

Appropriate COIN LAUNDRY EQUIPMENT  
OPERATORS - MIDWEST ASSOCIATION  
Document: BEL

ST-TN-RG BLOCK PF LOT  
05-40-14 0000007

STANDARD LAUNDRY ROOM LEASE AGREEMENT

Date: February 17, 1992

Name of Lessor or Managing Agent: MELVIN KEMPAS, INC.  
Address: 1301 W. Belmont Avenue Chicago, Illinois 60665  
Location of Building(s): 1347 W. Belmont Avenue Chicago, Illinois 60665  
Number of Buildings: 1234 Number of Apartments: 567  
Lessor: MAREDEX COIN LAUNDRY ASSOCIATES, INC.  
Address: 1347 W. BELMONT AVENUE CHICAGO, ILLINOIS 60657  
Lease term commences: February 17, 1992 Expiration of original term: February 17, 1997  
Rental: \$250.00 per month

92909298

In consideration of the mutual covenants and conditions stated below, the Lessor and Lessee named above agree as follows:

1. LEASE OF LAUNDRY ROOM. Lessee agrees to lease with its commonly known as the Laundry Room in the premises described in Exhibit A for the purpose of installing, operating, and repairing coin-operated washing machines and dryers. A floor plan or diagram of the Laundry Room may be attached hereto as Exhibit A.

2. OPERATION OF EQUIPMENT. Lessee shall select and maintain the laundry equipment at its own expense and shall be liable for such damages or repairs caused by the Lessor or its agents or employees. Any claim by Lessor of inadequate care by Lessee shall be made by certified or registered mail. Lessee shall take a reasonable opportunity to inspect the condition of such machinery to repair or replace any of it which is not in good working order. The selection of laundry equipment and its charges herefor shall be determined solely by Lessee. All repairs required to operate such equipment shall be paid for by Lessee.

3. ACCESS TO LAUNDRY ROOM. Lessee shall have exclusive control and possession of the Laundry Room except that Lessor shall have the right of use and access for any purpose necessary for the operation of the Building which does not interfere with the Lessee's operation and maintenance of its laundry equipment. The tenants of the Building shall have free and unrestricted access to the Laundry Room for the purpose of using the laundry equipment.

4. RENTAL. As provided for in the terms of the Laundry Room, Lessee shall pay to Lessor the rental, including all taxes and charges, as depicted by the coin-injection writing, within the rental stated, plus or minus an amount equal to the net proceeds of the operation of the laundry room, including the rental of the laundry equipment, as determined by Lessee. Lessee shall have the right to request a refund from time to time during the term of this Lease, provided Lessee pays to Lessor the then prevailing charges of Lessee's utility.

5. UTILITIES. Lessee may cause the laundry equipment to be connected through the main line water, fuel, gas, and sewer lines in the Building, subject to the rules and regulations of the Lessor. Lessee shall maintain all such utilities in good working order.

6. EXCLUSIVE LAUNDRY EQUIPMENT. Lessee represents that there is no other laundry equipment presently, in the past, or in the future owned and used by it, its agents, employees, or independent contractors, or any other person, in the premises, or elsewhere, which is or will be used for the purpose of operating laundry equipment in the Building for general use by tenants, and that Lessee will not, during the term of this Lease, acquire, lease, or permit any other person, firm or corporation to install or use any laundry equipment in the Building except equipment owned and used by individual tenants and not for general use.

7. CONDITION OF PREMISES. Lessee warrants that at the time of delivery there will be no existing or potential defects which are or may be known to Lessee to materially affect the use of the Laundry Room, including the laundry equipment, and that the premises have adequate lighting and heating, including venting, and that Lessee shall be responsible for all electrical and wiring-related services for the Laundry Room.

8. SECURITY. Lessor shall provide adequate security for the Laundry Room and Lessee's equipment therein. In the event Lessor fails to provide such security, and Lessee's equipment is damaged or destroyed, then Lessee may, at its option, either terminate this Lease or, without the need for otherwise paying a premium until Lessee is reimbursed for its loss, and damage resulting therefrom. If Lessee elects to terminate, Lessee shall release the Lessor from any and all claims, demands, or allowances or lessor's improvement paid by Lessee.

9. TITLE TO EQUIPMENT. Title to all laundry equipment and any fixtures, wiring, plumbing, duct, and accessories supplied or installed by Lessee shall at all times remain in and be held by Lessee and upon the expiration or termination of this Lease by type of time or otherwise, Lessee shall have the right to remove all such property from the premises.

