

## McHenry Riverwalk Shoppes 2023 Lease Agreement

This AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the McHenry Area Chamber of Commerce the “Chamber”, 1257 N. Green Street, McHenry, Illinois 60050 and \_\_\_\_\_ “Tenant” of a certain Riverwalk Shoppe located at 1202 Riverside Drive, McHenry, Illinois 60050.

A. The Chamber has agreed to grant a revocable, non-transferable, and non-exclusive use of unit # \_\_\_\_\_ at 1202 Riverside Drive, McHenry, Illinois 60050.

B. Tenant has agreed to rent the unit # \_\_\_\_\_ from the Chamber. Therefore, the parties agree as follows:

- 1) Use. Retail purposes only.
- 2) Rent. Rental amount \$3500 for the 2023 season. (If Shoppes are delayed in opening past May 15, the rent will be prorated to reflect the reduced season.) All checks must be written to McHenry Area Chamber of Commerce.

### **Rent structure:**

**January 15th: Refundable Security Deposit of \$500, and initial payment of \$1000 due to hold your spot.**

**April 1<sup>st</sup> : \$2000**

**May 1<sup>st</sup>: \$500, plus \$25 electric fee**

**Each month thereafter: \$25 electric fee**

- 3) Length of Agreement. The agreement will take effect on May 5<sup>th</sup>, 2023 through October 29<sup>th</sup>, 2023. Move in and store set up is scheduled for approximately May 1<sup>st</sup>, 2023. Penalty for vacating premises before term expires is \$200 per week. Shop must be emptied the week after closing.
- 4) Trash. The Tenant is responsible for moving any trash from the public rights of way connected to Tenant’s business. If Tenant does not remove trash, the Chamber may remove the trash and bill the Tenant.
- 5) Sublease. The Tenant may not sublease its space in whole or part to any other individual or business. All Tenants must be listed on the original lease unless authorization is given from staff.
- 6) Repair & Maintenance. The Chamber shall be responsible for all repairs unless damage is deliberate by Tenant. In this case, the Tenant shall be responsible to pay for any repairs the Chamber shall make.
- 7) Deposit. A refundable security deposit of \$500 is due January 15th.
- 8) Damage. Any damage or permanent changes to the structure shall be repaired and restored by the Tenant or the Tenant will be charged any fees incurred by the Chamber to repair or restore the unit out of the security deposit. If damages exceed the security deposit, the Chamber reserves the right to bill the Tenant for the remaining cost of repairs.
- 9) Inspections. The Chamber and/or the City of McHenry are allowed to conduct inspections upon reasonable notice.
- 10) Insurance. The Tenant shall provide a Commercial General Liability Insurance naming the McHenry Area Chamber of Commerce as the certificate holder. The following language must be listed on the insurance, “ADDITIONAL Insured: McHenry Area Chamber of Commerce, City of McHenry and all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.” The insurance policy must be in place and on file at the Chamber’s office and given to the Chamber before Tenant may

commence business. The insurance policy must be active throughout the entire season or Tenant will not be allowed to operate until policy is active.

11) Operating Covenant.

- a. The Tenant shall not abandon or leave vacant the unit and shall not allow anyone other than Tenant, its employees, or agents to occupy it. Tenant shall not conduct an auction, going-out-of-business, bankruptcy sales, or similar practice.
- b. Tenant may not display merchandise outside of the shop other than directly on their individual shops porch or obstruct the public rights of way without prior written consent from McHenry Riverwalk Shoppes Manager.
- c. Tenant must keep their shop and surrounding area clean, neat, and safe.
- d. Tenant will refrain from using the shop in any way that is disruptive, a nuisance, annoyance, or an inconvenience.
- e. Tenant must keep the shop continuously and uninterruptedly open for business and adequately staffed during the following hours:

May 5th through October 29<sup>th</sup>, 2023:

Fridays: 10am to 6pm

Saturdays: 10am to 6pm

Sundays: 10pm to 4pm Initial \_\_\_\_

\*Shops may be open more hours, but not less hours to maintain consistency and attraction to all 10 retail shops.

