

PARKING LEASE

Aug 07

LEASE DATE	TERM BEGINS	TERM ENDS	MONTHLY RENT	SPACE #

TENANT:

NAME:

ADDRESS OF SPACE:

(TENANT)

(TENANT)

LANDLORD:

Hillco Realty Management, Inc.

Post Office Box 608 Highland Park, IL 60035

Phone: (847) 831-1045 Fax: (847) 631-0768

Email: Info@HillcoRealty.Com

(LANDLORD)

In consideration of the mutual agreements and covenants stated herein, Landlord leases to Tenant, and Tenant leases from Landlord, solely for the hereinafter stated purposes, the parking space designated above (the "Premises") for the above designated Term:

1. **RENT:** Tenant shall pay to Landlord the Monthly Rent set forth above on or before the first day of each and every month in advance at Landlord's address stated above or such other address Landlord may designate in writing. The time of each and every payment is of the essence and Tenants obligation to pay rent is an independent covenant and cannot be deducted or set off.

2. **LATE CHARGES:** Rent not fully received by Landlord by the 3rd day of the month shall be increased \$25 plus a further \$5 per day thereafter until fully received. Rent shall be considered received, if mailed, on the date of receipt.

3. **POSSESSION:** If Landlord cannot give Tenant possession on the Term Begins date indicated above, this Lease shall remain in full force and effect, and Landlord shall not be liable except that the rent shall be abated until such time as the premises are available for Tenant's occupancy.

4. **CONDITION OF THE PREMISES:** Tenant has examined the Premises prior to the execution of this Lease and Tenant is satisfied with the physical condition thereof. No representation as to the condition or repair thereof has been made by Landlord or his agent prior to the execution of this lease.

5. **ACCESS:** Tenant will allow Landlord free access to the Premises at all reasonable hours for the purpose of examining or exhibiting the same, or to make any repairs or alterations on the Premises which Landlord may deem fit to make. Also, Tenant will allow Landlord to have placed upon the Premises, at all times, notice of "For Sale" and "To Rent" and will not interfere with the same.

6. **RIGHT TO RELET:** If Tenant shall abandon or vacate the Premises, Landlord may immediately relet the Premises upon terms as Landlord deems practicable; or if the Premises become vacant by reason of Tenant's breach, or if this Lease has been terminated by reason of Tenant's breach, or if Tenant has been evicted, Landlord may relet the Premises, and Tenant shall be liable and pay for any and all expenses of reletting and losses to the end of the Lease term. Tenant's obligation to pay rent during the Lease term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the institution of any action of forcible detainer or ejectment or any judgment for possession, or any other act resulting in the termination of Tenant's right of possession.

7. **MAINTENANCE:** Tenant shall keep the Premises in a clean, sightly and healthy condition. Upon the termination of this lease, for any reason, Tenant shall return the same back to Landlord in as good condition of cleanliness and repair as at the date Tenant took possession of the Premises, reasonable wear and tear excepted. Tenant shall not cause or permit any waste, misuse or neglect to occur to the water, gas, electricity, utilities, or any other portion of the Premises.

8. **USE OF PREMISES:** The Premises shall be occupied solely for vehicle parking and may not be used for the storage of combustible materials, personal items, trailers, campers, boats, recreational vehicles, materials or anything whatsoever other than a standard size automobile, small truck or motorcycle. The Premises may not be used to repair, painting or service vehicles.

Vehicles occupying the Premises must at all times be properly licensed and parked within the lines demarking the Premises. Vehicles leaking fluid, having flat or missing tires, missing or expired license plates, appear disabled or are otherwise not authorized to occupy the Premises may be towed or otherwise removed from the Premises by Landlord or Landlords agent at Tenants expense.

9. **REGISTRATION:** Tenant shall provide Landlord with the license plate number of vehicles authorized to occupy the Premises and shall display decals on said vehicles as issued and instructed by Landlord. Tenant is responsible for the cost of towing any vehicle parked in the Premises that is not registered and properly displaying Landlord issued decals.

