



Prepared by Adam Leitman Bailey and Dov Treiman. © 2008 Adam Leitman Bailey, P.C.

### LAUNDRY SERVICE AGREEMENT (LEASE)

This is a Lease Agreement for laundry room equipment and services dated \_\_\_\_\_ by and between

**Lessor** (building owner): \_\_\_\_\_ and applies to the laundry room of the apartment building at:

Address: \_\_\_\_\_ (the Premises).  
with a laundry room located and described as follows:

**Lessee** (laundry service company): \_\_\_\_\_ and  
for \_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ days, starting  
Address: \_\_\_\_\_ ending \_\_\_\_\_ (the Term).

In consideration of the payment of the sum of ten (\$10.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. This Agreement runs for the Term.
2. Lessor hereby grants exclusive use to Lessee of space in the basement at the Premises contiguous to plumbing and electrical fixtures sufficient for the operation of laundry equipment and services. Lessee shall have exclusive care and control of all activities taking place in such space.
3. Lessee shall install at its own cost and expense in said basement space the following:
 

Quantity	Washer/Dryer Brand & Model No.	Metered Price
1	Value transfer machine	
1	Smart card machine	
4. The prices set forth herein above shall not be changed without the prior written approval of the Lessor.
5. Lessor shall provide and pay for such hot and cold water, and sewage disposal as is required to operate the above-described laundry equipment.
6. Lessee warrants and represents that all equipment shall be the most energy efficient available and that all equipment shall be maintained in top working condition in order to prevent waste of energy and resources.
7. So long as Lessee is current in all payments of rent and additional rent, Lessee shall have the right to remove the equipment at the expiration of this agreement or the prior termination thereof.
8. Lessee shall provide and make available to Lessor at all times qualified mechanics and other service people to maintain the performance of the equipment and to monitor the use of the equipment. Lessee will at least once a month during the term of this Agreement inspect the equipment installed to assure its continued high performance and general maintenance.
9. Lessee shall pay Lessor rent of \$ \_\_\_\_\_ each month. Additionally, Lessee shall collect all monies from the laundry equipment and will remunerate a commission of \_\_\_\_\_ percent of all revenue collected each month as and for additional rent. The Lessee may establish direct payment (ACH Debit) where the amounts due under this Agreement are automatically debited to the Lessor's bank account if the Lessor offers such a service. Lessee agrees to provide Lessor, within five (5) days after the end of each and every month during the Term, a written certification confirming the amount of Lessee's gross receipts collected during such previous month by Lessee in

connection with the operation of the Laundry Room (together with copies of records in support thereof). Lessor may from time to time appoint an independent auditor to validate Lessee's records to confirm the amount of Lessee's gross receipts.

10. Lessee guarantees that it shall respond to all service requests made by the Lessor, by email or telephone, within twenty-four (24) hours on a seven (7) days per week basis. Lessee shall provide to Lessor an updated cellular telephone number and a landline telephone number where complaints can be made. Lessee agrees to fix or to send an employee to analyze potential problems within four (4) hours of receipt of such calls except on weekends and holidays. Any inoperative machines which cannot be repaired within two (2) consecutive business days shall be replaced with a similar loaner machine before the end of four (4) calendar days from the expiration of the service request has elapsed. Two (2) failures by Lessee to respond to problem within a timely fashion as indicated above or failure to replace defective or nonworking machine within two (2) consecutive days shall be deemed a substantial default hereunder.

11. In addition to, or in the alternative to the above, if Lessee defaults under its guarantee, without waiving any rights to terminate this Agreement as set forth above, Lessor may obtain independent service of Lessee's equipment, and Lessee agrees to reimburse Lessor in full for the cost thereof upon demand.

12. If the Smart Card machine is inoperative for more than twenty-four (24) hours or for two (2) or more days during a thirty (30) day period, Lessee agrees to replace the machine with a different Smart Card machine to be installed in the laundry room facility.

13. Lessee shall provide at least two instructional seminars annually for the residents of the building to instruct them in the proper usage of the laundry equipment, the Smart Card/laundry equipment and technology, and the laundry room security systems. Lessee shall provide at the time of installation a "Welcome Package" for each apartment unit that will contain a complimentary Smart Card, literature on laundry machines, and instructions on how to operate the laundry equipment and Smart Card machine.

