



**Wilmette Park District  
Special Meeting of the  
Board of Park Commissioners**

**January 20, 2026  
6:30 p.m. - Mallinckrodt**

**AGENDA**

**1.0 SPECIAL BOARD MEETING CALLED TO ORDER**

**1.1 ROLL CALL**

**2.0 COMMUNICATIONS AND CORRESPONDENCE**

**3.0 PUBLIC COMMENT/RECOGNITION OF VISITORS**

**4.0 NEW BUSINESS**

**4.1 CONSIDERATION OF RESOLUTION 2026-R-1: LEASE WITH BETH HILLEL  
CONGREGATION**

**5.0 ADJOURNMENT**

*If you are a person with a disability and need special accommodations to participate in and/or attend a Wilmette Park District meeting, please notify the Director's Office at 847-256-6100.*

## **Wilmette Park District** **Policy for Public Comment**

The Board of Park Commissioners, in its regular or special meetings, is a deliberative body assembled to make decisions on new and pending matters affecting the District. Park Board and Committee meetings are meetings held in public, not a public meeting. The Board invites both oral and written communications from its residents.

To facilitate the conduct of Board/Committee meetings, the following procedures will be followed:

1. A section of each meeting will be set aside for public comment and will be noted on the agenda as "Recognition of Visitors."
2. During the "Recognition of Visitors" agenda item, audience members wishing to comment should raise their hands and will be permitted to speak once they are recognized by the President/Chairperson.
3. When recognized by the President/Chairperson, each audience member should identify themselves and limit speaking to no more than three (3) minutes, unless additional time is granted by the President/Chairperson. Each audience member will be permitted to speak only once. The President's/Chairperson's denial of or limitation on any request for an extension of time may be overruled by a majority of those Commissioners/Committee members present.
4. Questions are to be directed to the entire Board/Committee. Audience members are reminded that questions often require Board/Committee member or staff investigation or inquiry to obtain additional information before responding. As such, Board/Committee members may choose not to immediately respond to comments, and the issue instead may be referred to staff for additional consideration, or a Board/Committee member may pursue the issue at a future Board/Committee meeting. Lack of an immediate response to a question raised during public comment should not be interpreted as anything other than a commitment by the Board/Committee to take the issue under advisement for consideration and follow up or possible future action.
5. Park Board/Committee members may, by addressing the President/Chairperson, interrupt a presenter to obtain clarification and/or further information.
6. Personnel matters will not be addressed during "Recognition of Visitors."
7. During presentation and discussion of agenda items, the President/Chairperson will not recognize speakers in the audience unless the Board/Committee desires additional information from an audience member.
8. When addressing the Board/Committee, all persons permitted to speak shall confine their remarks to the matter at hand and avoid personal attacks, the impugning of motives, and merely contentious statements. If any person indulges in such remarks or otherwise engages in conduct injurious to the civil discourse of the Board/Committee and the meeting, the President/Chairperson may immediately terminate the opportunity to speak. This decision is at the discretion of the President/Chairperson or upon the affirmative vote of two-thirds (2/3) of the Park Board commissioners/Committee members present.
9. Any person, except a member of the Board, who engages in disorderly conduct during a meeting, may be ejected from the meeting upon motion passed by a majority of the Board/Committee members present.

*Approved February 13, 2023*

**Wilmette Park District**  
**Policy for Written Communications and Correspondence from the Public**

The Wilmette Park District welcomes communications from its residents in all formats. When the communication is via email, and the intent of the resident is to have the communication included in the materials for the next public meeting, the below information outlines the process for inclusion in public meeting materials:

1. Any written communication or correspondence, including any attachments, that members of the public would like included in a Board or Committee meeting packet must be submitted to the following email address: [publiccomment@wilpark.org](mailto:publiccomment@wilpark.org).
2. The written communication will be included in the next public meeting, either Board/Committee meeting, unless specified otherwise by the resident.
3. All written communications submitted for inclusion in a Board/Committee packet shall pertain to public business of the Park District. Any communications unrelated to public business or that contain obscene, indecent, or profane language or imagery will not be included in Board/Committee packets.
4. The written communication must be received not less than two (2) business days prior to a meeting to be included in that particular packet. Written communications received after that time will be included in the next Board/Committee meeting packet.
5. When members of the public communicate directly with one or more members of the Board of Park Commissioners or staff using their individual Park District email addresses, the email will be included in the next Board/Committee packet if forwarded to [publiccomment@wilpark.org](mailto:publiccomment@wilpark.org) per the time constraints outlined above.

## MEMORANDUM

Date: January 16, 2026  
To: Board of Park Commissioners  
From: Chris Lindgren, Executive Director  
Re: Beth Hillel Congregation Lease

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### Background

The Park District purchased the property commonly known as Beth Hillel Congregation (BHBE) on August 28, 2024. Since that time, the Congregation has been renting their space from the Park District under a lease agreement that expired on December 31, 2025. The BHBE also operated a school at the property that vacated in summer of 2025. This new lease would extend similar terms to Beth Hillel and allow the Park District to continue receiving funds until plans for the property are solidified.

After the departure of the school in summer of 2025, BHBE was only using about 50% of the square footage for the Congregation. This space was recently leased to the Wilmette Police Department in December of 2025 for temporary housing of the police station until the end of 2027, when the new station is expected to be completed. The Congregation has not found their new permanent location and has agreed to a new lease ending December 2027. This new lease reflects the lower square footage amount and allows for supplemental rent to be paid to the District if the overall repair costs for the year are low. In addition, the liability insurance requirements have been increased to reflect the protection needed for the District.

