

ADDENDUM TO LEASE

This Addendum is made and entered into on the date hereinafter set forth, by and between Lisle School District #202, DuPage County, Illinois (“Lessor”) and the School Association for Special Education in DuPage County (“SASED” or “Lessee”).

WHEREAS, concurrently herewith, Lessor and Lessee have entered into a lease agreement for the Extended School Year (ESY) Summer 2026 term, encompassing the dates set forth in the Lease (“the Lease”); and

WHEREAS, the parties wish to amend the Lease as set forth herein;

NOW THEREFORE, the Lessor and the Lessee agree as follows:

1. Section 2 (Premises) is amended so that the first sentence before the room listing reads:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises taken in ‘as is’ condition:

2. Section 2 (Premises) is further amended so that the sentence following the room listing reads:

including all ordinary school equipment currently present in said classrooms as of the effective date of this Lease.

3. The following sentence is added at the end of Section 2 (Premises) of the Lease:

Lessee acknowledges the building is not used by Lessor as a school and that a portion of the building is leased to Chesterton Academy, which has exclusive use of the gymnasium.

4. Section 12 (Property Insurance, Utility Service, Repairs and Replacement) of the Lease is amended to state as follows:

Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor; however, any costs incurred for such repairs or replacements during the summer term shall be counted toward the Fifty Thousand Dollars (\$50,000) cap established in the regular school-year lease agreement between the parties for the 2026-2027 school year. The intent of the parties is that the summer and regular school year leases be considered continuous for purposes of the

Lessor's cumulative financial obligation related to major building repairs. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the waste or misuse of the premises by Lessee, its agents, employees, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

6. Section 13 (Liability Insurance and Indemnification) of the Lease is amended to state as follows:

Lessee shall maintain adequate insurance to insure against claims for bodily injury and property damage resulting from the use of the Lessor's premises. In addition, Lessee shall purchase General Liability coverage with a \$1,000,000 per occurrence limit, \$3,000,000 General Aggregate and \$500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor as additional insured on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's business purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASSED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be canceled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgments, causes of action, costs, expenses (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused by an act or omission of the indemnifying party or its Board, Board members, employees, volunteers or agents.

7. Section 14 (Service/Usage Needs for ESY2026) of the Lease is deleted in its entirety and replaced with the following:

Space Usage shall include the following:

- Regular classroom or equivalent space, including use of utilities, garbage removal, snow removal and lawn cutting.
- Janitorial service, supplies and general maintenance.
- Student fees required by the Lessor for students attending these programs are billed to SASSED and will be included in the tuition costs billed to the district of residence. SASSED has access to common use equipment and supplies in the

building that are made available to other tenants. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASSED faculty and students. Lessor will provide access to Lessor's technology staff to allow for SASSED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASSED. However, the Lessor's technology staff will be available to assist in resolving problems that are the result of the district network or the result of SASSED provided hardware and software interacting with the network. This assistance shall be coordinated with SASSED technology staff. SASSED teachers working with students included in district classroom programs will be allowed to participate in Lessor's staff meeting and activities, inclusive of celebrations and assemblies. SASSED acknowledges that Lessor has no employees regularly working in the building. The rent amount identified above includes, and there shall be no additional charge for, SASSED's use of the premises, facilities, utilities, supplies, maintenance services, access, support, personnel services, programs, area and facilities of common benefit described herein.

- With regard to the school day for SASSED students, start and end times shall be the same as for the other students in the school.

8. To the extent of any conflict or inconsistency between this Addendum and the Lease, the provisions of this Addendum shall control. All other provisions of the Lease will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

LISLE SCHOOL DISTRICT #202

By: _____
Board President

Date: _____

Attest: _____
Secretary

Date: _____

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION
IN DUPAGE (SASED)

By: _____
Executive Director

Date: _____

Attest: _____
Assistant Director of Business/CSBO

Date: _____