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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JUN 4 - 1998

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

**COUNTY OF COOK
AND STATE OF ILLINOIS**

**FACILITIES USE AGREEMENT
UPTOWN COMMUNITY LEARNING CENTER
TRUMAN COLLEGE**

THE CHANCELLOR

REPORTS

that Uptown Community Learning Center desires to lease office and conference room space to relocate its administrative office and to conduct informational seminars; and

that Truman College has negotiated a one year facilities use agreement effective June 1, 1998 and expiring May 31, 1999 at cost of \$300.00 per month.

RECOMMENDS

that the Board of Trustees approves the Agreement negotiated with Uptown Community Learning Center and authorizes the Chairman and the Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

June 4, 1998

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois**

**FACILITIES USE AGREEMENT
Uptown Community Learning Center**

This Agreement is made this 8th day of May 1998, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (hereinafter "Licensor"), a body politic and corporate, and the Uptown Community Learning Center ("Licensee"), an Illinois not-for-profit corporation.

RECITALS

- A. WHEREAS, Licensor is the owner of the premises described below; and
- B. WHEREAS, Licensee desires to lease the described premises for the purposes contained in this Agreement.

TERMS

In contemplation of the relationship to be established, and for good and valuable consideration, the parties agree as follows:

1.0 Premises.

1.1 Licensee rents and takes from Licensor, and Licensor licenses to Licensee, that office and building space located at the following address: Office space and conference rooms as designated at Truman College, 1146 W. Wilson Ave., Chicago, Illinois, ("Premises") and further described in Attachment A, Attachment A-1, as well as the equipment and personal property at such location and further described in Attachment B, which Attachments are appended to, and by this reference, incorporated into this Agreement.

1.2 In addition, Licensee shall have the non-exclusive use of public, common and parking areas, along with others permitted to use them, in accordance with rules and regulations promulgated by and applicable to Licensor.

2.0 Term.

2.1 The term of this License shall be for a period of one (1) year, beginning June 1, 1998 and ending May 31, 1999.

2.2 This License may be renewed in a writing signed by both parties for one (1) additional term of one (1) year.

3.0 Governing Law; Forum.

This Agreement shall be governed by and construed under the laws of the State of Illinois, which shall be the forum for any lawsuits arising under this Agreement or incident hereto.

4.0 Rent.

4.1 Licensee agrees to pay Licensor as rent for the Premises and equipment without notice or demand, annual rent in the amount of three thousand, six hundred and 0/100 dollars (\$3,600.00), payable monthly in twelve equal parts of three hundred and 0/100 dollars (\$300.00), due in advance on the first day of every month covered by the terms of this License, commencing June 1, 1998. Rent for any partial months shall be prorated at a daily rate.

4.2 During the term hereof, Licensee may relinquish space and associated equipment. If space or equipment is relinquished, rent will be reduced on a pro rata basis according to the number of square feet occupied and amount of equipment used before and after such relinquishment.

5.0 Use of the Premises.

Licensee will use and occupy the Premises for the purpose of office space and informational seminars on health and welfare education including HIV/AIDS infection and prevention. Licensee shall refrain from conducting, sponsoring and/or permitting blood or other health testing, screening and/or referral on the Premises. Violation of this provision shall be cause for termination of this License. Use for any other purpose is prohibited unless Licensee obtains prior written consent of Licensor therefor.

6.0 Condition of Premises and Repairs; Surrender.

6.1 Licensee has examined and knows the condition of the Premises and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair thereof have been made by Licensor or its agents prior to or at the execution of the Agreement, that are not herein expressed or endorsed hereon. Licensee shall keep the Premises in a clean, sightly, orderly and healthy condition and in good repair, and shall perform all acts required to maintain the Premises in accordance with applicable statutes, ordinances and other governmental requirements.

6.2 Upon the expiration of the term of this License, or any renewal or extension thereof, Licensee will yield up peaceably the Premises to Licensor in as good order and condition as when the same were entered upon by Licensee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

7.0 Alterations, Additions and Improvements.

7.1 Licensee shall not make, or suffer or permit to be made, any alterations, additions or improvements in or about the Premises without first obtaining the written consent of Licensor therefor; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Licensee's own expense, and that no liens of mechanics, materialmen, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Premises, or any part thereof.

7.2 Licensee shall have the option to designate a name for the demised premise and structure(s) thereon unless already named by Licensor. Any naming of the Premises shall be effective for the term of this License and any extensions of this License.

8.0 Service to the Premises.

8.1 Where a checkmark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises. Where an "X" is placed in between the two columns of boxes, that item shall not be the responsibility of either party.

