

**THE 8<sup>TH</sup> STREET GYM**  
LEASE AND ACTIVITIES AGREEMENT

This Lease and Activities Agreement (the "Lease") made and entered into this 20th day of May 2024, by THE 8<sup>TH</sup> STREET GYM INC., an Illinois corporation (the "Lessor") and Springfield Public Schools District 186 Hereafter known as SPS 186 (the "Lessee"). Lessor hereby agrees to permit Lessee, upon the faithful performance of the terms and covenants of this Lease, to use the Premises located at 1823 Camp Lincoln Rd., Springfield, IL 62704, for the purpose and terms stated below.

**I. PURPOSE**

Springfield High School Physical Education Classes

**II. DATES and TIMES**

Monday, Tuesday, Thursday and Friday, Periods 2-6 from approximately 9 am to 2:30 pm

From October 22 to March 28, 2025

**III. PAYMENT**

Total amount of rent is \$6,000 plus the trade out of SPS Gym facilities, specifically Lanphier, Springfield and Southeast for hosting of future events with the first \$2,000 traded out and then the Lessor would be responsible for future fees.

**IV. RENTAL AREA**

Entire Gymnasium and Parking Area

**V. LESSEE'S COVENANTS**

- A. Deface Premises:** Lessee shall not injure, nor mar, nor in any manner deface the Premises, and shall not cause or permit anything to be done whereby the Premises shall be in any manner injured, marred or defaced.
- B. Pay for Damages:** If the Premises or any portion of the building during the term of this Lease shall be damaged by the act, default or negligence of Lessee, or Lessee's agent, employees, patrons, guest, or any person admitted to the Premises by Lessee, Lessee will pay to Lessor upon demand such sum as shall be necessary to restore the Premises to its present condition. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Premises or to any portion of the building by the consent of Lessee.
- C. Indemnity:** Lessee shall defend Lessor, indemnify Lessor and save Lessor harmless from all loss, costs, attorney's fees and other expenses arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupation of the Premises, whether such use is authorized or not, or by any act or omission of Lessee or any of its officers, agents, employees, guests, patrons or invitees and Lessee shall pay for any and all damages to the property of Lessor, or loss or theft of such property, done or caused by such persons. Lessor will defend, indemnify and hold District harmless against any and all claims, demands, causes of action, debts, suits in law or equity, government enforced actions, or any other actions, including but not limited to the recovery of attorney fees, by any person, firm, corporation or other third party to the extent the claim is arising out of or related, in any manner, to the condition or repair of the leased premises.
- D. Insurance:** Lessor will provide Lessee proof of insurance coverage in the amount of \$1,000,000 for premises liability coverage relating to bodily injury with an insurance company acceptable to the Lessee and naming the Lessee as an Additional Insured. Lessor will provide Lessee with a Certificate of Insurance prior to the effective date of this Lease.
- E. Preservation of Subrogation:** The Lessee acknowledges and agrees that the Lessor preserves, retains and does not release the Lessee of any or all responsibility or liability to the Lessor or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Premises, or any property of the Lessor, by reason of fire or any other peril caused by the Lessee or Lessee's agent, employees, patrons, guests, or any person admitted to the Premises by Lessee. The Lessor acknowledges and agrees that the Lessee preserves, retains and does not release the Lessor of any or all responsibility or liability to the

Lessee or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Premises, or any property of the Lessee, by reason of fire or any other peril caused by the Lessor or Lessor's agent, employees, patrons, guests, or any person admitted to the Premises by Lessor.

## VI. RULES and REGULATIONS

Lessee will abide by and conform to all rules and regulations from time to time adopted or prescribed by Lessor for the operation and management of the Premises.

## VII. CANCELTION, FORFEITURE AND DEFAULT

4. **A. Cancellation:** Lessee understands and agrees that during the term of this Lease, Lessor may use or cause to be used or leased any portion of Lessor's premises not demised to Lessee. Lessor reserves the right to cancel this Lease with or without notice, said cancellation to be within the absolute and arbitrary discretion of Lessor and without the necessity of giving Lessee any reason for such cancellation. In the event of the cancellation of this Lease by Lessor there shall be refunded to Lessee within a reasonable time of such cancellation, the pro rata amount of the rent paid for the remaining term of this Lease. It is expressly agreed that in the event of a cancellation of this Lease that Lessee shall have no claim of any nature against Lessor because of such cancellation. "Lessee may terminate or cancel this Lease with fourteen (14) days notice for any reason, and the parties agree that Lessor shall have no claim of any nature against Lessee because of such termination or cancellation."
- B. Forfeiture (No Refund):** If Lessee shall fail for any reason to take possession or to use the Premises, no rent refund shall be made and the full rent called for by this Lease, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by Lessee to Lessor, as partial liquidated damages, and not by way of penalty.
- C. Default:** In the event that Lessee should default in the performance of any of the covenants contained in this Lease, Lessor shall have the option to terminate this Lease and all of Lessee's rights hereunder, and in the event of such termination, Lessee shall be obligated to pay Lessor on demand any damages, costs, attorney's fees or other expense sustained by Lessor by reason of Lessee's actions or inactions and the termination of this Lease, whether arising because of Lessor's inability to relent the Premises or otherwise. Upon termination of this Lease, Lessee shall vacate the premises immediately in a quiet and peaceful manner.

