

*Fallon Trulys*

## Laundry Space Lease Agreement

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of March 2014, by and between FOX CHASE CONDOMINIUM NO. 1 ASSOCIATION, INC., A Florida corporation not-for-profit, hereinafter referred to as Lessor, and Commercial Laundries, Inc. hereinafter referred to as Lessee.

### **1. LEASE TERM, USAGE AND EXPIRATION DATE:**

In consideration of the mutual covenants contained herein, Lessor agrees to lease all space designated for coin metered laundry equipment located at 8615 N.W. 8th Street, Miami, Florida to Lessee for a period of Seven (7) years. The space shall consist of Four (4) rooms, each being approximately 12 feet by 14 feet, located on each floor of the building. Commencement date of the lease shall be the date of March 25, 2014.

### **2. EQUIPMENT AND TITLE:**

The Lessee does hereby agree to install, at its own cost and expense, twelve (12) brand new washers and twelve (12) brand new dryers in the laundry rooms of 8615 N.W. 8th Street, Miami, Florida. The installation of the new machines shall commence thirty days after the Lease Agreement is signed, and installation will be completed within sixty days. It is specifically agreed that the above referenced quantity of machines shall not be reduced at any time during the term of this Lease Agreement. If any of the above-referenced washers or dryers requires replacement during the term of the Lease Agreement, Lessee agrees that the replacement machine (s) will be equivalent in age and condition, and of the same size and color as the machine originally installed. Title to said equipment shall remain with the Lessee at all times. Lessor agrees that Lessee shall have the right of quiet enjoyment of the laundry room area wherein the Lessee's machines shall be kept and Lessee agrees to deliver said space to Lessor at the expiration of the Lease term herein in broom clean condition.

### **3. CHARGES FOR EQUIPMENT USAGE:**

Lessee agrees that the washing machines and dryers will be metered at the following rates:

During the seven (7) year term of the Agreement:

Washing Machines ..... \$1.25 per cycle

Dryers ..... \$1.25 per cycle

Except as otherwise set forth herein, neither the cost per cycle nor the time of the cycles shall be changed or modified without the express written consent of the parties hereto.

### **4. MAINTENANCE AND REPAIRS:**

✓ The Lessee agrees to service and keep the machines in good working order, at its own cost and expense, and to make periodic inspections, no less frequently than once a month, in order to obtain this result. Lessor will supply, install and maintain all necessary facilities in the demised premises required for the operation of said laundry equipment, including electricity, gas, if required, hot and cold water, water disposal, duct work, flooring and lighting, and provide daily janitorial service and lint disposal. Lessor shall not be responsible for any defects or malfunctions in the equipment, or any damages sustained as a result thereof, by users of the equipment. All repairs will be made on weekdays, usually within 24 hours of notification. The 24-hour service number shall be displayed in each laundry room.

business days

### **5. RENTAL TERMS:**

Lessee will pay rental for said space 55% of the gross revenue derived from the operations of said equipment inclusive of sales tax. Rent shall be paid on the twentieth of the month, in arrears, to the office of the Lessor. Lessee will give Lessor notice when the revenue of the equipment is to be collected. Lessor shall have the right, without any cost or charge to Lessor or any deduction from rental payment due, to accompany Lessee's representative when the revenue from the equipment is collected and counted at the Lessors building provided there is no interference or delay caused by Lessor. Should there be any substantial interference or delay caused by Lessor, Lessee may impose a surcharge of five percent (5%) on the amount collected.

*[Signature]*

# Laundry Space Lease Agreement

## 6. NOTICES:

All notices required under this Lease shall be Registered or Certified Mail, to the addresses of the Lessor as follows, and until further notice:

**Lessor:** Fox Chase Condominium No. 1 Association,  
Inc.  
8605 N.W. 8 Street  
Miami, Florida 33126

**Lessee:** Commercial Laundries, Inc.  
8510 N.W. 56 Street  
Miami, Florida 33166

## 7. LICENSES. TAXES. ETC.:

Lessee shall pay all master license fees, if required; Lessee shall further be responsible for and pay any and all individual license fees on the machines. Personal property tax, license or occupational fees, or any type of fee arising from the State, Federal or local Governmental regulations or laws on equipment located on or at the premises described above.