8.1.2	<u>Licensor</u>	<u>Licensee</u>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sewer
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refuse Removal
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heating and Cooling Systems
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Janitorial Service and Supplies Inside the Premises
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Janitorial Service and Supplies Outside the Premises
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff Identification for Licensee employees
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maintenance and Upkeep
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carpeting
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intra-institutional Telephone Service
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone Installation Service, Billing and Long Distance Charges
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Provide Fixtures and Equipment Necessary for the Conduct of Licensee's Business <i>Upon Licensor's prior written approval.</i>

8.2 Licensee shall furnish and pay for any other services or supplies it desires that are not itemized above upon prior, written approval of Licensor.

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9.0 Licensor's Right of Entry.

Licensor shall have the right, upon reasonable notice, to enter upon the Premises to inspect the same and to make any and all improvements, alterations and additions of any kind upon the Premises.

10.0 Insurance, Waiver of Claims, Subrogation.

10.1 During the term of this License and any extension thereof, Licensee shall provide for Licensee, its officers, and employees, and for its personal property and improvements and betterments insurance coverage in an amount not less than one million dollars (\$1,000,000).

10.2 During the term of this License and any extension thereof, Licensor shall obtain at its own expense public liability insurance in the amount of one million dollars (\$1,000,000) per occurrence for personal injury and/or death, one million dollars (\$1,000,000) per occurrence for personal property damage, and an all risk policy with building replacement cost coverage.

10.3 All property situated in the building or the Premises and belonging to Licensee, its agents, employees or invitees or any occupant of the Premises shall be situated there at the risk of Licensee, and Licensor shall not be liable for damage thereto or theft, misappropriation or loss thereof.

10.4 Licensee agrees to hold Licensor, its contractors, agents, and employees harmless and indemnified against all claims, and costs (including, but not limited to attorneys' fees and costs) for injuries to all persons and for the damage to, or the theft, misappropriation or loss of, all property occurring in or about the premise or building and due solely to any act, omission or negligence of Licensee, its agents, employees or invitees.

11.0 Assignment and Subletting.

This License shall not be assigned, sublicensed or mortgaged in whole or in part.

12.0 Holding Over.

Licensee's holding or continued use or occupancy shall be construed as a License from month to month at the same monthly rent and subject to the same conditions set forth in this License.

13.0 Condemnation.

In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this License shall terminate as to the part so taken, and Licensee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the License, with the rental payments abated in accordance with the reduced square footage and inconvenience of the loss of other Premises and the presence of repair efforts, or choose to terminate the License without further obligation. Any damages and payments resulting from any public authority taking, damaging or condemnation of the Premises shall accrue to and belong to Licensor, and Licensee shall have no right to any part thereof.

14.0 Destruction.

If at any time during the term of this License, or any extension or renewal thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then this License shall terminate as to the part so destroyed, and Licensee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the License, with the payments abated in accordance with the reduced square footage and inconvenience of the loss of other Premises and the presence of repair efforts, or choose to terminate the License without further obligation. However, if Licensee chooses to remain in the Premises but Licensor elects not to rebuild or repair said Premises, Licensor shall so notify Licensee by written notice within the period of 30 days after the damaging event, and thereupon this License shall terminate without further obligation by Licensee.

15.0 Termination.

15.1 This Agreement is revocable at will by Licensor, with or without cause, provided the Licensor first gives Licensee thirty (30) days written notice in accordance with the terms and conditions of this Agreement.

15.2 This Agreement is revocable at will by Licensee, with or without cause, provided the Licensee first gives Licensor thirty (30) days written notice in accordance with the terms and conditions of this Agreement.

15.3 In the event Licensee fails to pay rent as required by the terms of this Agreement, Licensor, after providing thirty (30) days' written notice and an opportunity for Licensee to remedy the situation, shall have the right in accordance with applicable law to terminate this License.

16.0 Default.

Licensor shall, on default with respect to any of the provisions of this License by Licensee, except for the payment of rent, provide Licensee with a written notice of any breach of the License terms or conditions and Licensee shall then have 10 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 10 days. If the condition cannot be corrected in 10 days, Licensee shall have a reasonable time to complete the correction. Licensor may elect to enforce the terms and conditions of the License by any other method available under the law.

17.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

18.0 Binding on Heirs, Successors, and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors, personal representatives, and permitted assigns of Licensor and Licensee.

19.0 Entire Agreement.


This Agreement (and its attachments if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in a writing signed by both parties.

