

## LEASE AGREEMENT

8839 Calumet Avenue, Munster IN 46321

THIS LEASE AGREEMENT is entered as of the 18<sup>th</sup> day of February 2025, by and between the **TOWN OF MUNSTER, INDIANA** and the **BOARD OF PARKS AND RECREATION OF THE TOWN OF MUNSTER, INDIANA** (hereinafter collectively referred to as "Lessor") and the **SCHOOL TOWN OF MUNSTER** (hereinafter referred to as "Lessee").

### RECITALS

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from the Lessor the premises situated in Munster, Lake County, Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof and commonly known as 8839 Calumet Avenue, Munster IN 46321 (referred herein as "the Premises").

### ARTICLE 1. TERM

#### Term of Lease

Section 1.01. The initial term of this lease shall commence on the 18<sup>th</sup> day of February, 2025 ("Commencement Date") and end on the 18<sup>th</sup> day of February, 2074, unless sooner terminated or extended as herein provided (the "Term of Lease").

Following the initial Term of Lease, this lease shall automatically be renewed for five (5) year increments unless either party provides notice to the other of its intent not to renew the lease for the following five (5) year term. The notice must be provided to the other party at least one hundred and eighty days (180) prior to the termination of the existing term.

### ARTICLE 2. EARLY TERMINATION

Section 2.01. Notwithstanding the above Article 1, Lessee shall have the right to terminate this Lease upon thirty (30) days' notice to Lessor. Lessee shall also have the right to terminate the lease pursuant to Section 11.03 herein.

### **ARTICLE 3. PAYMENTS IN LIEU OF RENT**

Section 3.01. The parties to this Lease agree that no rent shall be due and owing from Lessee to Lessor at any time during the initial Term of Lease or any renewal term thereafter. In lieu of rent payments, Lessee shall assume responsibility for all maintenance, utilities, and improvements located on the Premises during the initial Term of Lease and any renewal term thereafter.

#### **Security Deposit**

Section 3.03. No security deposit is required.

### **ARTICLE 4. USE OF LEASED PREMISES**

Section 4.01. Lessee shall operate the leased premises only for the use and purposes for which it is let (an outdoor tennis facility, including out housing and bathrooms, and all activities related to or supportive of that use continuously during the term of the initial Term of Lease and any renewal term thereafter.

Section 4.02. Lessee agrees to permit Lessor (the public) usage of the Premises and facilities located on the Premises upon reasonable request by Lessor, such usage will not be unreasonably denied and such usage shall be inferior to and subject to Lessee's need and usage of Premises and facilities on the Premises. Open public use hours will be posted.

### **ARTICLE 5. MAINTENANCE, WASTE AND NUISANCE**

Section 5.01. Lessee shall at its expense and risk maintain the tennis courts and structures, including but not limited to, mechanical systems, electrical systems.

Lessee shall maintain the premises, including snow removal, landscaping, and maintenance of the exterior walls of the premises.

## **Waste and Nuisance**

Section 5.02. Lessee shall throughout the lease term maintain the premises and keep them free from waste or nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted.

## **ARTICLE 6. OBLIGATIONS OF LESSOR AND LESSEE**

### **Alterations, Additions and Improvements**

Section 6.01. Lessee shall not make any alterations, additions, or improvements to the leased premises without the prior written consent of Lessor. Consent for nonstructural interior alterations, additions, or improvements shall not unreasonably be withheld by Lessor.

All alterations, additions, or improvements made by Lessee which cannot be reasonably separated from the premises shall become the property of Lessor at the termination of this lease. Lessee shall timely pay all contractors and keep the premises free from liens and encumbrances of any kind. All contractors hired by Lessee shall have and maintain Worker's Compensation insurance in statutory amounts, liability insurance of an amount no less than \$1 million/\$3 million dollars and property damage insurance no less than \$300,000.00. Lessee shall furnish Certificates of Insurance showing the required insurance to Lessor prior to the commencement of any work in the premises. Lessor shall be an additional named insured on all such policies.

### **Signs**

Section 6.03. Lessee shall install only those signs as are specifically authorized by Lessor, in the sole discretion of Lessor, from time to time and Lessee shall remove all such signs at termination and Lessee shall remove any unauthorized individual signs at the termination of this Lease and shall repair any damage cause by removal.

### **Utility Charges**

Section 6.04. Lessee shall pay all utility charges.

## **ARTICLE 7. INDEMNITY AND INSURANCE**

### **Hold-Harmless Clause**

Section 7.01. Lessee agrees to indemnify and hold Lessor free and harmless from any and all claims, liability, loss, damage, costs or expenses resulting from Lessee's occupation and use of said premises, specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

(a) The death or injury of any person or persons, including Lessee or any person which is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused or allegedly caused by either the condition of said premises, or some act or omission of Lessee or of some agent, contractor, employee, servant, sublessee, or concessionaire of the Lessee on said premises;

(b) Any work performed on said premises or materials furnished to said premises at the instance or request of Lessee or any agent or employee of Lessee; and

(c) Lessee's failure to perform any provision of this lease or to comply in its use or occupancy of the premises with any requirement of law, regulation, or requirement, including any requirement imposed on Lessor or the leased premises by any law, regulation or requirement, or duly authorized governmental agency or political subdivision.

### **Liability Insurance**

Section 7.02. Lessee shall, at its own cost and expense, secure within ten (10) days and maintain during the entire term of this lease and any renewals or extensions of such term, a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Lessor and insuring Lessor against loss or liability caused by or connected with Lessee's occupation and use of said premises under this lease, in amounts not less than: one million dollars (\$1,000,000), single limit of liability.

Lessee shall cause Lessor to be named in all such policies of insurance as an additional named insured.

## **ARTICLE 8. DEFAULTS AND REMEDIES**

### **Default by Lessee**

Section 8.01. Should Lessee default in the performance of any of the covenants or conditions contained in this lease, or abandon the leased premises, Lessee shall have breached the lease and Lessor may, in addition to the remedies specified in subparagraph (b) of Section 8.03 of this lease, upon thirty (30) days written notice reenter and regain possession of said premises in the manner provided by the laws of the State of Indiana then in effect.

### **Remedies of Lessor**

Section 8.02. Should Lessee breach this lease or abandon the leased premises prior to the stated expiration of the term of this lease, Lessor may elect to terminate this lease and recover from Lessee any amounts as specified herein until such time as the premises are released.

### **Cumulative Remedies**

Section 8.03. The remedies given to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed or elsewhere provided in this lease.

### **Waiver of Breach**

Section 8.04. The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this lease.

## **ARTICLE 9. INSPECTION BY LESSOR**

Section 9.01. Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times.

**ARTICLE 10. ASSIGNMENT AND SUBLEASE**  
**Assignment and Subletting by Lessee**

Section 10.01. Lessee shall not have the right to assign this lease.

**ARTICLE 11. DESTRUCTION**  
**Partial Destruction**

Section 11.01. Should said premises be partially destroyed by any cause not the fault of Lessee or any person in or about said premises with the consent, express or implied, of Lessee, this lease shall continue in full force and effect and Lessee, at Lessee's own cost and expense, shall promptly commence the work of repairing and restoring said premises to their prior condition.

**Total Destruction**

Section 11.02. Should said premises be so far destroyed by any cause not the fault of Lessee or any person in or about said premises with the consent, express or implied, of Lessee that it cannot be repaired or restored to their former condition within 120 working days or at a cost not less than 75% of the total replacement cost of said premises, Lessor may terminate this lease by giving Lessee written notice of such termination.

**Insurance Proceeds**

Section 11.03. In the event of total or partial destruction of the Premises, Lessee shall have sole discretion to elect either to rebuild the facilities located on the Premises or terminate this lease. Any and all insurance proceeds received due to the partial or total destruction of the facilities shall be to the benefit of the Lessee.

## **ARTICLE 12. MISCELLANEOUS**

### **Notices and Addresses**

Section 12.01. All notices provided to be given under this agreement shall be deemed given by delivery in hand, by certified mail or registered mail upon deposit in the U.S. mail with sufficient postage affixed, or by delivery to a recognized national express carrier, addressed to the proper party, at the following addresses:

**Lessor:** Town of Munster, Indiana  
1005 Ridge Road  
Munster IN 46321

Board of Parks and Recreation  
of the Town of Munster, Indiana  
1005 Ridge Road  
Munster IN 46321

**With copy to:** David W. Westland  
Westland & Bennett P.C.  
2929 Carlson Drive, Suite 300  
Hammond IN 46323

**Lessee:** School Town of Munster  
8616 Columbia Avenue  
Munster IN 46321

**With copy to:** Angela Jones  
The Law Office of Angela M. Jones, LLC  
8321 Wicker Avenue  
Saint John, IN 46373

### **Parties Bound**

Section 12.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

### **Applicable Law**

Section 12.03. This agreement shall be construed under and in accordance with the laws of the State of Indiana, both procedural and substantive.

### **Legal Construction**

Section 12.04. In case of any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **Sole Agreement of the Parties**

Section 12.05. This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter within it.

### **Amendment**

Section 12.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

### **Rights and Remedies Cumulative**

Section 12.07. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

### **Waiver of Default**

Section 12.08. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of



any other breach of the same or any other term, condition, or covenant contained herein.

### **Attorney's Fees**

Section 12.09. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

### **Excuse**

Section 12.10. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

### **Time of Essence**

Section 12.11. Time is of the essence of this agreement.

### **Rules and Regulations**

Section 12.12. Lessee shall comply with all Town of Munster ordinances and regulations, which may be modified from time to time.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

LESSOR:

**TOWN OF MUNSTER, INDIANA**

By: P. Abbott  
Title: Interim Town Manager

**BOARD OF PARKS AND RECREATION  
OF THE TOWN OF MUNSTER, INDIANA**

By: 

Title: PARK BOARD PRESIDENT

**LESSEE:**

**SCHOOL TOWN OF MUNSTER**

By: DocuSigned by:  
  
16170UC6832C40F 2/4/2025

Title: superintendent of schools

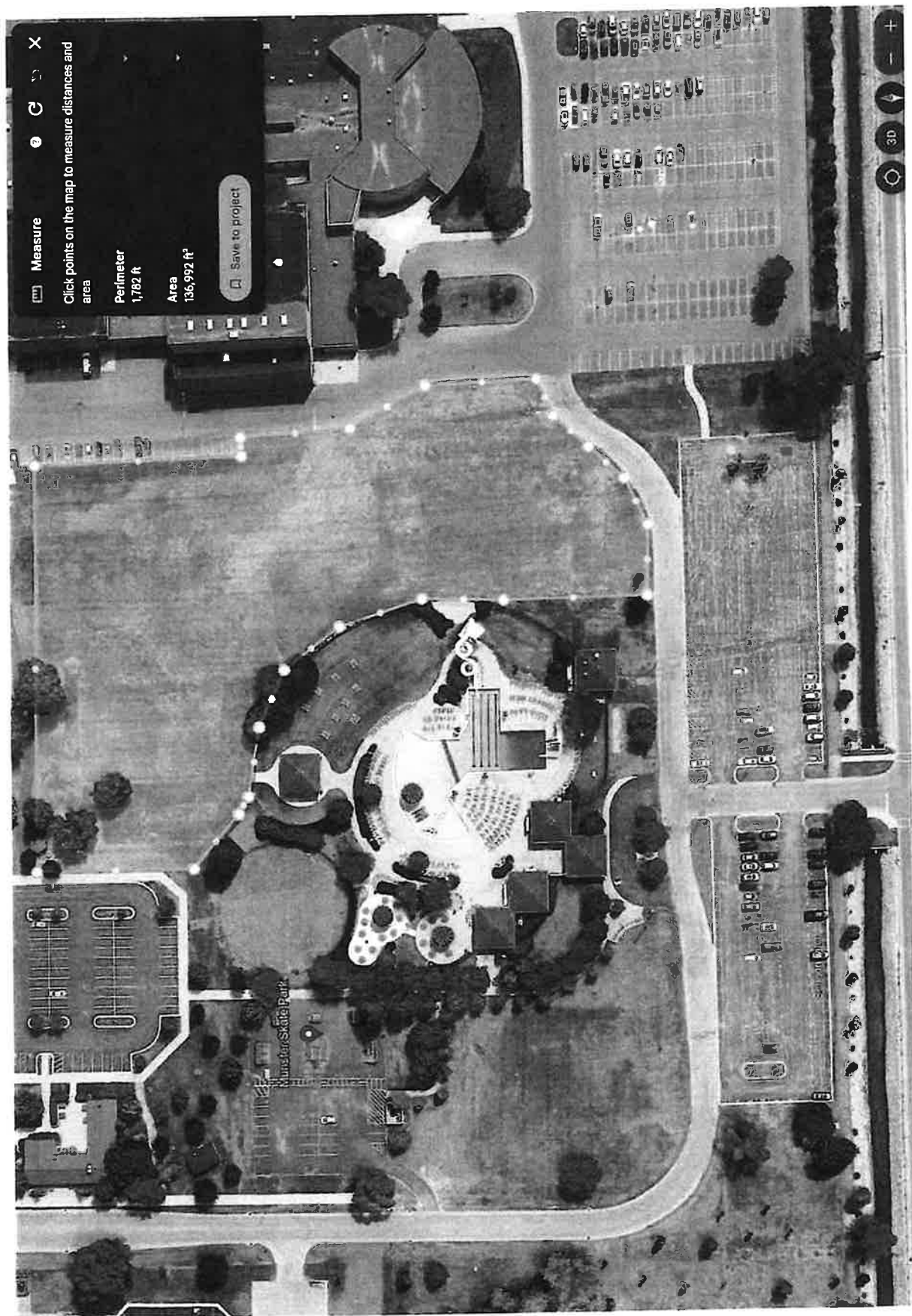


Exhibit A p. 1 of 3

136,992 sq ft / 43,560 sq ft = 3.145 Acres

Summary    Transfer Hist.    Valuation List    Nbhd. Amenities    Sales Info.  
Imprv. Info.    Taxes    Property Card    Forms    Street View

**Munster, 46321**

Local Parcel ID:

**Parcel Information**

Parcel ID	45-07-19-351-015.000-027
Property Address	8837 CALUMET AVE
Property Class	640 - Exempt, Municipality
Legal Description	S.479.49ft of E.412.89ft of W.85.319ft of N.2536.42ft of SW1/4 S.19 T.36 R.9 4.4 91 Ac
Surveyor	GIS-Detail Layers View
Tax District	027 - Munster Corp (North)
Neighborhood Name/Number/Factor	Neighborhood - 18901 / 18901-027 / 1.0000



North and east areas of Parcel # 45-07-19-351-015.000-027

[Summary](#)
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[Street View](#)

**Owner**

Bd Of Parks & Rec Town Of Munster  
1005 Ridge Rd  
Munster, 46321-2528  
Local Parcel ID: 007-1828-0006-0044

**Parcel Information**

Parcel ID 45-07-19-351-012.000-027

Property Address 8839 CALUMET AVE

South and East areas of Parcel # 45-07-19-351-012.000-027