10. **SUBLET OR ASSIGNMENT:** Tenant may not assign this Lease or sublet the premises or any part thereof without the prior written consent of Landlord. Sublets or early lease termination are subject to a \$200 sublet fee. Payment of said fee does not change Tenant's lease obligations.

11. **ASSIGNED SPACES:** Tenant shall not park in, obstruct or otherwise interfere with any parking space other than the Premises designated above as the "Space #." If Tenants space is occupied by another vehicle Tenant should contact Landlord with the license plate number of the offending vehicle and Landlord shall thereafter apply reasonable efforts to cause said vehicle to be removed from the Premises.

12. **LIMITATION OF LIABILITY:** Neither Landlord nor its agents shall be liable to Tenant or Tenant's invitee's for damages or injury incurred by virtue of failures to keep the Premises, building and common areas in good repair, or caused by other vehicles, water, ice, gas or equipment located in, above, upon, or about said Premises nor for acts or neglect of other occupants of the Premises or neighboring property. Landlord shall have no duty to protect Tenant from acts of other persons and Tenant agrees to indemnify and hold Landlord and its agents harmless from actions for damages or injuries incurred by Tenants guests and invitees.

13. **INSURANCE:** Tenant represents and covenants it has and will maintain comprehensive automobile insurance on any vehicle parked in the Premises. Landlord is not the insurer of any vehicle or item stored in the Premises.

14. **FORCIBLE DETAINER AND WAIVER OF NOTICE:** If Tenant defaults in the payment of rent or any part thereof, Landlord may distraint for rent and shall have a lien on Tenant's property for all moneys due Landlord. If Tenant defaults in the performance of any of the covenants or agreements herein contained, Landlord or its agents, at its option, may terminate this Lease, and, if abandoned or vacated, may re-enter and clear the Premises. Tenant hereby waives all notice of any election by Landlord hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant. Nonperformance of any of Tenant's obligations shall, without notice constitute a default and forfeiture of this Lease, and Landlord's failure to take action on account of Tenant's default shall not constitute a waiver of said default.

15. NOTICES: Landlord or its agent may serve a demand or notice by delivering a copy to the Tenant, or by leaving the same with a person above the age of twelve years, residing on or in possession of the premises; or by sending a copy of said notice to the Tenant by certified mail or by posting the same on the Premises. Tenant may serve a demand or notice to Landlord by hand delivery to a Corporate Officer of Landlord or by certified mail, return receipt requested.

16. FIRE AND CASUALTY: If the Premises shall be rendered untenable by fire or by other casualty, Landlord may, at its option, terminate this Lease or repair said premises within sixty days. In the event the building has been completely destroyed or Landlord does not within said sixty days repair the premises, then this Lease shall be terminated.

17. DISHONOR: In the event that Tenant's rental payment is dishonored when negotiated by Landlord or its agents, Landlord shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Tenant shall pay Landlord the sum of \$25 as additional rent for each time any payment by Tenant to Landlord is dishonored.

18. SURRENDER OF PREMISES AND RETURN OF POSSESSION: Upon termination of this Lease, by lapse of time or otherwise, Tenant shall yield up and surrender the Premise, all keys, decals and garage door openers and immediate possession of Premises to Landlord. Tenant shall compensate Landlord for any damages incurred by Landlord by virtue of Tenant's failure to vacate the Premises in accordance with the terms of this lease. The payment or acceptance of rent after expiration of the lease shall not extend the Lease.

19. EMINENT DOMAIN: If the whole or a substantial portion of the Premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated and no compensation shall be payable to Tenant by Landlord and Tenant shall not be entitled to share in the award or compensation received by Landlord.

20. ADDITIONAL RENT: Tenant shall pay as additional rent all "Other Charges" and all costs, expenses and attorneys fees incurred or expended by Landlord due to Tenant's breach of the covenants and agreements of this Lease.

21. REMEDIES CUMULATIVE: Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Landlord from exercising any other right or remedy.

22. SEVERABILITY CLAUSE: If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

23. CROSS DEFAULT: Any default by Tenant, either individually, as a co-tenant or a guarantor, on an Apartment Lease with Landlord is a default under this Parking Lease and upon such default Landlord may unilaterally terminate this Parking Lease