## 8. MISUSE AND EXCLUSIVE USE RIGHTS:

The Lessor shall not move or remove, disconnect or tamper with the Lessee's machines for any reason whatsoever. Lessor further agrees that it will not permit or consent to any other coin, token or free laundry machines for the use of the tenants or unit owners on the premises, where the consent of the Lessor would be required whether the same be owned and operated by Lessor or others. The Lessor shall promptly report any machine malfunction to the Lessee. Service, under this Lease, does not cover damages caused by obvious misuse, vandalism, and necessary calls for service or interruption in the supply of water, gas, or electricity.

## 9. CANCELLATION:

The Lessor shall have the right to cancel this agreement in the event the service provided by Lessee proves unsatisfactory, provided, however; the Lessor's right to cancel is subject to the express conditions precedent that Lessee be given written notice describing with particularity the nature of any dissatisfaction and that Lessee shall have fourteen (14) days in which to cure.

## 10. DEFAULT AND ATTORNEY'S FEES:

The parties agree that in the event that either of the parties to this Agreement is held in default, then the other party shall be entitled to reasonable attorney's fees and costs incurred in the enforcement of its rights under this Agreement, including such fees and costs may incurred in any appeals.

## 11. RENEWAL:

The term of this Lease Agreement shall be as set forth above. There shall be no renewal unless the parties hereto otherwise agree in writing.

## 12. ASSIGNMENT:

This Lease shall be binding upon and inure to the benefit of the successors and assigns of both parties hereto; Lessor shall have the right to consent to any assignment by Lessee. Such consent shall not be unreasonably withheld.

## 13. TITLES:

The paragraph heading used herein are for the convenience only and are not of any significance in and of themselves.

## 14. AUTHORITY:

This Lease is entered into by and between Lessor and Lessee through their own duly authorized agents with

*Service*



# Laundry Space Lease Agreement

full knowledge of the contents hereof.

## **15. INTERPRETATION, VENUE. AND MODIFICATION:**

This Agreement shall be interpreted under, and governed by, the laws of the State of Florida. The Parties hereto agree that any action relating to this contract shall be instituted and prosecuted in the courts of Dade County, Florida, and each party hereto waives the right to change of venue. If any provision hereof is held invalid by a court of competent jurisdiction, it shall be automatically deleted and all remaining provisions shall remain in full effect.

## **16. LEASEHOLD IMPROVEMENT:**

Lessee will install twelve (12) brand new washers and twelve (12) brand new dryers. Lessee will pay for painting all the laundry rooms. Lessee will pay to Lessor \$5,000.00 for leasehold improvements.

17. The vend price of the front load washers will be \$1.75 per load.

**Lessee:**

**Commercial Laundries, Inc.**

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

Jack Stewart - President

Witness  \_\_\_\_\_

Witness  \_\_\_\_\_

**Lessor:**

**Fox Chase Condominium No. 1 Association,  
Inc.**

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

- President

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

- Vice President

Witness  \_\_\_\_\_

Witness \_\_\_\_\_

# Laundry Space Lease Agreement

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of March 2014, by and between FOX CHASE CONDOMINIUM NO. 2 ASSOCIATION, INC., A Florida corporation not-for-profit, hereinafter referred to as Lessor, and Commercial Laundries, Inc. hereinafter referred to as Lessee.

## **1. LEASE TERM, USAGE AND EXPIRATION DATE:**

In consideration of the mutual covenants contained herein, Lessor agrees to lease all space designated for coin metered laundry equipment located at 8625 N.W. 8th Street, Miami, Florida to Lessee for a period of Seven (7) years. The space shall consist of Four (4) rooms, each being approximately 12 feet by 14 feet, located on each floor of the building. Commencement date of the lease shall be the date of March 25, 2014.