\*These days and hours are MANDATED. Please consider who can cover your shop if you cannot be there. In case of emergency, please notify the property manager.

Excessive tardiness, emergencies, or early closures may result in a termination of the contract with final decision by the Chamber.

- f. Tenant will maintain a stock of merchandise throughout the season.
- g. Tenant will comply with all laws, ordinances, orders, rules, regulations, and requirements of federal, state, county, and city government regulating the use and occupancy of the shop.
- h. Tenant will not install any signs on the unit or display any additional signs on the sidewalk or porch. No outside displays shall be attached to the building, cover the building, or cover the windows. If outdoor displays are used, they must be tastefully decorated. They cannot be on the sidewalk. It is the Tenant's responsibility to inform their employees of the rules. Items must be removed immediately when told or they will be removed by the manager after the second warning of the season. If racks are used, they are limited to one rack for their outdoor display.
- i. No changes should be made to the inside structure or the outside of the shop in such a manner as to detract from the character and standards of the unit. No modifications to slatwall, floors, windows, doors.
- j. Tenant shall say no disparaging remarks to the public about the Chamber, City, McHenry Riverwalk Shoppes or any entity involved in the Shoppes or downtown. Vendors shall be courteous to other vendors, customers, and other business owners.
- k. Tenant shall provide a copy of their sales tax license and any other licenses required by City, State, or Federal government.
- l. Electricity is provided; however, there is a \$25 per month electric fee that will be charged to each vendor. If electricity usage is excessive, the Chamber reserves the right raise the electric fee on a case-by-case basis.

List any appliances to be used at your shop:

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- m. Tenant shall participate in marketing the McHenry Riverwalk Shoppes as well as their own shop including social media, events, and activities at McHenry Riverwalk Shoppes.
  - n. Tenant shall attend all required workshops as determined by the Chamber as part of the Incubator Program.

- o. Tenant is responsible for their own internet connection to accept payments. The Chamber is not responsible for any missed sales that may happen from the lack of internet.
  - p. Tenants shall keep the outside and inside of their shop clean at all times. Tenants shall pick-up any trash outside of their shop and dispose in a proper manner.
- 12) Third Party Beneficiary. The parties understand and agree that the City of McHenry is a third-party beneficiary to this agreement and may enforce any provision of the agreement for itself and/or for the Chamber as if it had all rights of the Chamber. The rights of the City of McHenry are irrevocable, and the Chamber and the Tenant shall not discharge or modify the rights of the City of McHenry without the City of McHenry's consent.
  - 13) Prevailing Wage. If applicable, pursuant to 820 ILCS 130/0.01, et seq., not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the Shoppes or the Shoppes area. The prevailing rate of wages is revised by the Illinois Department of Labor and are available on the Department's official website.
  - 14) Default. Tenant agrees should Tenant breach any provisions in the agreement, the Chamber or the City of McHenry may at any time declare the Tenant in default and terminate the agreement immediately.
  - 15) Indemnification. Tenant shall indemnify the McHenry Area Chamber of Commerce, its board, staff, and volunteers, as well as the City of McHenry, its officials, etc. against any and all acts arising out of Tenants use of the shops, and all claims, liability, liens, etc.
  - 16) Reimbursement. Tenant agrees that it shall reimburse the Chamber for any and all costs and expenses, including reasonable attorneys' fees that the Chamber incurs in connection with the enforcement of its rights under this Agreement.
  - 17) Remedies. Failure to pay rent; failure to perform any covenant will give the Chamber the right to terminate the Agreement.
  - 18) Governing Law. This Agreement shall be governed by the laws of the State of Illinois.
  - 19) Entire Agreement. This Agreement shall constitute the entire agreement and supersede any other written or oral agreements between the parties.
  - 20) Severability. Should any one or more of the provisions of this Agreement be determined to be unlawful, invalid, or unenforceable, the remaining provisions of this Agreement shall not be impaired.

IN WITNESS WHEREOF, the Chamber and Tenant have caused this agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_.

WITNESSES: McHenry Area Chamber of Commerce:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Tenant:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Please contact the McHenry Area Chamber of Commerce with your signed contract, deposit, and any questions.