### Recommendation

Staff recommends the approval of Resolution 2026-R-1.

#### Attachments:

- 1) Resolution 2026-R-1
- 2) Lease Agreement between Wilmette Park District and Beth Hillel Congregation

**WILMETTE PARK DISTRICT  
RESOLUTION NO. 2026-R-1**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A LEASE  
AGREEMENT BETWEEN WILMETTE PARK DISTRICT AND BETH HILLEL CONGREGATION BNAI  
EMUNAH FOR CERTAIN PROPERTY LOCATED AT 3220 BIG TREE LANE, WILMETTE, ILLINOIS**

WHEREAS, the Wilmette Park District (“Park District”) owns certain real property located at 3220 Big Tree Lane, Wilmette, Illinois (“Park Property”); and

WHEREAS, Beth Hillel Congregation Bnai Emunah, an Illinois not-for-profit corporation (“Beth Hillel”), and the Park District are parties to a certain Lease Agreement covering a portion of the Park Property with an effective date of August 28, 2024 (“Original Lease”); and

WHEREAS, the Park District and Beth Hillel desire to formally terminate the Original Lease and enter into a new lease agreement; and

WHEREAS, following a series of extensive negotiations, the Park District and Beth Hillel have agreed upon and prepared in draft form a Lease Agreement (“Lease Agreement”) that creates a new lease of certain portions of the Park Property (“Leased Premises”) from the Park District to Beth Hillel, and sets forth the respective rights and obligations of the parties with respect to same; and

WHEREAS, the Park District, by virtue of its powers set forth in Section 10-7(e) of the Park District Code (70 ILCS 1205/10-7(e)), is authorized to enter into this Lease Agreement; and

WHEREAS, the Park District’s Board of Park Commissioners (“Park Board”) has determined that the Leased Premises are not currently required for park or recreational purposes, and it is in the best interests of the Park District and its residents to authorize the execution of the Lease Agreement, subject to the terms and conditions set forth therein.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Board of Park Commissioners of the Wilmette Park District, Cook County, Illinois, as follows:

**Section 1.** The preamble to this Resolution is hereby incorporated in its entirety by reference in, and made a part of, this Resolution.

**Section 2.** The form, terms and provisions of the proposed “Lease Agreement,” a copy of which has been distributed to and considered by the Park Board at this meeting, are hereby approved, and the President and Secretary of the Park Board, or their designee, are hereby authorized and directed to execute said agreement in the name of and on behalf of the Park District, substantially in the form presented at this meeting, with such modifications thereto as the President in consultation with the Park District’s attorney shall approve.

**Section 3.** The Secretary of the Park Board is hereby authorized and directed to certify a copy of this Resolution and deliver same to the Beth Hillel upon request.

Section 4. The proper officers or employees of the Park District are hereby authorized to execute such further documents and instruments and take such further actions as they shall deem necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution and the Lease Agreement.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted by roll call vote this 20<sup>th</sup> day of January, 2026.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

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President, Board of Park Commissioners  
Wilmette Park District

ATTEST:

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Secretary, Board of Park Commissioners  
Wilmette Park District

**SECRETARY'S CERTIFICATE**

I, the undersigned, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wilmette Park District, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District; and,

I hereby further certify that the foregoing instrument is a true and correct copy of:

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A LEASE  
AGREEMENT BETWEEN WILMETTE PARK DISTRICT AND BETH HILLEL CONGREGATION BNAI  
EMUNAH FOR CERTAIN PROPERTY LOCATED AT 3220 BIG TREE LANE, WILMETTE, ILLINOIS**

adopted at a duly called Meeting of the Board of Park Commissioners of the Wilmette Park District, held at Wilmette, Illinois, in said District at 6:30 p.m. on the 20<sup>th</sup> day of January, 2026.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board, in the passage of the resolution.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of said Park District at Wilmette, Illinois this 20<sup>th</sup> day of January, 2026.

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Secretary  
Board of Park Commissioners  
Wilmette Park District

[SEAL]

## **LEASE AGREEMENT**

This **LEASE AGREEMENT** (“Lease”) is made and entered into effective as of January 1, 2026 (“Effective Date”), by and between **Wilmette Park District**, an Illinois park district and unit of local government (“Landlord”), and **Beth Hillel Congregation Bnai Emunah**, an Illinois not-for-profit corporation (“Tenant”).

### **SECTION 1. LEASE OF PREMISES**

1.1 **Premises.** Landlord hereby leases to Tenant exclusive use of those portions of the building located at 3220 Big Tree Lane, Wilmette, Illinois (“Building”) depicted in Exhibit B attached hereto (the “Premises”), together with the non-exclusive use of those portions of the land (and all improvements located thereon) as described in Exhibit A (the “Land”).

### **SECTION 2. TERM; EXTENSION OPTION(S).**

2.1 **Term; Expiration Date.** Landlord and Tenant agree that Tenant is already in possession of the Premises pursuant to a prior lease between Landlord and Tenant. The lease term (“Term”) shall commence on the Effective Date and shall expire two years after the Effective Date, on December 31, 2027, unless extended or sooner terminated pursuant to this Lease (“Expiration Date”). Notwithstanding the foregoing, Tenant may terminate this Lease prior to the Expiration Date upon thirty (30) days written notice to Landlord.

