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UNDRY ROOM LEASE AGREEMENT Date . Name of Lessor or Managing Agent <u>CAPPS</u> DONALD Address 61 W. SCHILLER 60610 Location of Building(s) 2932 NORTH ____ Number of Apartments _ Number of Buildings: _ METERMATIC LAUNDRY SERVICES, INC. Lesaee Lease term commences AUGUST 1, 1991 ___ Expiration of original term___ of gross revenue received Rental 47.50 und foliate hadding PER MACHINE PER MONTH In consideration of the mutual coverents and conditions stated below, the Lessor and Lessee named above agree as follows: 1. Lessor lesses to Lesses what is commonly known and its Laundry Room" in the premises described above ("Building") for the purpose of installing, overating, servicing and repairing coin operated washing machines and dryers. Afurther Caterip ion or drawing and damage resulting therefrom. If Lessee slects to terminate, Lessor shall refund to se the pro rate portion of any advence rentals, construction allowances or tessahold Improvement paid by Lesses of the Laundry Room may be attached hereto as Exhibit A. 9. Title to all laundry equipment and any fixtures, wiring, plumbing, ducts and occessories supplied or installed by Lessee shall at all lines remain in and be hold by Lessee and upon the expiration or remination of the Lesse by lapse of time or otherwise, Lessee 2. Lesses shall service and maintain the laundry equipment in god t wirking order at its sole experses, except for such damages or repairs caused by the Lesser in its agents or employees. Any claim by Lesser of inadequate service by Lesses must be by certified or registered mail. Lesses shall have a reasonable opportunity thereof. shall have the right to ramove all such property from the pren iess than 72 hours from receipt of such notice) to repeir or replace any machines not in good working order. The selection of laundry equipment and all charges therefore she determined solety by Lesses. All licenses required to operate such equipment shall be 10. In the event of a breach of this Lease by Lessor, which such breash shall continue for len (10) days after written notice hereof by Lesses (including but not limited to the unsuthorized disconnection of Lesses's laundry equipment or the installation of isundry uneumorused disconnection of Lesses a litter of opposition), the perfect of laundry equipment by Lessor or any other person, item or corporation), the perfect roughlise flavored or compute and therefore they agree that, at the orition of Lesses, either (a) Lessor shall pay to Lesses at the expiration of such 10 My rotice period as liquidated damages and not a penalty an appragate sum equal to 3. Leasee 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 35 cinte per day for each spartment in the Building multiplied by the number of days operation of the Building which dose not interfers with the Lease's operation and maintenance of its laundry equipment. The tenants of the Suilding shall have free and remeining or the balance of the unexpired initial term or renewal thereof (such number of days outer ninned from the day on which the breach occurred) plus reasonable attorneys unobstructed access to the Laundry Room for the purpose of using the laundry equipment. tees incultou by Lessee in enforcing this agreement in which event Lessee shall have the right to remove it lean try equipment and other property any time after such breach and shall have no further o'cligation to install, maintain or operate such equipment in the subject Building or any oner building or (b) Lessor consents to the entry of a temporary and/or permanent injuncian to restrain any violation of this agreement by Lessor and all persons acting for him or with him, together with reasonable attorneys fees incurred 4. As payment to Lessor for rental of the Laundry Room, Lessee shall pay to Lessor at the address indicated above or at such other address designated by Lessor in writing, either the rental stated above or a percentage equal to the rental percentage stated above of the gross coin receipts received by Lesser from its coin operated laundry equipment, payable at least every (8) months. Lessor shall have the right to request a by Lesses in enforcing this ar eem int. ild audit from time to time during the term of the lesse, provided Lessor pays to Lesses the then prevailing charges of Lesses therefor 11. It is turther understood an a grand by and between the parties hereto that this Lesse shall be extended for an additional period of eight years from the date of its expiration unless Lesses gives to Lesso notice in writing by United States Registered or Certified Mail at lesses sixty days prior to the end of the term herein of Lesses's Intention not to extend this Lesse, At the expiration of the additional term herein this Lesses shall be additional to the delicional term herein this Lesses. Lesse may connect its laundry equipment to and through the electric, water, less, yas and sewer lines in the Building and use such utilities at no additional charge to Lesses, Lessor shall maintain all such utilities in good working order not to extend this Lease. At the expirition if the sometimes better terms unless the solution of additional five year terms unless the state by either Lease or Leasor by notice in writing by United States Registered or Co-unied Mail, one to the other, three hundred and sixty five days prior to the end of any supercurrent terms herein. It property is sold or management is changed subsequent to the writen notice provided herein. ints that there is no other laundry equipment presently in the Laundry Room (except equipment owned and used by individual tenants and not for general use). that there is no other lease presently in effect or no other lease which will be in force or in effect upon commencement of this Lease in connection with the operation of any and prior to the and of term herein, then said notice shall be will and void and shall be other metered or non-metered laundry equipment in the Building for general use by senants, and that Lessor will not, during the term of this Lesso or renewal hereof, install or use or permit any other person, firm or corporation to install or use any laundry 12. Lessor represents that it is the owner, beneficiary, lessee or duty authorized managing equipment in the Building (except equipment owned and used by individual tenants agent of the Building and that it has good right and lawful authority to execute this lease. and not for peneral use). 13. This Lease Agreement shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns, including any future 7. Lessor warrants that at the time of installation there will be no building code violation which adversely affects the ability of Lessee to install, operate or maintain its laundry owners, beneficiaries or lessees of the Bulloing, it being the intention of the parties that the interest granted to Lesses herein shall run with the land and Building. equipment and that the premises have adequate utilities and lighting, including senting, ventilating and floor drainage. Lessor shall be responsible for all janiforial and houservices for the Laundry Room 14. This Lesse Agreement represents the entire agreement between the parties and this Agreement may not be amended, attered or modified unless in writing by both 8. Lossor shall provide adequate security for the Laundry Room and Lausee's equipparties. Both parties reserve the right to insert correct legal description on the reverse side. ment therein. In the event Lessor fails to provide such security and Lessee's equipment is burglarized or vandalized, then Lesses may, at its option either terminate this Lesse or withhold the rentals otherwise payable hereunder until Lesses is reimbursed for its loss **LESSOR** or Managing Agent: LESSEE: Name: METERMATIC LAUNDRY SERV INC Name: CAPPS DONALD / And Ividual (A) Partnership? **E**Corporation ☐ Individual ☐ Corp Partnership

PRESIDENT

Title: _

OWNER

Title:

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LOTS 11 AND 12 IN BLOCK 13 OF HANSBROUGH AND HESS' SUBDIVISION OF THE EAST HALF (E 以) OF THE SOUTHWEST HALF (SW 1/2) OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.'s: 13-36-328-033-0000; 13-36-328-032-0000; 13-36-328-036-0000.