14. Lessee, at its own sole cost and expense, shall clean all exhaust systems for all components of the equipment not less frequently than once each year.

15. Lessee, at its sole cost and expense, shall scrape and paint the laundry room no fewer than two (2) times during the agreement and no less frequently than once every three years. Upon execution of this agreement, Lessee shall commence its first paint job provided in this Agreement. Lessee shall install the following description of laundry room renovations and additions:

16. Lessee, at its sole cost and expense, will inspect, clean and repair existing vents, including replacing work fittings, and add venting wherever necessary to assume peak performance of laundry equipment, proper and safe disposal of lint, and comfort for the residents.

17. The Lessee shall at its sole cost and expense install and maintain the following security devices:

- a. Sufficient prominently visible armored security cameras, no fewer than two in number, capable of recording activities in all parts of the laundry room together with motion activated recording equipment recording the inputs from those cameras and sufficient recording media to keep recordings covering one year of operation. Upon request, Lessee shall furnish to Lessor copies of any and all recordings of laundry room activity for the most recent 365 days.
- b. Signs prominently posted on at least four walls stating, **"All activities in this room are recorded. Todas las actividades en este cuarto estan registradas."**
- c. Unbreakable transparent entrance door to the laundry room with alarmed panic bars on any secondary doors to the laundry room.
- d. Prominently posted operating hours for the laundry room.
- e. Card key entrance system to the laundry room limited to the residents of the building where the laundry room is located.
- f. Bright energy efficient room lighting, providing room illumination approximately comparable to that in any first class supermarket.
- g. A panic button which sets off an alarm in the building superintendant's office and is clearly audible in the laundry room.
- h. A telephone providing access to 9-1-1.

18. The paint and tile colors shall be subject to approval by the Lessor's agent,

All work described above shall be done in accordance with all relevant building codes and laws by properly licensed technicians. The Lessee shall copy and submit the Leases of these technicians to the Lessor before all work commences. Lessee shall promptly cure any violations of the relevant building codes at its own expense. Lessor shall be informed one (1) week prior to the commencement of this work in order to notify its residents that the laundry room will be temporarily shut down. All work shall be completed to the satisfaction and approval of Lessor.

19. Lessee shall complete all renovations and installations by \_\_\_\_\_ (date).

20. In the event that the Lease is terminated prior to the end of the term, Lessee shall remove all of its equipment without damage to any improvements in the Premises and without any liability except for matters or defaults which have accrued prior to the termination of this Agreement.

21. This Agreement does not contain any automatic renewal, right of first refusal, or any other provision which would extend the stated term. Any extensions of this Agreement shall only be the result of independent arm's length negotiating between the parties and must be in a written signed agreement by all parties.

22. No assignment of this agreement shall be permitted without express written permission from the Lessor.

23. Notwithstanding anything to the contrary contained herein, if Lessee fails to perform its obligations under this Agreement including but not limited to failing to maintain equipment herein specified in proper operating condition or pay to Lessor the monthly licensing fee specified herein, Lessor shall give written notice to Lessee stating that Lessee is in default under the terms of this Agreement and that unless said default is cured or substantial steps are taken to cure said default, within fourteen (14) calendar days of the notice Lessor shall give additional written notice of termination to Lessee stating that the Agreement shall expire on a date at least seven (7) calendar days thereafter and the term of this Agreement shall expire on the date so fixed as fully and completely as if it were the date herein definitely fixed for the expiration of the term and Lessee shall quit and surrender premises to Lessor.

24. The Lessor's employees and tenants are not liable to the Lessee and no matter shall cause suspension or reduction of the Lease fees or allow the Lessee to cancel the Lease.

25. Property Insurance – All equipment owned or Leased by Lessee will be covered for 100% of the full replacement value thereof. The insurance policy will be written under standard "All Risk" perils insurance policy and will include a standard business interruption clause. Lessee, on behalf of its insurer, hereby agrees to waive any and all rights of subrogation against the Lessor for loss or damage to any property required to be covered under this provision.