2.2 **Extension.** The Term of this Lease may be extended for up to two (2) additional periods of six (6) months (individually and collectively the “Extended Term”) based upon mutual written agreement of Landlord and Tenant. Tenant shall notify Landlord in writing of its desire to extend the Term hereof not less than sixty (60) days prior to the Expiration Date or the expiration of the first six (6) month Extended Term. If Landlord and Tenant agree to extend the Term of this Lease for the Extended Term, then this Lease shall be so extended on the same terms and conditions then set forth in the Lease except that the Base Rent shall be as set forth in Section 3.1 below.

### **SECTION 3. RENT; SECURITY DEPOSIT**

3.1 **Rent.** The annual base rent (“Base Rent”) payable by Tenant to Landlord for the Premises shall be as follows:

Base Rent Year 1 (January 1, 2026 – December 31, 2026): \$75,000.00 (\$6,250.00 per month).

Base Rent Year 2 (January 1, 2027 – December 31, 2027): Base Rent Year 1 plus the greater of three percent (3%) or the percentage increase in the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor during the 12-month period preceding the adjustment date.

Extended Term 1: (January 1, 2028 – June 30, 2028): Base Rent Year 2 plus the greater of three percent (3%) or the percentage increase in the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor during the 12-month period preceding the adjustment date.

Extended Term 2: (July 1, 2028 – December 31, 2028): Base Rent Year 2 plus the greater of three percent (3%) or the percentage increase in the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor during the 12-month period preceding the adjustment date.

If the Consumer Price Index for All Urban Consumers is discontinued, the percentage increase shall be three percent (3%).

In addition to the Base Rent payable by Tenant, Tenant shall pay “Supplemental Rent” in the applicable amount set forth below on an annual basis, within thirty (30) days following the expiration of Year 1, Year 2 and the Extended Term, provided, however, the amount of Supplemental Rent due and payable and the aggregate Repair costs shall be prorated for any partial year (including the Extended Term):

- \$20,000 Supplemental Rent if Repairs are under \$40,000 in the aggregate
- \$15,000 Supplemental Rent if Repairs exceed \$40,000 but are under \$50,000 in the aggregate
- \$10,000 Supplemental Rent if Repairs exceed \$50,000 but are under \$60,000 in the aggregate
- \$5,000 Supplemental Rent if Repairs exceed \$60,000 but are under \$70,000 in the aggregate
- No Supplemental Rent if Repairs are over \$70,000 in the aggregate

As used herein, “Repairs” shall mean repairs and replacements performed by Tenant pursuant to Section 6.1 below, excluding routine maintenance.

**3.2 Payment.** Base Rent will be paid in monthly installments in advance due on the fifth (5<sup>th</sup>) day of each month during the Term. Base Rent shall be payable by Tenant without notice, demand or set-off except for any set-off rights granted under this Lease or applicable laws. Any sums (other than Base Rent) due from Tenant under Section 7 of this Lease shall constitute additional rent under this Lease (collectively, “Rent”). All additional rent shall be paid by Tenant to Landlord within 45 days after receipt of an invoice from Landlord. Rent for any partial calendar month shall be pro-rated. Rent shall be paid directly to Landlord and sent to the address set forth in Section 21 of this Lease, or to such other entity or address, or in such other manner, as Landlord designates to Tenant from time to time in writing. Tenant acknowledges that Landlord may require payment of Rent electronically, for example, through ACH transfer, or through a payment portal operated and maintained by Landlord. If Landlord’s payment information changes during the Term, Landlord shall notify Tenant in writing of the changed information. Notwithstanding any other provision of this Lease, Tenant will not be liable or have any responsibility regarding any late fees, interest or other similar charges if Landlord fails to so notify Tenant of any such payment information changes at least 45 days in advance of the applicable payment due date under this Lease.

## **SECTION 4. CONSTRUCTION OF IMPROVEMENTS ON THE PREMISES**

**4.1 Alterations.** Tenant may not make alterations or modifications to the Premises without the prior written consent of Landlord.

**4.2 Personal Property.** Prior to the expiration of this Lease by its terms or within thirty (30) days after any earlier termination of this Lease, Tenant shall remove all personal property of Tenant in the Premises or used in connection with Tenant’s use of the Premises, including, without limitation, movable furniture, equipment, and certain religious fixtures and other components of the Building specifically listed on Exhibit C attached hereto (collectively, “Personal Property”). Any and all such property of Tenant not removed by such date shall, at the option of Landlord, irrevocably become the sole property of Landlord. Tenant waives all rights to notice and all common law and statutory claims and causes of action which it may have against Landlord subsequent to such date as regards the storage, destruction, damage, loss of use and ownership of the Personal Property affected by the terms of this Section.

**4.3 Mechanics’ Liens.** Tenant shall keep the Premises free from any liens or encumbrances of any kind or nature arising out of any work performed, materials ordered or obligations incurred by or on behalf of Tenant and will bond off or otherwise remove such lien within thirty (30) days’ notice from Landlord.

## **SECTION 5. USE OF THE PREMISES**

Tenant may use the Premises for religious services, gatherings, as office space, and all other uses appurtenant thereto which are permitted by applicable laws. Without limiting the foregoing, Tenant shall have the right to allow third parties to use the Premises for permitted uses on an hourly, daily or other temporary basis, including without limitation for weddings, bar and bat mitzvahs, speakers and other similar events.

