

## **LEASE AGREEMENT**

This Lease Agreement (herein after referred to as the "Agreement") is made and entered into on November 17, 2017, by and between the Atlanta Public Library (the "Landlord") and William M. Thomas (the Tenant).

**Whereas**, the Landlord is the fee owner of certain real property located 114 SW Arch Street, Atlanta, Illinois 61723 (the "Premises") and

**Whereas**, the Landlord desires to lease the Premises to the Tenant upon the terms and conditions contained herein;

**Now therefore**, in consideration of the above recitals and mutual promises and benefits contained herein, the parties agree to the following terms:

**TERM.** This Agreement shall commence on November 17, 2017 (the "Commencement Date"), and shall continue from that date as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant by do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date.

**RENT.** Under the terms of the Agreement, rent shall consist of all monetary obligations owed to Landlord by Tenant in accordance with the Agreement. Monetary obligations shall include the following:

- Tenant shall pay Landlord rent in the amount of \$400.00 per month by or before the first of each month.

**LATE PAYMENT.** If rent not paid by or before the 5<sup>th</sup> day of each month, a late fee of \$25 will be assessed and added to the rent due for the month.

**UTILITIES.** Tenant shall not pay for any utilities, services, or charges provided to the Premises, including any and all deposits required.

**USE OF PREMISES & EQUIPMENT.** The Premises shall be used and occupied by the Tenant for the sole purpose of office space. This will consist of the large office on the second floor at the back Right of the building, and a reception desk at the front of the building on the first floor and access to common spaces of the building.

**CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in safe, clean and tenantable condition.

**ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the Premises without the prior consent of Landlord.

**DAMAGES TO PREMISES.** If the Premises are damaged or destroyed due to any fault of Tenant, Tenant is responsible for the full cost of repairs to the satisfaction of the Landlord.

**ENTIRE AGREEMENT.** This document constitutes the entire Agreement between the Tenant and Landlord. The Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**IN WITNESS WHEREOF,** the parties have executed this Agreement in the manner prescribed by law as of the Effective Date.

By:

William M. Law

Date 12-8-17

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Date \_\_\_\_\_