

# Galleria 1712

1712 North Ave. Chicago, IL 60622 Tel: 773.235.1712 info@galleria1712.com

## Lease Agreement

Tenant: \_\_\_\_\_

Unit #: \_\_\_\_\_

Rent: \$ \_\_\_\_\_

Deposit: **\$100.00**

Lease begins: \_\_\_\_\_

Lease ends: \_\_\_\_\_

Late fee: **\$25.00**

Total amount due upon lease execution: \$ \_\_\_\_\_

This Lease is a one-year Lease which may be terminated with a thirty (30) day written notice. Security deposit is non-fundable if lease duration is less than four (4) months. After four (4) months, deposit is fully refundable minus any wear and tear of the booth or wall space. Rent is due in its entirety on the first of every month. Late fee is charged if rent is not received before business close on the fifth (5<sup>th</sup>) of every month. Landlord reserves the right to remove tenant property if rent is not received by business close on the third (3<sup>rd</sup>) Monday of the month.

### Rules and Regulations:

1. Tenant may move in or out on Monday's between the hours of 12:00 p.m. and 5:00 p.m. Booth or wall rentals must be display-ready before Galleria operation hours next business day. Tenant's booth or wall may, but need not, be staffed by Tenant during Galleria hours of operation only. Pets are not allowed within the Galleria.
2. Landlord will provide staff during hours of business and collect money for purchases made from the Tenant's merchandise and sales taxes on the merchandise. A monthly statement of sales and payments made to Tenants will be available and distributed.
3. Tenant will maintain a clean, organized and presentable booth or wall. Tenant's decoration of booth or wall shall only be confined to its the rental space. Flammable material or liquids are prohibited.
4. Landlord reserves the right to remove or request any merchandise be removed deemed unsuitable, obscene or disruptive as to the integrity of the Galleria at its sole discretion.
5. Tenant will not serve food or alcoholic beverages without the prior written approval of Landlord.
6. Tenant is not permitted to share or change its booth without Landlord's prior written consent and no assignment or subletting is permitted.
7. No photography, filming, or electronic recording or transmission or use of any such audio related equipment in the building by Tenant, groups or individuals is allowed without the written consent by Landlord.
8. Landlord has the right to set the hours of operation of and control ingress and egress from the Galleria. Tenant agrees to cooperate with any security programs installed by the Galleria.
9. Payments due to each Tenant from total monthly sales will be made within the first seven (7) days of the following month.
10. If the booth or the building is destroyed or damaged by fire or other casualty, Landlord shall have the option to repair and restore the same with reasonable promptness; or elect to terminate this Lease as of the date of such damage.

11. Landlord agrees to provide listing in Galleria 1712 website, white wood walls, basic lighting, concrete flooring, standard electricity, heat, water and sewer.
12. Co-op advertising of no greater than \$20.00 per booth rental and \$10.00 per wall space rental will be charged to each Tenant monthly. Co-op advertising fee is to be paid monthly with rent. Landlord agrees to match 25% of the total collection of co-op advertising funds received monthly from the Tenants.
13. Each booth shall be left in its original condition and Tenant shall not, without the prior written consent of Landlord, make any change to the booth, and any such change will be at Tenant's cost. Tenant's failure to remove its property by the third (3<sup>rd</sup>) after the expiration or termination of its Lease will be deemed an abandonment and Landlord may retain or dispose of any such property as Landlord shall choose at Tenant's expense.
14. Tenant agrees, except to the extent prohibited by law, to indemnify, defend and hold harmless Landlord and its representatives against any and all damage, loss, harm, injury or death to persons or the property of Tenant, including attorney fees and costs, and all expenses resulting from any act or omission of each of them, theft, fire, water, accident, interruption of any service, or any other cause and no such event shall relieve Tenant from its obligations under this Lease.
15. Tenant agrees to purchase and keep in effect at all times insurance against all loss, damage or destruction to Tenant's property for the full value of such property, and name Landlord as additional insured on a primary non-contributory basis, with a waiver of subrogation against Landlord. Tenant and Landlord agree that all property of the Tenant is to remain in the Tenant's custody and control in transit to, from and within the building and no bailment by Landlord will arise.
16. Tenant's failure to pay timely rent or to honor its lease obligations will result in a default and immediate termination of this Lease. Notices may be served on either party at the addresses listed herein. Landlord's rights and remedies under this Lease shall be cumulative and the laws of the state of Illinois shall govern this agreement. Tenant shall pay all attorneys' fees and expenses of Landlord in enforcing any of Tenant's obligations under this Lease.
17. Tenant agrees to abide by the attached Lease Rules and Regulations of the Galleria as may be amended from time to time and all applicable government laws and regulations. Tenant understands that any violation of the rules or failure to make monthly payments shall subject Tenant to immediate termination of this lease and release of Tenant's space.

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number or Government Issued I.D.: \_\_\_\_\_

\_\_\_\_\_  
**Tenant Signature** **Date**

\_\_\_\_\_  
**Landlord Signature** **Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**