



Egans on 2016

ORIGINAL

RIDER TO LEASE AGREEMENT  
BETWEEN

DANA POINT CONDOMINIUM ASSOCIATION  
AND  
FAMILY PRIDE LAUNDRIES  
FOR

1519 East Central Road  
Arlington Heights, IL 60005

THIS DOCUMENT TO SUPPLEMENT THE CONTRACT COMMENCING: February 1, 2006  
AND RIDER DATED: February 1, 2006

In consideration of maintaining the vend prices at the current level, Family Pride as Lessee, agrees to amend the first sentence of Section 3 "Rental Payment" of the lease to read as follows:

"Lessee agrees to pay as base rental to Lessor, as and for the exclusive rental of the above-described premises 50% of the monthly receipts from laundry machines.

Lessee further agrees that vend prices will not be increased for the remainder of the initial lease term, unless at the request of the Dana Point Condominium Association."

All other terms of the existing Lease Agreement and Rider shall remain as written.

Lessor: Dana Point  
Condominium Association

By: Raymond J. Vogel

TITLE: President

DATE: 7-28-08

Lessee: Family Pride Laundries  
(Division of Hughes Enterprises)

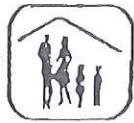
By: Charles H. Hugle

TITLE: PRESIDENT

DATE: July 31, 2008

BOARD COPY

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## STANDARD LAUNDRY ROOM LEASE

**LESSEE:** FAMILY PRIDE LAUNDRIES  
Division of Hughes Enterprises, Inc.  
300 W. North Avenue  
Lombard, IL 60148

**LESSOR:** DANA POINT CONDOMINIUM ASSOCIATION  
1519 East Central Road  
Arlington Heights, IL 60005

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

**1. PREMISES LEASED** Lessor hereby rents and leases to said Lessee, the premises designated as the "Laundry Room(s)" as reserved for that purpose located in the building(s) commonly known as 1519 East Central Road, Arlington Heights, Illinois, consisting of 504 condominium units.

**2. TERM** The initial term of this lease shall commence beginning the 1<sup>st</sup> day of February 2006 and terminate on the 31<sup>st</sup> day of March 2011. Said lease shall automatically be renewed thereafter for a successive five year term unless Lessee serves written notice upon the Lessor prior to the scheduled renewal term. Said lease shall automatically be renewed thereafter for successive terms of the same duration unless either party serves written notice upon the other at least sixty (60) days prior to, but not more than 120 days prior to expiration of any renewal term thereof, of its desire that this lease not be so renewed or extended.

**RENTAL PAYMENT** Lessee agrees to pay as base rental to Lessor, as and for the exclusive rental of the above described premises 55% of the monthly receipts from laundry machines. Commencing in April 2011 Lessee will raise the commission paid to 60% of gross monthly receipts. Lessee agrees to make rental payments at least twelve (12) times annually. Lessee agrees to pay an upfront payment of \$15,000 upon execution of this agreement and an additional upfront payment of \$15,000 in 2011.

**4. EXCLUSIVE POSSESSION** Lessee shall have exclusive control and possession of the above described premises, except that Lessor shall have the right to use and access of the operation of the building, which does not interfere with the Lessee's operation of its laundry equipment. The tenants of the building shall have free and unobstructed access to the above described premises for the purpose of using the laundry equipment. Lessor further agrees, that for and in consideration of Lessee's rental of the above described premises, Lessor will not, during the term of this lease, allow any other coin, card or non-metered laundry equipment to be installed or operated in the above described building(s).

**5. UTILITIES** Lessor agrees to furnish the Lessee, without charge to said Lessee, all necessary electricity, heat, gas, hot water, building duct work, water disposal and adequate housing for the continued operation of the coin, card or non-metered laundry equipment installed or to be installed on the above described premises.

**6. TITLE TO EQUIPMENT** Lessor agrees that the title to all washers, dryers, and all other equipment installed with the operation and maintenance of said washers and dryers shall remain in the Lessee at all times, and said Lessee may remove same at the termination of this lease.

Lessee agrees to install new equipment in the third year of this agreement:

Forty-two (42) new Speed Queen electronic washers  
Forty-two (42) new Speed Queen electronic gas dryers

**7. OPERATION OF EQUIPMENT** Lessee agrees to deliver, install, service, and maintain said laundry equipment and machinery in good working order, and to replace same from time to time when necessary or advisable, at its sole expense. The selection or replacement of laundry equipment shall be comparable to models originally installed by Lessee. The selection of laundry equipment and all charges therefor shall be determined solely by the Lessee.

**8. LAUNDRY ROOM MAINTENANCE** Lessor agrees to furnish janitorial service for the designated laundry room area and to maintain the same in a clean condition; clean exterior of the equipment, clean and remove the lint accumulation from the dryers as often as is necessary, sweep and mop floors weekly and replace defective light bulbs and/or fluorescent tubes. Lessor agrees to furnish Lessee with keys to gain access to laundry room(s).

**9. INSURANCE** Lessee will carry general liability insurance of one million dollars (\$1,000,000.00) for each occurrence of bodily injury/property damage, with an aggregate of two million dollars (\$2,000,000.00). Lessee will provide Certificate of Insurance naming specified entities as additional insured.