## **SECTION 6. REPAIRS AND MAINTENANCE**

**6.1 Tenant's Obligations.** Tenant, at its sole cost and expense and in its sole reasonable discretion, shall maintain the interior, nonstructural demising walls within the Premises, any floor and wall coverings, and Landlord's furniture and equipment (if any), reasonable wear and tear (i.e., unavoidable deterioration resulting from normal use in accordance with Section 5 hereof) and loss due to casualty or condemnation excepted. Tenant shall not be required to perform any upgrades or deliver the Premises in any better condition than it was on the Effective Date. Tenant shall also, at its sole cost and expense and in its sole reasonable discretion, maintain, repair and replace all portions or otherwise abate or restrict use of, components and systems of the Premises including, without limitation all exterior improvements on the Land, including, without limitation, curbs, driveways, parking areas, sidewalks, lighting, exterior signs, landscaping, and fencing, and all structural and non-structural portions of the Premises (including, without limitation, roof, exterior windows and doors, and floor slabs), and all service systems for the same, including, without limitation: elevator(s), plumbing, sprinkler, heating, ventilating and air conditioning systems (the "Building Systems"), Building electrical and mechanical lines and equipment associated therewith, all of which either are located in or serve the Building and/or the Premises. Tenant, when exercising its discretion with respect to its maintenance, repair, and replacement obligations hereunder, shall, perform all necessary routine maintenance and shall, when performing any such maintenance, repair, and replacement obligations, use good faith efforts to ensure that the Premises remains in a working, neat, clean, sanitary, and safe condition. Notwithstanding the foregoing, in the event that Tenant determines, in its sole discretion, that the repair or replacement of any component listed above is too extensive, or is otherwise not in the Tenant's best interest, Tenant may immediately terminate the Lease and have no further obligations to the Landlord, Premises, or other tenants on the Premises. If Tenant elects to terminate the Lease as provided herein, Tenant shall have not more than ninety (90) days from the date Tenant notifies Landlord of its intention to terminate the Lease to vacate and surrender possession of the Premises to Landlord. Notwithstanding any of the foregoing, any maintenance, repair, replacement, upkeep, snow removal, or related activity that relates to the Land (including but not limited to all shared walkways, sidewalks, driveways, and parking lots), and all costs or expenses connected thereto, shall be the shared responsibility of Tenant and any other tenants or subtenants located at or with access to or use of any portion of the building located at 3220 Big Tree Lane, Wilmette, Illinois pursuant to the terms of that certain Utility and Maintenance Sharing Agreement dated [REDACTED], 2025 by and between Tenant, the Village of Wilmette and Community Mikvah of the Conservative Movement (the "Utility Sharing Agreement"), provided, however, that Tenant shall not be required to perform any upgrades or deliver the Land in any better condition than was delivered to Tenant on the Effective Date.

## **SECTION 7. SERVICES/UTILITIES**

Subject to the terms of the Utility Sharing Agreement, Tenant shall obtain and pay for all electricity, gas, water, fuel and any services or utilities used in or assessed against the Premises including, but not limited to, any charges for the burglar and fire monitoring systems which shall include line and installation charges if necessary, unless otherwise herein expressly provided ("Tenant's Utilities"). Tenant acknowledges the existence of certain other tenants in certain portions of the property located at 3220 Big Tree Lane, Wilmette, Illinois as more fully set forth in Section 14.2 of this Lease. In the event that another tenant vacates the property located at 3220 Big Tree Lane, Wilmette, Illinois, Tenant shall assume full responsibility for the payment of any utility fees or services that cannot be discontinued or partitioned following the departure of the other tenants ("Additional Utilities"). Upon another tenant's departure, Tenant and any other remaining tenant

shall pay the cost of the Additional Utilities.

## SECTION 8. INSURANCE

**8.1 Landlord's Insurance.** Landlord shall maintain during the Term: (i) all-risk property insurance on a replacement cost basis for the full insurable value of the Building and (ii) commercial general liability insurance, with a minimum limit of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and a total minimum combined general liability and umbrella limit of no less than Two Million and No/100 Dollars (\$2,000,000.00) for property damage, personal injuries or deaths of persons occurring in or about the Premises. Landlord's policies set forth above shall name Tenant as an additional insured. Landlord shall deliver a certificate evidencing such insurance to Tenant upon Tenant's reasonable request. The minimum insurance coverage specified in this Section 8 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Tenant acknowledges and agrees that Landlord's membership in the Park District Risk Management Agency ("PDRMA") and its naming of the Tenant as an additional insured as allowed under the applicable policy or policies of PDRMA satisfy the requirements of this Section 8.1.

**8.2 Tenant's Insurance.** Tenant will not do or permit anything to be done within or about the Premises or Landlord's property that will increase the existing rate of any insurance on any portion of Landlord's property or cause the cancellation of any insurance policy covering any portion of the Landlord's property (including, without limitation, any liability coverage). Tenant will, at its sole cost and expense, comply with any requirements of any insurer of Landlord. Tenant shall carry insurance during the entire term of this Agreement, naming Landlord, and its officers, officials, employees, agents and volunteers as additional insureds, with terms, coverages and companies satisfactory to Landlord and with such increases in limits as Landlord may request from time to time but initially Tenant shall maintain the following coverages in the following amounts: (a) standard renter's insurance covering injury or damage to persons and property, including general liability insurance, and, if necessary, commercial umbrella insurance, in an amount not less than Three Million Dollars (\$3,000,000) combined single limit per occurrence, covering Tenant as a named insured and Landlord, and its officers, employees, agents and volunteers as additional insureds.

**8.3 Certificates of Insurance.** Each Party shall furnish to the other Party, prior to the Commencement Date, policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or not renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and in that case, only ten (10) days' prior written notice shall be sufficient).

