

## LEASE AGREEMENT BY AND BETWEEN LEE COUNTY & BEST, INC.

This lease is made and executed in duplicate by and between Lee County, by and through the Chairman of the Lee County Board, herein called lessor, and Business Employment Skills Team, Inc. (BEST, Inc.).

- 1) **Description of leased premises.** Lessor agrees to lease to lessee and lessee agrees to lease from lessor, as provided two rooms located on the third floor at the east end of the Old Lee County Courthouse, Dixon, Illinois.
- 2) **Term.** This lease will be deemed to have begun on July 1, 2023, and will continue until December 31, 2023. At the end of the term, the lease will continue as a month-to-month tenancy. Should either party need to terminate this lease at any time during the initial 6-month term or the subsequent month-to-month tenancy, ninety (90) days' written notice is required.
- 3) **Rent.** The parties acknowledge and agree that the monthly rent for the leased premises shall be \$600.00, payable on or before the first day of each month to the office of the Lee County Treasurer.
- 4) Use of leased premises. The leased premises shall be used by the lessee for purposes consistent with the business of the lessee. The general public, including those persons who are served by the lessee, shall be allowed in the leased premise only during the regular business hours of the Old Lee County Courthouse, with the exception of administrative employees of the lessee who shall have access to the premises at all times. Lessee agrees to notify the Lee County Sheriff's Department when they are in the building outside of normal working hours.
- 5) Utilities. Heat and electricity shall be provided to the lessee as part of the rent paid for the premises. All other utilities needed by the lessee shall be the sole responsibility of the lessee, including the cost of installation.
- 6) Lessor's entry for inspection and maintenance. Lessor may enter on the premises at reasonable times after first obtaining lessee's permission to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises, and lessee agrees to permit lessor to do so.
- 7) Lessee's agreement not to sublease. Lessee agrees not to assign or sublease the leased premises, or any right or privilege connected therewith, or to allow any other person or entity, except lessee's agents and employees, to occupy the premises or any part thereof.

- 8) Changes in rules, regulations or statutes. In the event that there is a revision of State or Federal regulations, rules or statutes which might make this lease contrary to law, the parties hereto will review the lease and make a good faith effort to renegotiate those terms necessary to bring the lease into compliance with the new State and Federal regulations, rules or statutes. If the parties are unable to agree on new terms, this lease may be terminated at the option of either party upon 30 days' written notice.
- 9) **Manner of giving notice**. Notices given in connection with this lease, or necessary to carry out its provisions shall be in writing, and shall be given by certified mail, return receipt, postage prepaid, address to the following:

Lee County:	Chairman of the Lee County Board 112 E. Second Street Dixon, IL 61021
BEST, Inc.:	Executive Director Business Employment Skills Team, Inc. 815 N. Orlando Smith Avenue, Room C328 Oglesby, IL 61348

- 10) Effect of Waiver. Failure of the lessor to insist on strict performance of the terms, agreements and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of the lessor's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.
- 11) Lease applicable to successors. This lease and the conditions and covenants and hereof apply to and are binding on the heirs, successors, legal representatives and assigns of the parties.
- 12) **Time of essence.** Time is of the essence of this lease.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BEST, Inc.

County of Lee, Illinois

By: \_\_\_\_\_ Executive Director

By: \_\_\_\_\_\_ Chairman, Lee County Board