## **2. EQUIPMENT AND TITLE:**

The Lessee does hereby agree to install, at its own cost and expense, twelve (12) brand new washers and twelve (12) brand new dryers in the laundry rooms of 8625 N.W. 8th Street, Miami, Florida. The installation of the new machines shall commence thirty days after the Lease Agreement is signed, and installation will be completed within sixty days. It is specifically agreed that the above referenced quantity of machines shall not be reduced at any time during the term of this Lease Agreement. If any of the above-referenced washers or dryers requires replacement during the term of the Lease Agreement, Lessee agrees that the replacement machine (s) will be equivalent in age and condition, and of the same size and color as the machine originally installed. Title to said equipment shall remain with the Lessee at all times. Lessor agrees that Lessee shall have the right of quiet enjoyment of the laundry room area wherein the Lessee's machines shall be kept and Lessee agrees to deliver said space to Lessor at the expiration of the Lease term herein in broom clean condition.

## **3. CHARGES FOR EQUIPMENT USAGE:**

Lessee agrees that the washing machines and dryers will be metered at the following rates:

During the seven (7) year term of the Agreement:

Washing Machines ..... \$1.25 per cycle

Dryers ..... \$1.25 per cycle

Except as otherwise set forth herein, neither the cost per cycle nor the time of the cycles shall be changed or modified without the express written consent of the parties hereto.

## **4. MAINTENANCE AND REPAIRS:**

The Lessee agrees to service and keep the machines in good working order, at its own cost and expense, and to make periodic inspections, no less frequently than once a month, in order to obtain this result. Lessor will supply, install and maintain all necessary facilities in the demised premises required for the operation of said laundry equipment, including electricity, gas, if required, hot and cold water, water disposal, duct work, flooring and lighting, and provide daily janitorial service and lint disposal. Lessor shall not be responsible for any defects or malfunctions in the equipment, or any damages sustained as a result thereof, by users of the equipment. All repairs will be made on weekdays, usually within 24 hours of notification. The 24-hour service number shall be displayed in each laundry room.

## **5. RENTAL TERMS:**

Lessee will pay rental for said space 55% of the gross revenue derived from the operations of said equipment inclusive of sales tax. Rent shall be paid on the twentieth of the month, in arrears, to the office of the Lessor. Lessee will give Lessor notice when the revenue of the equipment is to be collected. Lessor shall have the right, without any cost or charge to Lessor or any deduction from rental payment due, to accompany Lessee's representative when the revenue from the equipment is collected and counted at the Lessors building provided there is no interference or delay caused by Lessor. Should there be any substantial interference or delay caused by Lessor, Lessee may impose a surcharge of five percent (5%) on the amount collected.





# Laundry Space Lease Agreement

## **6. NOTICES:**

All notices required under this Lease shall be Registered or Certified Mail, to the addresses of the Lessor as follows, and until further notice:

**Lessor:** Fox Chase Condominium No. 2 Association,  
Inc.  
8605 N.W. 8 Street  
Miami, Florida 33126

**Lessee:** Commercial Laundries, Inc.  
8510 N.W. 56 Street  
Miami, Florida 33166

## **7. LICENSES. TAXES. ETC.:**

Lessee shall pay all master license fees, if required; Lessee shall further be responsible for and pay any and all individual license fees on the machines. Personal property tax, license or occupational fees, or any type of fee arising from the State, Federal or local Governmental regulations or laws on equipment located on or at the premises described above.

## **8. MISUSE AND EXCLUSIVE USE RIGHTS:**

The Lessor shall not move or remove, disconnect or tamper with the Lessee's machines for any reason whatsoever. Lessor further agrees that it will not permit or consent to any other coin, token or free laundry machines for the use of the tenants or unit owners on the premises, where the consent of the Lessor would be required whether the same be owned and operated by Lessor or others. The Lessor shall promptly report any machine malfunction to the Lessee. Service, under this Lease, does not cover damages caused by obvious misuse, vandalism, and necessary calls for service or interruption in the supply of water, gas, or electricity.

## **9. CANCELLATION:**

The Lessor shall have the right to cancel this agreement in the event the service provided by Lessee proves unsatisfactory, provided, however; the Lessor's right to cancel is subject to the express conditions precedent that Lessee be given written notice describing with particularity the nature of any dissatisfaction and that Lessee shall have fourteen (14) days in which to cure.