**8.4 Contractor's Insurance.** Tenant shall require any contractor or subcontractor hired to perform any work on the Premises to obtain and maintain insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, substantially as provided in Exhibit D attached hereto, to protect Landlord and Tenant against claims arising directly or indirectly out of or in connection with Tenant's work or activity performed pursuant to the terms of this Lease. Tenant shall cause any contractor or subcontractor hired to perform any work on the Premises to name the Landlord, and its elected and appointed officials, officers, employees and agents as an additional insured on any such insurance, and shall provide Landlord with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Premises.

## SECTION 9. TAXES

**9.1 Real Estate Taxes.** The Parties acknowledge and agree that the Premises is currently exempt from real estate taxes. The Parties further acknowledge and agree that they expect the Premises to remain exempt from real estate taxes during the term of this Lease. Notwithstanding the foregoing, in the unlikely event the Premises shall become subject to real estate taxes, the Tenant shall be liable for a prorated amount

of any real estate taxes levied specific to the Premises and not the remainder of the property, during the term of this Lease as a direct result of this Lease. In the event the Premises becomes subject to real property taxes or assessments during the term of this Lease, the Landlord shall deliver to Tenant a copy of any real estate taxes and assessments against the Premises. From and after the Commencement Date, the Tenant shall pay to Landlord not later than twenty-one (21) days after the day on which the same may become initially due, all prorated real estate taxes and assessments applicable to the Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Premises during the term of this Lease.

**9.2 Contest of Taxes.** Tenant, at its own cost and expense and in its sole discretion, may, but be not obligated to, contest by appropriate proceedings the amount of any personal or real property tax on the Premises. Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Premises for tax purposes or a full or partial exemption therefrom. In any such event, Landlord agrees, at the request of the Tenant, to join with the Tenant at Tenant's expense in said proceedings and Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings. Tenant shall have the right to contest the amount of any such tax and Tenant shall have the right to withhold payment of any such tax, if the statute under which the Tenant is contesting such tax so permits.

## **SECTION 10. QUIET ENJOYMENT**

Landlord covenants and warrants to Tenant that Tenant will and may peaceably and quietly have, hold and enjoy the Premises and all rights, easements, appurtenances and privileges belonging to or in any way appertaining thereto, subject to the terms of this Lease. Landlord and Tenant each expressly agree that their respective covenants and obligations arising under this Lease are interdependent, it being the parties' intent that their respective obligations under this Lease are contingent upon their respective receipt of benefits in return for the performance of such obligations.

## **SECTION 11. DAMAGE BY FIRE OR OTHER CASUALTY**

**11.1 Landlord's Obligations to Restore; Rent Abatement.** If the Building, any other improvements located on the Premises, or any part thereof, is damaged or destroyed in whole or in part by fire or other casualty event, excluding damage or destruction caused by the willful and wanton or intentional acts or omissions of Tenant, or its officials, officers, employees, agents or contractors, then subject to Section 11.2, Landlord shall promptly and diligently repair and completely restore the damage within ninety (90) days after the date of the casualty, subject to Section 11.2, and Landlord shall pay the cost of all such repair and restoration. If any portion of the Premises is rendered unusable for Tenant's permitted use as set forth in Section 5 above, except to the extent rendered unusable by the willful and wanton or intentional acts or omissions of Tenant, or its officials, officers, employees, agents or contractors, all Rent and other amounts due under the Lease will abate with respect to that portion of the Premises, until the Premises is no longer unusable. If repairs are not completed within ninety (90) of the date of casualty, Tenant may terminate this Lease upon written notice to Landlord. Notwithstanding the foregoing, if the Building, any other improvements located on the Premises, or any part thereof, is damaged as the result of a casualty, Landlord shall have no obligation to repair the damage if Landlord reasonably determines that: (i) the Premises have been materially damaged and there is less than 1 year of the Term remaining from the date of the casualty; (ii) proceeds necessary to pay the full cost of the repair are not available from Landlord's insurance; or (iii) Landlord determines, in its sole discretion, that the necessary repair work is not in Landlord's best interests. If Landlord elects not to repair the damage for any of the preceding reasons, Landlord will so notify Tenant in writing, and this Lease will terminate as of the date of delivery of that notice.

**11.2 Right to Terminate Lease.** If a casualty results in damages to fifty percent (50%) or more of the rentable area of the Building, or Tenant's access to the Building and/or parking lot upon the Premises is materially impaired, this Lease shall automatically terminate.

## **SECTION 12. CONDEMNATION**

If a sufficient portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain to render the Premises unusable for Tenant's intended purpose, as determined in Tenant's reasonable discretion, or sold under the threat of exercise of such power, then Tenant shall have the right to terminate this Lease upon fifteen (15) calendar days' written notice to Landlord. If Tenant chooses to terminate this Lease, the Lease shall be deemed terminated as of the date of the taking, and Rent and all other amounts due under the Lease shall abate and be prorated as of the date of the taking. For purposes of this paragraph, a sufficient portion of the Premises shall be deemed taken if Tenant is not able to carry on its business in essentially the same manner as before the taking in the portion of the Premises remaining after the taking, as determined by Tenant in its reasonable discretion. Notwithstanding the foregoing, all compensation awarded for any taking contemplated by this Section 12 will be the property of Landlord and the right to receive compensation or proceeds in connection with any taking are expressly waived by Tenant; provided, however, Tenant may file a separate claim for Tenant's personal property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award.

## **SECTION 13. AS IS**

Tenant acknowledges and agrees that it is acquiring its leasehold interest in the Premises "AS IS, WHERE IS, WITH ALL FAULTS."

## **SECTION 14. ASSIGNMENT AND SUBLetting**

**14.1 Assignment and Subletting.** Tenant shall not assign this Lease or any interest under this Lease or sublet all or any part of the Premises without obtaining Landlord's prior written consent.