## VIII. ACCESS TO PREMISES:

Lessor, its representatives, employees and concessionaires, shall at all times of the events have free access to the Premises.

## IX. GENERAL CONDITIONS

- A. Abandoned Property:** Any property left for more than thirty (30) days after the termination of this Lease may, at Lessor's option, be deemed to have been abandoned by Lessee, and Lessor may at its option take possession thereof as its own property or destroy or otherwise dispose of same, Lessee hereby waiving any rights to claim the value thereof or damages therefore and Lessor hereby reserves the right to recover from Lessee the costs of disposing of or storing same, as the case may be.
- B. Lost Articles:** Lessor shall have the sole right to collect and have the custody of articles left or lost in the building. Lessor is not responsible for lost or stolen items.
- C. Occupancy Disruption:** If the Premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if riots, civil commotion or any other casualty or unforeseen occurrences shall render fulfillment of this Lease by Lessor impossible, Lessor shall not in any case be liable to Lessee for any damages caused thereby.
- D. Condition of Premises, Liability:** It is distinctly understood that in no case shall Lessor or its officers or employees or any of them be held responsible for any damage, loss, or injury of any nature to Lessee or to any person or property on or about the Premises or other portions of the building occurring during any period of Lessee's use of the Premises, howsoever arising.

- E. Binding Effect, Variations:** All the terms and conditions of this Lease shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any representations or promise on the part of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents of the parties hereto.
- F. Evacuation, Public Safety:** Lessor reserves the right to evacuate the Premises during any activity in progress where it is deemed necessary for the safety of the general public.
- G. Animals:** Lessee will not allow, permit or bring animals, birds or fish of any kind on the Premises.
- H. Quiet Enjoyment:** Lessee will not cause nor allow any noise or activity on the Premises, which might disturb the peace and quiet of the neighborhood.
- I. Objectionable Persons:** Lessor reserves the right to enter any portion of the Premises and to eject any objectionable person or persons from said building and upon the exercise of this authority, Lessee hereby waives any right and all claims for damages against Lessor or its agents.
- J. Immoral (Improper) Purpose:** Lessee shall not permit the Premises to be used for any improper, immoral or objectionable purpose and the decision of Lessor in these matters shall be final. Lessee shall not conduct or allow any party to conduct any activity in or upon the Premises, which is illegal, indecent, obscene or immoral, and should any activity be deemed by Lessor to be unlawful, indecent, obscene, lewd or immoral, Lessor shall have the right to demand of Lessee and Lessee shall cause such activity to cease immediately.
- K. Invalidity or Unenforceability:** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision of this Lease.
- L. Assignment and Subletting:** Assignment of this lease to another party or subletting is not allowed without the written permission of the Lessor.
- M. Court of Choice:** Lessee and Lessor agree that if any matters are litigated, they will be litigated in a court located in Sangamon County in the State of Illinois. The prevailing party shall be awarded reasonable attorney's fees and costs.
- N. Governing Law:** The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

**X. Notes**

- Lessee or its invitees are not allowed to bring food or drink into the gymnasium.
- School agrees to provide supervision for all classes and the facility
- School agrees to check the facility for trash and any issues concerning the use of the facility
- And agrees to notify The Gym if any mechanical or facility issues occur while in use.
- "Lessee shall notify Lessor of any issues or problems that arise related to its use of the Leased Premises, and Lessor shall address the same in a timely manner."

**XI. NOTICE:**

Any notice or document required or permitted to be delivered shall be delivered to the following respective addresses:

Lessor - The 8<sup>th</sup> Street Gym  
 1401 North 8<sup>th</sup> Street  
 Springfield, IL 62702

Lessee – Springfield Public Schools 186  
 3063 Fiat Avenue  
 Springfield, IL 62703

Facility- The Gym  
 1823 Camp Lincoln Rd.  
 Springfield, IL 62704

concerning (Springfield High School)

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THE 8<sup>TH</sup> STREET GYM INC. Lessor

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Lessee (ALL MUST SIGN)

Lessee's Contact Person: