

RESOLUTION 2013-_____

**A RESOLUTION AUTHORIZING THE EXTENSION OF A LEASE BETWEEN THE
VILLAGE OF BUFFALO GROVE AND HOSPIITALITY, LLC.
d/b/a VILLAGE BAR AND GRILL**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois State Constitution of 1970; and

WHEREAS, it has determined that it is in the best interest of the Village to lease the restaurant and beverage services at the Buffalo Grove Golf Club.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS that:

Section 1. The Village President and Clerk are hereby authorized to execute a lease extension attached hereto as Exhibit "A" entitled "Lease Amendments Between the Village of Buffalo Grove and JBM Hospitality, LLC. d/b/a Village Bar and Grill" dated as of the 4th day of March, 2013.

Section 2. Village staff is hereby directed to insure that this lease extension is implemented in order for full service to continue at the Buffalo Grove Golf Club beginning January 1, 2014.

AYES:_____

NAYES:_____

ABSENT:_____

PASSED:_____,2013. APPROVED:_____,2013.

Village President

Village Clerk

**LEASE AMENDMENTS BETWEEN THE VILLAGE OF BUFFALO GROVE AND
JBM HOSPITALITY, LLC. d/b/a VILLAGE BAR AND GRILL**

These Lease amendments are made and entered into this 21st day of January, 2013, by and between the Village of Buffalo Grove, a municipal corporation ("Lessor"), and JBM Hospitality, LLC. d/b/a Village Bar and Grill an Illinois limited liability company ("Lessee") and hereby amend the Lease dated as of June 21, 2004 and the subsequent Amendments to the Lease dated January 1, 2009 and August 17, 2009, by amending Sections A.1, B.9 and F.1 in their entirety as follows:

Section A. Purpose of Lease:

1. Lease: Lessor hereby leases to Lessee the exclusive, subject to the restrictions noted in Section G.2. and Addendum "A", rights to operate the restaurant facilities and lounge located in the Buffalo Grove Golf Course Club House at 48 Raupp Boulevard, Buffalo Grove, Illinois. The leased areas are further depicted in part on Exhibit "A" attached hereto and may hereinafter be referred to as the "Premises" and are to be used and occupied by Lessee as restaurant, bar and lounge (sale of liquor included) for the term commencing January 1, 2014 through December 31, 2015. An extension to this Lease may be granted upon terms mutually acceptable to both parties to this Lease for a term to be determined, unless otherwise terminated as hereinafter set forth.

Premises will also include areas as further depicted on Exhibit "A" as leased area and other areas as included from time to time by amendment hereto.

Additionally, the Lessee shall be given access to areas adjacent to the club house facilities that will include but not be limited to patios, event tents and golf course grounds for the purpose of utilizing beverage carts.

Section B. Terms and Conditions:

9. Security Deposit: Lessee shall post a performance bond with the Lessor, in the amount of \$5,000 for the faithful performance of this Lease. The performance bond shall be in a form and manner acceptable to the Lessor. If for any reason Lessor shall be required to draw from said security deposit, Lessee shall replenish within thirty (30) days said draw to initial balance of deposit. In addition, Lessee agrees that said performance bond shall be drawn by the Lessor if Lessee ceases operations at any time, for whatever reason, prior to December 31, 2015, notwithstanding paragraph F.1.

Section F. Termination:

1. Termination: In the event of any default in the terms hereof and if the same are not corrected within thirty (30) days [with the exception being the failure to remit rent or utility reimbursements which should be corrected within ten (10) days from written notice of same], the Lessor may terminate the Lease and take possession of the Premises and equipment with the institution of eviction proceedings and the exercise of due process of law. Each of the parties hereto shall have the recourse to any court of law or equity to enforce the provisions of this Lease as set forth herein.

Lessee shall have an option of terminating this Lease by providing written notice to Lessor no later than November 1, 2014 and on each November 1st thereafter, effective the following December 31st. Reasons for termination shall be demonstrated to and approved by the Lessor prior to any such termination.

Lessor shall have the option of terminating this Lease by providing ninety (90) days written notice to Lessee.

Upon termination for whatever reason, the Lessee shall deliver up the Premises and the equipment listed in the attached Exhibit "B" (along with any replaced equipment or furnishings that cannot be removed) and that equipment and furnishings noted in Section D, Paragraph 3 that Lessor has exercised its right of first refusal on in a clean, operating and sanitary condition except for ordinary wear and tear.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

LESSOR:
Village of Buffalo Grove

LESSEE:
JBM HOSPITALITY, LLC. d/b/a
Village Bar and Grill

Village President

President

ATTEST:

Village Clerk