**14.2 Existing Leases.** Tenant acknowledges and agrees that Landlord has a current lease agreement covering certain portions of the property located at 3220 Big Tree Lane, Wilmette, Illinois with the Village of Wilmette ("Village") and Community Mikvah of the Conservative Movement. Tenant agrees to allow the other Building tenants to use their leased portion of the Building consistent with the terms of their leases. Landlord may negotiate and enter into a new or amended lease with such other tenants; provided that as a condition to the commencement of any new or amended lease, no term of any new or amended lease shall diminish or alter any right of Tenant hereunder or otherwise interfere with Tenant's use of the Premises.

## **SECTION 15. SURRENDER; HOLDOVER**

Tenant shall quit and surrender the Premises at the expiration or earlier termination of this Lease, broom clean, in its then-existing condition, except for ordinary wear and tear and damage caused by a casualty. If Tenant holds over after the Expiration Date or earlier termination of the Term without the express prior written consent of Landlord, Tenant shall become a tenant at will, at a rental rate equal to one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such hold over, together with one-hundred percent (100%) of all additional rent and other charges in effect upon the date of such expiration (prorated on a daily basis), and otherwise subject to the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of Rent after such expiration or earlier termination shall not result in a renewal of this Lease and shall not waive Landlord's right to bring an unlawful detainer action against Tenant or otherwise remove Tenant from the Premises, except that Landlord will not have the right to evict Tenant for the first sixty (60) days of such. Notwithstanding, the foregoing, if Landlord and Tenant are negotiating an extension of the Lease prior

to expiration of the Term, Tenant may holdover for up to ninety (90) days under all of the terms and conditions of this Lease, and Landlord will not have the right to evict Tenant until the expiration of such ninety (90) day period, but the rental rate for the first thirty (30) days of such period will be equal to one-hundred percent (100%) of the Base Rent in effect immediately preceding such hold over, and the rental rate for the remainder of such period will be equal to one-hundred twenty-five percent (125%) of that Base Rent, together with one-hundred percent (100%) of all Additional Rent payable under the Lease.

## **SECTION 16. DEFAULT**

**16.1 Tenant Default.** If Tenant shall: (i) fail to pay any installment of Rent within five (5) days after receiving written notice that the same is overdue; or (ii) fail to fulfill any other covenant or provision of this Lease on its part to be performed and fail to remedy such failure within thirty (30) days after Landlord shall have given Tenant written notice of such failure (or such additional time as is reasonably necessary, if such failure cannot reasonably be cured within such 30-day period), then the same shall be a Tenant Event of Default” and Landlord shall have all rights, powers and remedies available at law or equity. Landlord shall use all commercially reasonable efforts to mitigate its damages from a Tenant Event of Default.

**16.2 Landlord Default.** If Landlord shall fail to fulfill any covenant or provision of this Lease on its part to be performed and fail to remedy such failure within thirty (30) days after Tenant shall have given Landlord written notice of such failure (or such additional time as is reasonably necessary, if such failure cannot reasonably be cured within such 30-day period), then the same shall be a “Landlord Event of Default” and Tenant shall have all rights, powers and remedies available at law or equity as a result thereof.

**16.3 Waiver of Consequential Damages.** Each party waives the right to recover consequential damages from the other as a result of any default or breach of this Lease.

**16.3 Attorneys' Fees.** In the event of a breach by Tenant or Landlord hereunder, or in the event either party files suit upon the other, with respect to the enforcement of its rights under this Lease, Tenant and Landlord agree that each party shall be responsible for its own attorneys' fees, expert witness fees and court costs.

**16.4 Waiver of Landlord's Lien.** Notwithstanding anything herein to the contrary, Landlord hereby waives any lien or security interest which Landlord might have pursuant to any contract, statute or the common law with respect to the personal property of Tenant located in the Premises from time to time. Landlord agrees to execute and deliver to Tenant or Tenant's lender, from time to time, an instrument confirming the foregoing waiver of any lien or security interest which Landlord may have under this Lease or under applicable laws.

## **SECTION 17. LANDLORD ENTRY**

Upon at least two business days' prior notice to Tenant, Landlord may, without disturbing Tenant's business operations, enter the Premises as reasonably required to perform the services and make repairs required under this Lease and, in an emergency, or to show the Premises to prospective tenants during the last six (6) months of the Term. In the event of a dispute between Landlord and Tenant and/or any principal/member of Landlord and Tenant, Landlord shall have no right to enter the Premises except in the event of an emergency.

## **SECTION 18. BROKER**

Each party represents to the other that no broker or agent was involved in the negotiation or implementation of this Lease. Each party hereby agrees to indemnify and hold the other party and its directors, representatives, agents and employees harmless from any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any claim for any commissions or other fees by any broker or agent other than

the Brokers, acting or purporting to have acted on behalf of the indemnifying party. The provisions of this Section 18 shall survive the expiration or earlier termination of the Lease.

## **SECTION 19. SNDA; ESTOPPEL**

Concurrently with the execution of this Lease, Landlord shall cause the holder of any mortgage, deed of trust, ground lease, underlying lease or other lien (a “Lien”) to execute and deliver to Tenant a non-disturbance agreement in a form reasonably acceptable to Tenant (“SNDA”). As a condition to Tenant’s subordination of this Lease to any future Lien encumbering the Land and the Building, Landlord shall deliver to Tenant an SNDA.