20.0 Notice.

20.1 Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Licensee:

Laurie O'Dell, Executive Director
Uptown Community Learning Center
~~1136 W. Montrose Avenue~~
Chicago, Illinois 60613

1145 W. Wilson Rm # 2623 
TRUMAN College

To Licensor:

Dr. Wayne D. Watson, Chancellor
City Colleges of Chicago
226 W. Jackson Boulevard, 14th Floor
Chicago, Illinois 60606

with additional notification to:

Dr. Phoebe K. Helm, President
Truman College
1146 W. Wilson Ave.
Chicago, Illinois 60640

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

21.0 Covenants Regarding Use.

21.1 Licensor covenants and agrees:

21.1.1 To maintain the Licensed Premises in condition fit for their intended use and to make all necessary repairs of which Licensor is aware, including adequate heat and water, and a sound physical structure;

21.1.2 To maintain the grounds and remove the rubbish;

21.1.3 To provide the use of certain furniture and personal property placed by Licensor in the demised Premises during the course of this License for the benefit of Licensee and its employees.

21.1.4 To permit Licensee, at all times during the term of this Agreement, a non-exclusive right of ingress and egress to and from the Premises through, over and upon such areas of the Licensor's complex as may be designated, from time to time, in writing, by Licensor (the "Access Area"). Licensee shall not enter, or permit any of its agents, employees or invitees to enter areas of the Licensor's building or complex other than the Premises and the Access Area, without, in each instance, first obtaining the prior written consent of Licensor of such person or persons as Licensor may from time to time, designate in writing. Licensee shall take all such measures as necessary to prevent any of its contractors, agents, employees, guests or invitees from entering areas of the Licensor buildings or Licensor complex other than the Premises and the Access Area.

21.2 Licensee covenants and agrees:

21.2.1 Licensee shall not consume, possess, exhibit, sell or offer for sale, nor permit its agents, employees, guests or invitees to consume, possess, exhibit sell or offer for sale, any alcoholic or intoxicating beverages on or around the Premises.

21.2.2 Licensee shall fully comply with all applicable laws, ordinances and governmental regulations and shall not make any use of the Premises 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 policy of insurance carried on the Premises building or building complex.

21.2.3 Licensee shall not display, inscribe, paint, print, maintain or affix on any place in or about the exterior of the Premises, building or building complex any sign, notice legend, direction, figure or advertisement unless Licensee has in each instance, first obtained the written consent of Licensor, or such person or persons as Licensor may from time to time, designate in writing.

21.2.4 Licensee shall, at is own cost and expense, procure each and every permit, license, certificate or other authorization and any renewals, extensions or continuances of the same required in connection with the lawful and proper use of the Premises.

21.2.5 Licensee shall enforce any "No Smoking" rules and regulations applicable to the Premises.

22.0 Independent Contractor.

It is mutually agreed and understood that neither party nor their employees, officers, agents or contractors are employees of the other and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

22.0 Access.

Licensee has the right of reasonable ingress and egress to the Premises and to parking facilities. Nothing in this agreement shall be construed as a guarantee of available parking. Licensor's students, faculty, staff and visitors will have priority to available spaces according to need, increased student enrollment, and the necessary uses of Licensor.

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IN WITNESS WHEREOF, the authorized representative of the parties have executed this Agreement on this ____ day of _____, 19__.

Licensee:

Licensor:

Uptown Community Learning Center

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois

by Laura Odell
(Signature)

by James A. Dyson
JUN 4 - 1998

Laura Odell
(Printed Name)

JAMES A. DYSON
BOARD VICE CHAIRMAN

~~Chairman~~ pb
(Title)

Exec. Director
(Title)

Attest: Patricia A. Burke
Secretary

Approved as to Legal Form:

Patricia A. Burke
General Counsel

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Exhibit A

Description of Office or Building Space

Building name and location:

Address:

Room Number(s):

Description:

Exhibit A -1

FACILITIES USE AGREEMENT

LICENSOR: BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS, a body politic and corporate, on behalf of Truman College

LICENSEE: UPTOWN COMMUNITY LEARNING CENTER, an Illinois not-for-profit corporation, 1137 W. Montrose, Chicago, Illinois.

FACILITIES: Conference room and office space as determined by the President of Truman College or her designee.

AGREEMENT DATE: May 8, 1998

COMMENCEMENT DATE: June 1, 1998

TERMINATION DATE: May 31, 1999

DAYS AND HOURS OF USE: Weekdays during the normal business hours of Truman College during the academic school year, excluding Sundays, Holidays and semester and Summer breaks.

PERMITTED USE: Office and conference room space to conduct educational and informational seminars on health and welfare issues.

COMPENSATION AMOUNT: Three hundred and 0/100 dollars (\$300.00) per month during the term of the License.

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Exhibit B

Description of Equipment or Personal Property

The following described equipment or personal property is Licensed to Licensee:
