other person without the written consent of CITY first had and obtained. Consent to assignment shall not be unreasonably withheld by CITY.

6. **TERMINATION CLAUSE** - Notwithstanding anything to the contrary contained elsewhere in this Lease, it is expressly understood and agreed between the parties hereto that Lessee is granted an option to cancel this Lease upon thirty (30) days written notice to Lessor at anytime prior to the stated maturity of the Lease, then Lessee shall pay to Lessor as liquidated damages a sum equivalent to 80% of unpaid rent for term. Upon payment of aforesaid sum, Lessor shall hold Lessee harmless from further liability or obligation under this Lease.

7. **RENEWAL.** CITY agrees that upon the expiration of this Lease that Dyels Catering shall have first right of refusal before CITY shall enter into a lease of the property for rent to another entity or individual.

8. **ATTORNEYS FEES** - In the event that it is necessary for either party to enforce this agreement, then all attorney's fees incurred by the prevailing party shall be recovered as a cost of litigation.

9. **DEFAULT** - This Lease is made upon the express condition that if the Lessee fails to pay the rental reserved hereunder or any part thereof after the same shall become due (with a 10 day grace period being granted not to exceed two times per calendar year) or if the Lessee fail or neglect to perform, meet or observe any of the Lessee's other obligations hereunder and such failure to neglect shall continue for a period of 30 days after written notice thereof from the Lessor to Lessee, then the Lessor at any time thereafter, by written notice to the Lessee, may lawfully declare termination of the lease.

Notwithstanding any other provisions of this Lease, where the curing of an alleged default requires more than payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and where the Lessee have commenced upon the said work of curing said default and are diligently pursuing the same,

then the Lessee shall be entitled to reasonable time extensions to permit the completion of said work of curing said default, as a condition precedent to any re-entry by the Lessor or termination of this Lease by the Lessor, and any defect that is cured shall not thereafter be grounds for re-entry or for termination.

10. **NONWAIVER OF DEFAULT** - The subsequent acceptance of rent hereunder by the Lessor shall not be deemed a waiver of any proceeding breach of any obligation hereunder by the Lessee other than the failure to pay the particular rent so accepted, and the waiver of any breach of any covenant or condition by the Lessor shall not constitute a waiver of any breach regardless of knowledge thereof.

11. **ENTRY AND INSPECTION** - The Lessee shall permit the Lessor, Lessor's Agents, and Lessor's Realtor to enter the premises at all reasonable times for any of the following purposes: to inspect the premises; to make such repairs to the premises as the Lessors are obligated or may elect to make; to post notices which may be required; to show the premises for sale.

12. **ALTERATIONS** - The Lessee shall not make, or suffer to be made, any structural alterations of the premises without the written consent of the Lessors being first obtained and any additions to, or alterations of, the premises shall become at once a part of the realty and belong to the Lessor. The Lessor shall keep the premises free from any and all liens arising out of any work-performed, materials furnished, or obligation incurred by Lessees. Cosmetic changes effecting the premises may be made without Lessor's permission.

13. **ABANDONMENT** - The Lessee agrees not to vacate or abandon the premises at any time during the term of this Lease. Should the Lessee vacate or abandon the premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of this Lease and, in addition to any other rights which the Lessor may have, the Lessor may remove any personal property belong to the Lessees which remains on the demised premises and store the same, such removal and storage to be at the Lessee's expense.

14. **ENTIRE AGREEMENT** - This contract contains the entire agreement between the parties and NO ORAL REPRESENTATIONS, warranty or covenants exists other than those herein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on the date first above written.

Dyels Catering

BY:  ATTEST: _____

CITY OF SESSER

BY:  ATTEST: 
Mayor of City of Sesser Clerk for City of Sesser