Landlord and Tenant will, upon thirty (30) days’ prior request by the other, execute, acknowledge and deliver to the other an executed statement in writing, certifying, among other things, the date of the Lease, that the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and setting forth such modifications) and the date to which the Base Rent and additional rent and other sums payable hereunder have been paid, and either stating that to the knowledge of the certifying party no default exists hereunder on the part of Landlord or Tenant or specifying each such default of which the certifying party may have knowledge and such other matters as may be reasonably requested.

## **SECTION 20. RULES OF CONSTRUCTION; GENERALLY APPLICABLE TERMS**

### **20.1 Time of Essence; Binding on Assigns/Section Titles/Counterparts/Partial Invalidity.**

Time is of the essence of this Lease and of each and every provision of this Lease. The terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. Titles of the sections of this Lease and Exhibits are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease or the respective sections. This Lease may be executed in any number of counterparts and by separate parties on separate counterparts, and all such counterparts taken together shall constitute one and the same document. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and every other provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree to be bound by emailed signatures on this Lease in the same fashion that they would be bound by original signatures.

**20.2 Authority of the Parties.** Tenant and the individual signing on behalf of Tenant, and Landlord and the individual signing on behalf of Landlord, each warrant on its own behalf that all consents or approvals required of third parties or internally, for the execution, delivery and performance of this Lease have been obtained and that each has the right and authority to enter into and perform its covenants contained in this Lease.

**20.3 Governing Law.** The construction, interpretation and performance of this Lease shall be governed by the laws of the state of Illinois without regard for its conflict of laws principles.

**20.4 Entire Agreement.** This Lease, including the Exhibits attached hereto and hereby made a part hereof, contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

**20.5 Force Majeure.** Except as may be otherwise specifically provided herein, time periods for Landlord’s or Tenant’s performance under any provisions of this Lease shall be extended for periods of time during which the non-performing party’s performance is prevented due to circumstances beyond the party’s control, including, without limitation, strikes, lockouts, labor disputes, embargoes, governmental regulations,

acts of God, epidemics, pandemics, shelter-in-place orders, national or regional emergency, war, terrorism or other strife, riot or other civil unrest, or other causes beyond the reasonable control of the performing party.

**20.6 Good Faith and Fair Dealing.** Landlord and Tenant agree to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith. In each instance where the consent of a party hereto is made a prerequisite to any act or decision under this Lease by the other party hereto, such consent shall not be unreasonably withheld, refused, delayed or conditioned, and all reasons for not giving such consent shall be specified in writing. Notwithstanding the foregoing, if such consent is expressly at the sole discretion of a party, this provision shall not apply.

## **SECTION 21. NOTICES**

All notices, demands and approvals which are required to be given by either party to the other hereunder shall be addressed to the party to be notified at the address for such party specified below and delivered as follows:

### **To Tenant:**

Michael Kahn, Executive Director  
BHBE  
3220 Big Tree Lane  
Wilmette, Illinois 60091  
Email: michael.kahn@bhbe.org

### **To Landlord:**

Executive Director  
Wilmette Park District  
1200 Wilmette Ave  
Wilmette, IL 60091  
Email: clindgren@wilpark.org

All notices (i) must be in writing, (ii) shall be delivered by (a) recognized overnight carrier or overnight mail, or (b) registered or certified mail, postage paid, return receipt requested, (c) by hand delivery, or (d) by electronic mail with confirmation of delivery, and (iii) shall be deemed to have been sent and received when actually received (or delivery refused) by the respective party. Any notification of change of address shall be made in the same manner as sending notices.

## **SECTION 22. INDEMNITIES BY TENANT**

**22.1 Indemnification.** Tenant waives all claims against Landlord for any damage to any property in or about the Premises or Landlord's property, for any loss of business or income, and for injury to or death of any persons, regardless of the cause of any such loss or event (including negligence) or time of occurrence. Tenant will indemnify, protect, defend and hold harmless Landlord from and against all claims, losses, damages, causes of action, costs, expenses and liabilities, including reasonable legal fees, arising out of Tenant's occupancy of the Premises or presence on the Landlord's property, the conduct of Tenant's business, any default by Tenant, and/or any act, omission or neglect (including violations of any Federal, State or Local laws or in the exercise of Tenant's discretion with respect to its maintenance, repair, and replacement obligations under Section 6.1 above) of Tenant or its agents, contractors, employees, suppliers, licensees or invitees, successors or assigns.

**22.2 Non-Liability of Landlord.** Except as provided by Illinois law, and excluding actual damages caused by Landlord's negligent or intentional acts or omissions, Landlord shall not be liable for any

damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Notwithstanding anything to the contrary contained herein, Landlord shall in no event be liable for (i) injury to Tenant's business or any loss of income or profit therefrom or for consequential damages or events of force majeure; (ii) sums up to the amount of insurance proceeds received by Tenant (or which would have been received by Tenant under any insurance coverage required to be maintained by Tenant hereunder) for any loss; and (iii) any damages, injuries, or other losses arising from or related to Tenant's use of the Premises or any of Tenant's activities conducted on the Premises, except as may arise as a result of the negligence or intentional misconduct of Landlord, its employees, agents or contractors.

*[Signature Pages Follow]*

Landlord and Tenant have caused this Lease to be duly executed effective as of the Effective Date.