## **10. DEFAULT AND ATTORNEY'S FEES:**

The parties agree that in the event that either of the parties to this Agreement is held in default, then the other party shall be entitled to reasonable attorney's fees and costs incurred in the enforcement of its rights under this Agreement, including such fees and costs may incurred in any appeals.

## **11. RENEWAL:**

The term of this Lease Agreement shall be as set forth above. There shall be no renewal unless the parties hereto otherwise agree in writing.

## **12. ASSIGNMENT:**

This Lease shall be binding upon and inure to the benefit of the successors and assigns of both parties hereto; Lessor shall have the right to consent to any assignment by Lessee. Such consent shall not be unreasonably withheld.

## **13. TITLES:**

The paragraph heading used herein are for the convenience only and are not of any significance in and of themselves.

## **14. AUTHORITY:**

This Lease is entered into by and between Lessor and Lessee through their own duly authorized agents with

# Laundry Space Lease Agreement

## **15. INTERPRETATION, VENUE, AND MODIFICATION:**

This Agreement shall be interpreted under, and governed by, the laws of the State of Florida. The Parties hereto agree that any action relating to this contract shall be instituted and prosecuted in the courts of Dade County, Florida, and each party hereto waives the right to change of venue. If any provision hereof is held invalid by a court of competent jurisdiction, it shall be automatically deleted and all remaining provisions shall remain in full effect.

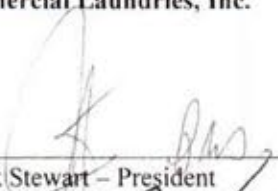
## **16. LEASEHOLD IMPROVEMENT:**

Lessee will install twelve (12) brand new washers and twelve (12) brand new dryers. Lessee will pay for painting all the laundry rooms. Lessee will pay to Lessor \$5,000.00 for leasehold improvements.

17. The vend price of the front load washers will be \$1.75 per load.

**Lessee:**

**Commercial Laundries, Inc.**

By:  \_\_\_\_\_  
Jack Stewart - President

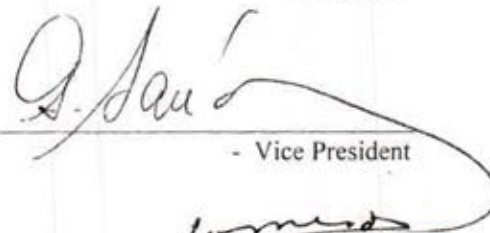
Witness  \_\_\_\_\_

Witness  \_\_\_\_\_

**Lessor:**

**Fox Chase Condominium No. 2 Association,  
Inc.**

By:  \_\_\_\_\_  
- President

By:  \_\_\_\_\_  
- Vice President

Witness  \_\_\_\_\_

Witness \_\_\_\_\_



# Laundry Space Lease Agreement

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of March 2014, by and between FOX CHASE, CONDOMINIUM NO. 3 ASSOCIATION, INC., A Florida corporation not-for-profit, hereinafter referred to as Lessor, and Commercial Laundries, Inc. hereinafter referred to as Lessee.

## **1. LEASE TERM. USAGE AND EXPIRATION DATE:**

In consideration of the mutual covenants contained herein, Lessor agrees to lease all space designated for coin metered laundry equipment located at 8635 N.W. 8th Street, Miami, Florida to Lessee for a period of Seven (7) years. The space shall consist of Four (4) rooms, each being approximately 12 feet by 14 feet, located on each floor of the building. Commencement date of the lease shall be the date of March 25, 2014.

## **2. EQUIPMENT AND TITLE:**

The Lessee does hereby agree to install, at its own cost and expense, twelve (12) brand new washers and twelve (12) brand new dryers in the laundry rooms of 8635 N.W. 8th Street, Miami, Florida. The installation of the new machines shall commence thirty days after the Lease Agreement is signed, and installation will be completed within sixty days. It is specifically agreed that the above referenced quantity of machines shall not be reduced at any time during the term of this Lease Agreement. If any of the above-referenced washers or dryers requires replacement during the term of the Lease Agreement, Lessee agrees that the replacement machine (s) will be equivalent in age and condition, and or the same size and color as the machine originally installed. Title to said equipment shall remain with the Lessee at all times. Lessor agrees that Lessee shall have the right of quiet enjoyment of the laundry room area wherein the Lessee's machines shall be kept and Lessee agrees to deliver said space to Lessor at the expiration of the Lease term herein in broom clean condition.