26. Commercial General Liability – The policy shall provide a \$ \_\_\_\_\_ combined single limit for Bodily Injury and Property Damage, including Products Liability, Contractual Liability, Water Damage, Legal Liability, and all standard policy form extensions. The policy must provide \$ \_\_\_\_\_ general aggregate (per location) and be written on a Blanket basis, must be endorsed to cover the indemnification specified under this paragraph. Lessee shall endorse policy to include the Lessor as additional insured. Definition of additional insured shall include all members, officers, directors, employees and agents representing the Lessor. Coverage for an additional insured shall apply and cover all agents representing the Lessor. Coverage for an additional insured shall apply on a primary basis irrespective of any other insurance, whether collectable or not. Lessee shall deliver to Lessor a certificate of insurance evidencing such insurance and naming Lessor as additional insured within five (5) days of the date of this Agreement. Lessor shall not under any circumstances be responsible for fire, theft, mischief, pilferage or damage to the coin and/or card metered laundry equipment or any other equipment or materials installed or left be Lessee at the Premises or caused to the premises by Lessee equipment or employees; such damage and injury shall be the responsibility of Lessee and Lessee shall indemnify Lessor against any other claims.

27. If a change in ownership occurs with Lessee, this agreement is non-transferable and Lessee will give sixty (60) days notice to Lessor and remove all of its equipment from the premises unless otherwise directed by Lessor.

28. If a change in ownership occurs with the Lessor, this agreement will be null and void. In the event that the building is demolished, torn down, destroyed in a fire or other accident, and the Premises is made completely unusable because of the event, or in the event Lessor chooses to demolish the building or any part of it, then the Lessor may give the Lessee notice that the Lessor is terminating the Lease. If such termination is as a result of fire or other accident, such termination shall be effective the date of the event and the Lessor shall refund the Lease fees paid attributable to the days after the event, but shall be offset by any monetary claims of the Lessor from prior to the event. If such termination is a result of Lessor's decision to demolish the building

or any part of it, the Lessee shall be liable for Lease fees through the last day of the Lease as so terminated.

29. If the building in which the laundry room is located, any part of it, or the land on which it is located is condemned by any government agency for public use or purpose, then this Agreement shall automatically terminate on the day the government takes title, and the Lessee shall have no claim against the Lessor for any resulting damage or loss.

30. This Agreement shall be binding upon all parties hereto, the premises, executors and administrators.

31. This Agreement contains all the agreements between the Lessor and Lessee. There are no oral

agreements between the Lessor and Lessee that are not set forth in this Agreement. Any claimed agreements between the Lessor and Lessee that are not set forth in this Agreement are void. No change to this Agreement is enforceable unless it is in writing signed by both the Lessor and Lessee.

32. This Agreement is entered into pursuant to and shall be governed by the laws of the state of \_\_\_\_\_ and the parties specifically submit themselves to the jurisdiction of that state's courts.

33. By his or her signature hereto, the officer or agent signing on behalf of a party represents that he or she is authorized by such party to enter into this Agreement.

PREVIEW

**IN WITNESS WHEREOF**, the undersigned have entered into this lease Agreement on this date.

Date:

**Lessor**

By \_\_\_\_\_  
Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Date:

**Lessee**

By \_\_\_\_\_  
Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**GUARANTEE**

1. The undersigned Guarantor guarantees to the Landlord the performance of and observance by the Tenant of all obligations, agreements, provisions and Rules in the attached Lease and the rules and regulations of the Landlord.
2. Guarantor agrees to waive all notices when the Tenant is not paying rent or not observing any and all of the provisions of the attached Lease.
3. Guarantor agrees to be equally liable with the Tenant, so that the Landlord may sue Guarantor directly without first suing the Tenant.
4. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way, and even in the event that the Landlord has to make a claim against Guarantor.
5. The Landlord and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim.
6. Guarantor agrees to pay the Landlord's attorneys' fees in any action or proceeding by the Landlord against the Guarantor.

Guarantor's Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Guarantor's  
Address: \_\_\_\_\_