

**LEASE WITH ANDERSONVILLE GALLERIA, LLC ("LANDLORD")**  
5247 N. Clark St.  
Chicago, IL 60640



**TENANT:** Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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**Booth and Display Lease Includes:** One space \* white wood or brick walls \* Standard electricity and lighting \* Standard sign to display tenant name \* Listing in the Andersonville Galleria Directory and official website.

**TOTAL AMOUNT DUE UPON LEASE EXECUTION:** \$ \_\_\_\_\_ monthly rent and \$ \_\_\_\_\_ security deposit. The Andersonville Galleria takes a 10% commission on all sales at the end of the month plus 3.5% credit card transaction fees.

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.

This Lease is a one-year Lease which may be terminated by either Party with written thirty (30) days notice. This Lease will begin on \_\_\_\_\_ and end on \_\_\_\_\_. During the Lease term, Tenant will pay the monthly rent on the first day of the month. If Landlord does not receive the rent and advertising charge by the fifth of the month, Tenant will be charged a \$25.00 late fee. This Lease is not valid unless signed by both Tenant and Landlord. Checks should be made payable to the Andersonville Galleria, and either mailed or dropped off in person at 5247 N. Clark Street.

### LEASE RULES AND REGULATIONS

1. Tenant may move in or out and set up its displays on mutually agreeable times during the Galleria hours of operation, and on occasional Mondays as organized by management.
2. Tenant's booth may, but need not, be staffed during the Galleria's hours of operation.
3. No neon, flashing or display lights, or noises or any other disturbances that affect other tenants are permitted.
4. Tenant will maintain a clean, organized and presentable booth, and will only display its own items and confine its activities, display or distribution of brochures to its own booth and shall use only flameproof material for display.
5. Tenant is not permitted to share or change its booth without Landlord's prior written consent and no assignment or subletting is permitted.
6. Tenant will not serve food or alcoholic beverages without the prior approval of Landlord.
7. No Tenant or group of Tenants may sponsor any event that conflicts with the Galleria.
8. Photography, filming, or electronic recording or transmission or use of any such audio related equipment in the building by Tenant, groups or individuals other than Landlord is strictly prohibited.
9. 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. 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.
10. Landlord has the right to set the hours of operation of and control ingress to and egress from the Galleria and Tenant agrees to cooperate with any security programs adopted for the Galleria.
11. Landlord reserves the right at its sole discretion to close, correct, remove or eliminate any objectionable item or conduct not suitable in keeping with the character of the Galleria or which violates these rules or any law.
12. Each booth and display shall be left in its original condition and Tenant shall not, without the prior written consent of Landlord, make any change to the booth or display, and any such change will be at Tenant's cost. Tenant's failure to remove its property immediately upon 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.
13. If the booth or display 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.
14. 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.
15. This Lease is the entire lease and any change must be in writing and signed by both parties, and is subordinate to (a) any current or subsequently executed underlying master leases, and (b) any mortgages or deeds of trust affecting the Building and Tenant shall execute any such documents reasonably requested by Landlord.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Andersonville Galleria by: \_\_\_\_\_ Date: \_\_\_\_\_