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WEST TOWN POP UP SPACE LEASE

Table with 3 columns: Date of Lease, Term of Lease, Monthly Rent. Includes fields for Initial Term (90 DAYS), Beginning/Ending (DATE), and Monthly Rent (\$1,000.00 Gross Lease, \$1,000.00 Security Deposit, \$800.00 Damage Deposit).

PREMISES: Approximately 550 sq ft of retail space located in the northern most storefront portion of 1821 W. Chicago Ave, Chicago IL 60622. Does not include remaining space and services at 1819-1821 W. Chicago Avenue, Chicago IL 60622.

Purpose: Lessee shall use the Leased Premises solely for the purpose of running a retail, marketing or office based business (no warehousing and distribution of goods) of any legal sort. Lessee will not use or permit or suffer the use of the premises or any part thereof for any other business or purpose or violate any zoning ordinance or impair the reputation of the building.

LESSEE LESSOR

Name: West Town Chicago Chamber of Commerce
Address: 1819 W. Chicago Ave, Chicago IL 60646

Name: NAME
Address: NAME

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term. Subject to the terms and condition of the Rider attached hereto and make a part of hereof, Lessor and Lessee agree as follows:

- 1. RENT. Lessee shall pay Lessor or Lessor's agent as base rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. In the event Lessee does not pay the base rent within the first five (5) days of each month then a penalty shall accrue on the unpaid rent at a rate of \$50 from the first day of each month.
2. CONDITION AND UPKEEP OF PREMISES. Subject to the Rider attached hereto, Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, and will keep the Premises, including adjoining alleys in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will remove the snow and ice from the sidewalk abutting the Premises; and upon termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted and will deliver the keys therefore at the place of payment of said rent.
3. LESSEE NOT TO MISUSE SUBLET ASSIGNMENT. Subject to the Rider attached hereto, Lessee will not allow the Premises used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or part, by any other person, or business, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first hand, and Lessee will not permit any transfer by operation of law of the interest in Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises, other than trade fixtures of Lessee shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. In each instance where Landlord's consent is required hereunder, such consent shall not be unreasonably withheld or delayed.
4. MECHANIC'S LIEN. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay the same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor Immediately on rendition of bill therefore.
5. INDEMNITY FOR ACCIDENTS. Lessee covenants and agrees to protect and defend and save and keep Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of the Lessee or otherwise and Lessee will at all times protect, indemnify, and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.
6. NONLIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam, other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, or above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from act or neglect by any owners or occupants of adjacent or contiguous property.
7. WATER, GAS AND ELECTRIC CHARGES. Lessee will not pay additional rent for taxes, sewer, scavenger services, water and electric light and power bill taxed, levied or charged on the premises, for and during the time for which this lease is granted, this is a gross Lease and as such are included in the above stated rent.

8. **KEEP PREMISES IN REPAIR.** Subject to the Rider attached hereto, Lessor shall not be obliged to incur any expense of repairing any improvement upon said demised premises or connected therewith, and the Lessee at his own expense will keep all interior, non-structural improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and wholesome condition and will comply with all local or general regulations, laws and ordinances keep said improvements from deterioration due to ordinary wear from falling temporarily out of repair.

9. **ACCESS TO PREMISES.** Lessee will allow Lessor free access to the Premises, with reasonable advanced notification except in emergencies, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which the Lessor may see fit to make and will allow to have placed upon the Premises at all times notice "For Sale" and "To Rent", and will not interfere with the same.

10. **ABANDONMENT AND RELETTING.** If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

11. **HOLDING OVER.** Lessee will, at the end of this Lease by lapse of time or otherwise yield up immediate possession to the Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld a sum equal to 1½ times the daily amount of rent provided for in this Lease of the period immediately preceding the termination of the Lease for each day possession is withheld; and Lessee shall also pay Lessor all reasonable and direct damages sustained by Lessor by reason of Lessee's retention of possession in excess of such sum; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

12. **EXTRA FIRE HAZARD.** There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used in accordance with reasonable requirements Lessor's insurance carrier and statutes and ordinances now hereafter in force.

13. **DEFAULT BY LESSEE.** Subject to the Rider attached hereto, if a default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and re-enter the Premises or any part thereof, with or (at the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in which by law subject to such distraint as security for payment of the rent herein reserved.

14. **NO RENT DEDUCTION OR SET OFF.** Subject to the Rider attached hereto, Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

15. **RENT AFTER NOTICE OR SUIT.** It is further agreed, by the parties hereto, that after the service of this notice, or commencement of a suit or after final judgment of possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, and suit, or said judgment.

16. **PAYMENT OF COSTS.** Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Lessor in enforcing the agreements of this Lease.

17. **RIGHTS CUMULATIVE.** The rights and remedies of the Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

18. **FIRE AND CASUALTY.** In case the Premises shall be rendered untenable during the term of this Lease by fire or other casualty, Lessor or Lessee at his option may terminate the Lease provided however that Lessor may elect to repair said premises. If the Lessor elects to Repair, this Lease shall remain in effect except that rental payments shall abate from the date of such fire or casualty until the premises are again tenable, provided such repairs are completed within said time. If the Lessor shall not have repaired Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

19. **SUBORDINATION.** This Lease is subordinate to all mortgages which may now or hereafter affect the Premises.

20. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

21. **SEVERABILITY.** Wherever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease. If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such operation.

This Lease consists of 2 pages numbered 1 to 2, identified by Lessor and Lessee, a 3-page lease rider and a 1-page COVID-19 rider.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Date of Lease stated above.

LESSEE:

LESSOR:

By: _____ (seal) By: _____ (seal)

Date: _____

Date: _____