**10. TERMINATION** Lessee agrees to provide prompt daily service normally within 48 hours excluding weekends, holidays, and any acts of God and circumstances beyond Lessee's control. If Lessee has failed to repair or replace malfunctioning machine(s) within the specified time, and provided Family Pride's ability to perform was not hindered by factory parts or equipment availability, or acts of God or any circumstances beyond Family Pride's reasonable control or prevention, this agreement shall be subject to cancellation; however before such termination can occur, Lessor must give Lessee thirty (30) day written notice detailing the alleged lack of service or maintenance during which time Lessee has thirty (30) days to correct same, and if such corrections are so made, the lease shall continue.

**11. REIMBURSEMENT OF REFUNDS** Lessor shall refund money to the homeowners as well as keep a record of such refunds and Lessee shall reimburse Lessor on a quarterly basis.

**12. PROPERTY TAXES** Lessee agrees to pay all personal property taxes which may become due on the laundry equipment installed by it on the above described premises.

**13. ASSIGNMENT** This lease shall be freely assignable and shall be binding on all heirs, successors and/or assigns of the parties hereto.

**14. ENTIRE AGREEMENT** This lease agreement represents the entire agreement between the parties hereto and may not be amended, altered, or modified, unless in writing by both parties. Any attorney fees related to enforcement of this agreement will be paid by Lessor.

**15. IT IS AGREED AND UNDERSTOOD** That the person signing this lease on behalf of the Lessor and Lessee hereby personally, as individuals, represent covenant and warrant that they are duly authorized to execute and enter into this lease

IN WITNESS WHEREOF the parties have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

LESSOR: DATA POINT CONDOMINIUM ASSOCIATION

BY: April Mucci

TITLE: President

LESSEE: FAMILY PRIDE LAUNDRIES (Division of Hughes Enterprises, Inc.)

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

TITLE: President



### RIDER TO LAUNDRY ROOM LEASE AGREEMENT

THIS RIDER made this 1<sup>st</sup> day of February, 2006, is made to the Laundry Room Lease Agreement dated the 1<sup>st</sup> day of February 2006 ("Agreement") by and between **FAMILY PRIDE LAUNDRIES, a Division of Hughes Enterprises, Inc.** ("Family Pride") and **DANA POINT CONDOMINIUM ASSOCIATION** ("Association"). The terms and conditions of this Rider shall supersede any and all contradictory terms and conditions of the Agreement.

The parties further agree as follows:

1. Paragraph 9 shall be amended to require Family Pride to obtain a certificate of insurance naming Dana Point Condominium Association as an additional insured and to provide an updated certificate on an annual basis.
2. Paragraph 13 shall be amended to read as follows:

"This Lease shall be assignable and shall be binding on all heirs, successors and/or assigns of the parties hereto upon written notice and consent of the Association, which consent shall not be unreasonably withheld."

3. Family Pride acknowledges that the Dana Point Condominium Association is an Illinois Condominium Association and its property is owned by the Unit Owners as tenants in common. The Association is operated by and through its duly elected Board of Managers. All action taken pursuant to this agreement shall be consistent with the Association instruments. Family Pride recognizes that the members of the Board of Managers are acting only as agents for the individual Unit Owners, and that they have no personal liability (except as Owners), and that each Unit Owner's liability hereunder shall be limited to such proportion of the total liability hereunder as that Unit Owner's percentage of interest in the common elements of the Association bears to the total percentage interest of all Unit Owners in the common elements.
4. Family Pride warrants that neither it nor any of its employees, agents, or representatives have offered or given any gratuities to the Association's employees, agents or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto. For breach or violation of this warranty, Association shall have the right to cancel this Contract without liability or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, or contingent fee.
5. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. The parties hereto agree that in the event any party should file a lawsuit to enforce its rights under this Agreement, such lawsuit shall be brought in the Circuit Court of Cook County, Illinois, and that the prevailing party shall be entitled to recover attorneys' fees.

In addition, Lessee agrees to perform the following room improvements in February of 2006 at its sole expense:

1. Family Pride professional installers will replace floor tiles that are damaged with new Armstrong, 1/8 inch, commercial grade, vinyl composite floor tile.
2. Family Pride will replace all top dryer lint screens.
3. Family Pride will replace soap dispenser drawers in February of 2006.

In three years, Lessee agrees to install all new Speed Queen equipment as specified in the lease agreement and perform the following room improvements at its sole expense: *2009*

4. New flexible duct-work for dryers will be installed to reduce lint build-up and assure proper ventilation.
5. Dryer venting system will be updated, if necessary, including back-draft dampers to restrict hot or cool air from moving back into the laundry room.
6. Extruded aluminum rails will be installed to properly align and stabilize top-load washing machines and dryers.
7. New Speed Queen instructional signs will be provided to enhance equipment use and room appearance.
8. For the convenience of each resident, out-of-order signs will be provided and each piece of equipment will be properly identified by our service decal for a quick and responsive service.

In five years, Lessee agrees to perform the following room improvements at its sole expense:

1. Family Pride's professional paint staff will paint the laundry room walls with commercial grade, interior, satin or semi-gloss finish, high quality Sherwin Williams paint in color selected from samples provided by Family Pride.
2. Family Pride professional installers will install new Armstrong, 1/8 inch, commercial grade, vinyl composite floor tile in color selected from samples provided by Family Pride.

DANA POINT CONDOMINIUM  
ASSOCIATION

By: *Amy Yannet*

Title: *President*

FAMILY PRIDE LAUNDRIES, a Division  
of Hughes Enterprises, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_