## **3. CHARGES FOR EQUIPMENT USAGE:**

Lessee agrees that the washing machines and dryers will be metered at the following rates:

During the seven (7) year term of the Agreement:

Washing Machines ..... \$1.25 per cycle

Dryers ..... \$1.25 per cycle

Except as otherwise set forth herein, neither the cost per cycle nor the time of the cycles shall be changed or modified without the express written consent of the parties hereto.

## **4. MAINTENANCE AND REPAIRS:**

The Lessee agrees to service and keep the machines in good working order, at its own cost and expense, and to make periodic inspections, no less frequently than once a month, in order to obtain this result. Lessor will supply, install and maintain all necessary facilities in the demised premises required for the operation of said laundry equipment, including electricity, gas, if required, hot and cold water, water disposal, duct work, flooring and lighting, and provide daily janitorial service and lint disposal. Lessor shall not be responsible for any defects or malfunctions in the equipment, or any damages sustained as a result thereof, by users of the equipment. All repairs will be made on weekdays, usually within 24 hours of notification. The 24-hour service number shall be displayed in each laundry room.

## **5. RENTAL TERMS:**

Lessee will pay rental for said space 55% of the gross revenue derived from the operations of said equipment inclusive of sales tax. Rent shall be paid on the twentieth of the month, in arrears, to the office of the Lessor. Lessee will give Lessor notice when the revenue of the equipment is to be collected. Lessor shall have the right, without any cost or charge to Lessor or any deduction from rental payment due, to accompany Lessee's representative when the revenue from the equipment is collected and counted at the Lessors building provided there is no interference or delay caused by Lessor. Should there be any substantial interference or delay caused by Lessor, Lessee may impose a surcharge of five percent (5%) on the amount collected.



# Laundry Space Lease Agreement

## **6. NOTICES:**

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**Lessor:** Fox Chase Condominium No. 3 Association,  
Inc.  
8605 N.W. 8 Street  
Miami, Florida 33126

**Lessee:** Commercial Laundries, Inc.  
  
8510 N.W. 56 Street  
Miami, Florida 33166

## **7. LICENSES. TAXES. ETC.:**

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## **9. CANCELLATION:**

The Lessor shall have the right to cancel this agreement in the event the service provided by Lessee proves unsatisfactory, provided, however; the Lessor's right to cancel is subject to the express conditions precedent that Lessee be given written notice describing with particularity the nature of any dissatisfaction and that Lessee shall have fourteen (14) days in which to cure.

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The parties agree that in the event that either of the parties to this Agreement is held in default, then the other party shall be entitled to reasonable attorney's fees and costs incurred in the enforcement of its rights under this Agreement, including such fees and costs may incurred in any appeals.

## **11. RENEWAL:**

The term of this Lease Agreement shall be as set forth above. There shall be no renewal unless the parties hereto otherwise agree in writing.

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## **13. TITLES:**

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## **14. AUTHORITY:**

This Lease is entered into by and between Lessor and Lessee through their own duly authorized agents with



# Laundry Space Lease Agreement

## **15. INTERPRETATION, VENUE, AND MODIFICATION:**

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## **16. LEASEHOLD IMPROVEMENT:**

Lessee will install twelve (12) brand new washers and twelve (12) brand new dryers. Lessee will pay for painting all the laundry rooms. Lessee will pay to Lessor \$5,000.00 for leasehold improvements.

17. The vend price of the front load washers will be \$1.75 per load.

**Lessee:**

**Commercial Laundries, Inc.**

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

Jack Stewart - President

Witness \_\_\_\_\_

Witness \_\_\_\_\_

**Lessor:**

**Fox Chase Condominium No. 3 Association,  
Inc.**

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

- President

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

- Vice President

Witness \_\_\_\_\_

Witness \_\_\_\_\_