**Section 1150.20 Leasing of Parking Spaces**

a) To lease a parking space or spaces at a facility, the lessee must obtain a signed "lease" from the Secretary that stipulates the following terms:

1) General:

A) The effective dates of the lease;

B) A description of the property to be covered under the terms of the lease;

C) An agreed-upon reasonable lease fee to be paid to the Secretary in consideration for use of the designated property;

D) Should the lessee or the Secretary wish to terminate the lease for any reason prior to the expiration date, the lessee or the Secretary must be notified 30 days prior to the lease's termination;

E) During the term of the lease, the lessee shall not utilize, make alterations to, further sublet, or in other ways legally encumber the designated parking spaces or parts of a parking space so as to interfere with the intended use of the property;

F) The lessee agrees to hold harmless and indemnify the State of Illinois and its agents, and the Secretary and/or his or her employees, from any and all claims, demands, liabilities, judgments and executions that may arise as a direct or indirect result of any such lease or actions taken in reliance on that lease;

G) The Secretary in no way implies or assures through the execution of any such lease, or confers upon the designated property, the legal status of invitee to whom a duty of care is owed, or assumes liability responsibility for injury to person/property caused through parking at the designated property.

b) No parking space shall be leased to an entity or individual if the leasing interferes with the operational needs of the Secretary. The Secretary shall determine, on a case by case basis, whether the lease would interfere with the daily operations of the Secretary.