10. TERM. The initial term of this Lease shall be as set forth above and shall automatically be renewed thereafter for successive terms of the same duration unless either party serves written notice upon the other party not less than 120 days nor more than 180 days prior to the scheduled expiration of the initial term or renewal thereof of its desire that this Lease not be so renewed or extended.

11. INSURANCE. Lessee agrees to procure public liability insurance coverage in amounts of not less than \$100,000/\$300,000 insuring against risks of personal injury or property damage out of use or operation of Lessee's laundry equipment, but Lessee shall not be responsible for any loss or damage caused by a breach of Lessor's covenants. Lessee shall also procure, respectively, fire, loss, damage or destruction to laundry equipment by fire, theft, or other casualty, beyond Lessor's reasonable control or prevention.

12. BREACH OF LEASE. In the event of a breach of this Lease by Lessee, who is such breach shall continue for ten (10) days after written notice thereof by Lessor, not including the time taken to the satisfaction of Lessor's laundry equipment of the installation of laundry equipment by Lessor or any other person, firm or corporation, the parties agree that the damages to Lessor would be difficult to compute and therefore they agree that a fixed amount of recovery, which Lessor shall pay to Lessee at the expiration of such 10-day cure period, shall be an amount of \$1,000.00 plus a penalty, not aggregating more than \$5,000.00 per day for each day after the expiration of the cure period, for the amount of any remaining term of the above-described term or renewal thereof (such amount or amount determined by Lessee, in its sole discretion, plus reasonable attorney's fees incurred by Lessee, subject to this agreement, in which event Lessee shall have the right to engage its laundry equipment and other property any time after such breach and shall have no further obligation to Lessor to maintain or operate such equipment in the above-described building or any other building, or any other premises, in the city of a town, county or state, as long as Lessee is in compliance with the agreement by Lessee and a person authorized by Lessee or with Lessee's attorney, has instructed by Lessee or authorized by Lessee.

13. AUTHORITY TO SIGN. Lessor represents that it is the owner, lessor, or, by its or duly authorized managing agent of the Building and that it has full right and valid authority to execute this Lease.

14. SUCCESSION. This Lease Agreement shall be binding upon and shall inure to the benefit of the Lessor and their respective successors and assigns, including any future owners, tenants, lessors or lessees of the Building, it being the intention of the parties that the interest granted to Lessee herein shall run with the land and building.

15. ENTIRE AGREEMENT. This Lease Agreement represents the entire agreement between the parties and this Agreement may not be amended, altered or modified orally or in writing by both parties. Both parties reserve the right to insert correct legal description on the reverse side.

16. GOVERNING LAW. This Agreement shall be governed by the Laws of the State of Illinois.

92909298

DEPT-01 RECORDING \$23.50  
T85555 TRAN 2978 12/03/92 14:28:00  
92909298  
COOK COUNTY RECORDER

LESSEE: Name: MAREDEX COIN LAUNDRY ASSOCIATES, INC.  
By: [Signature] Title: Partner  
LESSOR or Managing Agent: Name: MELVIN KEMPAS, INC.  
By: [Signature] Title: President  
 Corporation  Partnership  Individual  Trust

2/17/92

92999708

STANDARD LAUNDRY ROOM  
LEASE AGREEMENT



Property of Cook County Clerk's Office

ASSIGNMENT BY LESSOR

For valuable consideration, the undersigned, the Lessor described in the within instrument, hereby transfers, assigns and sets over to

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

and to his or its heirs, legal representatives, successors assigns his entire interest in and to the within lease, and the rent coming due thereunder after \_\_\_\_\_ by \_\_\_\_\_

Lessee shall be authorized to continue making rental payments under this lease to the original Lessor until Lessee receives a copy of this agreement and the address for future rental payments to the assignee

DATED: \_\_\_\_\_ 19\_\_

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

ASSIGNMENT BY LESSEE

For valuable consideration, the undersigned, the Lessee described in the within instrument, hereby transfers, assigns and sets over to:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

and to his or its heirs, legal representatives, successors and assigns, his entire interest in and to the within lease effective as of \_\_\_\_\_ 19\_\_

DATED: \_\_\_\_\_ 19\_\_

NAME: \_\_\_\_\_

BY: \_\_\_\_\_