

Ordinance No. 13-22

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, APPROVING A LEASE WITH SAVE-A-VET NFP, INC. FOR THE PROPERTY AT 408 BARRINGTON AVENUE

WHEREAS, the Village of East Dundee (the "Village") is a duly organized, and validly existing home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois; and,

WHEREAS, the Village has the authority to enter into leases of Village property pursuant to section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1); and,

WHEREAS, Save-A-Vet NFP Inc. has requested a lease of a residence owned by the Village for its veteran residential program located at 408 Barrington Road in the Village; and,

WHEREAS, the Village pursuant to the above authority hereby finds that entering into a lease with a hold harmless agreement for a residential use program by Save-A-Vet NFP Inc. is in the best interest of the Village.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Corporate Authorities of the Village hereby find as facts all of the recitals in the preamble of this Ordinance and incorporate them as though fully set forth herein.

Section 2. That the residential lease between the Village and Save-A-Vet NFP Inc. entitled, *LEASE BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE* with its attachment *SAVE A VET NFP, INC. HOLD HARMLESS*, which are attached hereto and incorporated herein as Exhibit A, are hereby approved and Village Administrator Robert Skurla, is hereby authorized to execute and deliver said Lease on behalf of the Village of East Dundee.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval by three fourths of the Corporate Authorities and publication in pamphlet form as provided by law.

Passed this 8th day of July, 2013.

AYES: Trustees Gorman, Lynam, Skillicorn, Selep, Wood
and President Miller

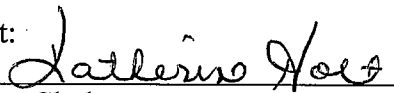
NAYS: Ø

ABSENT: Trustee Ruffalo

Approved this 8th day of July, 2013.


Village President

Attest:


Village Clerk

Published in pamphlet form:

July 9, 2013

**SAVE A VET NFP, INC.
HOLD HARMLESS**

FOR AND IN CONSIDERATION of the Village of East Dundee, Kane and Cook Counties, Illinois (the "Lessor"), entering into the Lease Rental Agreement, a copy of which is attached hereto and made a part hereof, for the premises commonly known as 408 Barrington Avenue, East Dundee, with Save-A-Vet Inc., a not-for-profit corporation (the "*Lessee*"), the Lessee hereby covenants and agrees as follows:

1. To indemnify and hold harmless the Lessor, each trustee, officer, employee or agent of any of the Lessor, from and against any and all losses, claims, damages, liabilities, judgments or expenses whatsoever as a result of the Lessee's use of the Premises or presence in the Premises by the Lessee's officers, shareholders, directors, employees, residents, agents, invitees, guests or volunteers.
2. In case any proceeding shall be instituted involving any person in respect of which indemnity may be sought pursuant to the preceding paragraph, such person (the "*indemnified party*") shall promptly notify the Lessee in writing, and the Lessee shall promptly assume the defense thereof, including the employment of counsel chosen by the Lessor and approved by the Lessee and shall pay the reasonable fees and disbursements of such counsel related to such proceeding.

Dated this 11 day of July, 2013.

Save-A-Vet NFP Inc.

By: _____

President

Attest:

Katherine Holt
Secretary

LEASE

BASIC RENTAL AGREEMENT OR RESIDENTIAL LEASE

This Rental Agreement Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, The Village of East Dundee, shall be referred to as "OWNER" and

Tenant(s)/Lessee, Save-A-Vet nfp, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT

agrees to rent/lease from OWNER for use solely as a Save-A-Vet residence, the premises located at

408 Barrington Ave. in the city of East Dundee, IL.

1. TERMS: RESIDENT agrees to pay in advance \$1.00 per month on the First day of each month. This agreement shall commence on May 22, 2013 and continue; (check one)

A. Thereafter it shall become a month-to-month tenancy. If RESIDENT should

move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time

that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period,

whichever is shorter.

B. on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

2. PAYMENTS: Rent and/or other charges are to be paid at such place or method designated by the owner as follows

The Village of East Dundee, IL. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$1.00, and a Security Deposit of N/A.

All payments are to be made payable to The Village of East Dundee.

3. SECURITY DEPOSITS: The total of the above deposits shall secure compliance with the terms and conditions of

this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely

vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d)

cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount

legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to

RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall

Immediately pay said additional costs for damages to OWNER.

4. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the

peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

5. PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner

into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be

responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause

clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared

of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins,

or sinks.

6. HOUSE RULES: RESIDENT shall comply with all house rules as stated on separate addendum, but which are

deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this

agreement.

7. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER

after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to

RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

8. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month to

month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate.

Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered

vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other

property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the

termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for

additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

9. POSSESSION: If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date,

because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any

other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written

notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any

sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated

and begin on the date of actual possession.

10. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the premises at any time

in case of emergency or suspected abandonment, OWNER shall give 24 hours advance notice and may enter for the

purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke

alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and

maintenance that in OWNER'S judgment is necessary to perform.

11. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

12. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that

part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the

validity or enforceability of any other provision of this Agreement.

13. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by

OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to

require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition,

and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

14. ATTORNEY FEES: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

15. JOINTLY AND SEVERALLY: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

16. LEAD NOTIFICATION REQUIREMENT: For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

X Lead Based Paint Disclosure Form

X EPA Pamphlet 27: ADDITIONS AND/OR EXCEPTIONS

17. KEYS AND ADDENDUMS: RESIDENT acknowledges receipt of the following which shall be deemed part of

this Agreement: (Please check)

6 Keys # of keys and purposes _____

X House Rules X Pet Agreement ___ Other _____

31. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT.

No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and

hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature [Signature]

Date June 10, 2013

RESIDENT'S Signature _____

Date _____

OWNER'S or Agent's Signature [Signature]

Date June 10, 2013