Landlord:

**WILMETTE PARK DISTRICT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Tenant:

**BETH HILLEL CONGREGATION BNAI  
EMUNAH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Description of Land**

**3220 Big Tree Lane**

**PARCELA - LOT 1, IN BETH HILLEL SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE 3RD P.M. IN COOK COUNTY ILLINOIS ALSO:**

**PARCEL B – THE NORTH ½ OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE 3RD P.M., (EXCEPT THE EAST 35 ACRES THEREOF, ALSO EXCEPT THAT PART LYING WEST OF THE EAST LINE OF UNITED REALTY COMPANY'S GLENAYRE GARDENS, ACCORDING TO THE PLAT OF SAID SUBDIVISION, RECORDED ON APRIL 27, 1926 AS DOCUMENT NO 3254732, ALSO EXCEPT THAT PART LYING NORTH OF THE SOUTH LINE OF LINDEN AVENUE, ALSO EXCEPT THAT PART LYING SOUTHERLY OF THE NORTHERLY LINE OF EDEN'S EXPRESSWAY)**

**PARCEL C – THAT PART OF BLOCK 10, IN UNITED REALTY COMPANY'S GLENAYRE GARDENS SUBDIVISION, IN THE EAST 1/2 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE 3RD P.M., LYING BETWEEN THE SOUTH LINE OF ADMIRAL SUBDIVISION OF BLOCK 11, PART OF BLOCK 10, AND ADJOINING VACATED PORTIONS OF LAVERGNE AVENUE AND LINDEN AVENUE, ALL IN SAID UNITED REALTY COMPANY'S GLENAYRE GARDEN SUBDIVISION AND THE NORTHEASTERLY LINE OF EDEN'S EXPRESSWAY, EXCEPT THE NORTH 10 FT OF SAID DESCRIBED PARCEL**

**PARCEL D – THAT PART OF VACATED LAVERGNE AVENUE LYING IMMEDIATELY WEST AND ADJOINING "PARCEL C," ALL IN COOK CO., ILLINOIS.****EXHIBIT B**

**Site Plan Diagram of Premises**

**EXHIBIT C**

**Removable Items of Personal Property**

Area of BHBE	Type of Item	Name of Item
#1 Entrance	Plaque	Reinglass Plaque
#1 Entrance	Plaque	Sisterhood and Men's Club Plaques
Rotunda	Plaque	Sherwin Fox Plaque
Entrance to School	Plaque	Jaover Plaque
Entrance to School	Plaque	Gary Johnson & Family Plaque
Entrance to Spak	Plaque	Legacy Plaque
Spak Auditorium	Plaque	Spak Auditorium Plaque
Rotunda	Multi Part Wall Hanging	Tree of Life
Spak Wall	Multi Part Wall Hanging	Beth Hillel Endowment Fund
By Sanctuary	Freestanding Display	Seidenberg Torah Scroll
Outside Sanctuary Walls	Needlepoints	Seidenberg Needlepoint Displays
Rotunda	Plaques	Four Plaques
Sanctuary Entrance to Bldg.	Stained Glass	12 Pieces by Mann
Sanctuary Outside	Plaque	Epstein Plaque
Sanctuary, Entrance to	Plaque	Torah Mantle Dedication Plaque
Sanctuary Entrance	Plaque	Loseff Plaque
Sanctuary, Memorial Wall	Plaque	Esther Moss Foyer Plaque
Sanctuary, Memorial Wall	Light Board	Yad Vashem Memorial Light
Sanctuary, Memorial Wall	Display Board	Yahrzeit Board
Sanctuary, Memorial Wall	Wall Display	Rae Birnbaum Memorial Wall
Sanctuary, Bimah	Stained Glass	8 Stained Glass Windows
Sanctuary, Bimah	Lights	Ner Tamid - Hanging Light Sculpture
Sanctuary, Bimah	Ark	The Ark
Entrance by Office	Plaques	President's Plaque (2)
Chapel	Plaque	Lifshitz Plaque
Chapel, Outside	Plaque	Michael Teibloom Plaque
Chapel	Plaque	Myron Lifshitz Plaque
Chapel	Plaque	Seidenbrg Plaque
Chapel	Artwork	6 Pictures
Youth Lounge	Plaque	Morning Minyanaires Tannenbaum Plaque
Office	Plaque	Becker Administrative Plaque
Bimah	Plaque	Rosenwasser Plaque
Sanctuary Entrance	Plaque	Beth & Marty Birnbaum Plaque
Sanctuary Entrance	Plaque	Beth Hillel Sanctuary Plaque
School	Artwork and Plaque	Seidenberg Artwork and Plaque
Dairy Kitchen, Outside	Plaque	Muriel Hymen Plaque
Library	Plaque	David Altman Library Plaque
School Office	Plaque	Braun Center Jewish Living
Men's Club, Above the Doors	Sign	Men's Club Auditorium Sign

<b>Door 4, School Entrance</b>	<b>Plaque</b>	<b>Dedication Plaque</b>
<b>Door 4, Outside</b>	<b>Plaque</b>	<b>Myrna Pattis Plaque</b>
<b>Door 4, Outside</b>	<b>Plaque</b>	<b>Rivlin School Dedication Plaque</b>
<b>Sanctuary, Outside the Building</b>	<b>In-ground Bricks</b>	<b>Memorial Brick Garden</b>
<b>Irwin Lyons Memorial Garden</b>	<b>Plants</b>	<b>Plants and Bushes</b>
<b>Office, Outside Entrace</b>	<b>Sign</b>	<b>BHBE</b>

## **EXHIBIT D**

### **Insurance**

#### **Insurance Requirements**

Contractor shall obtain insurance of the types and in the amounts listed below. Owner shall mean the Wilmette Park District and its officers, officials, employees, volunteers, and agents.

##### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

##### **B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

### **C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### **D. Workers' Compensation Insurance**

Contractor shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

### **E. General Insurance Provisions**

#### **1. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

## **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

## **3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

## **5. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

## **F. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.