

# September 8, 2022 Planning Commission Meeting

918 Fayette Street Conditional Use Application

Page 2



**BOROUGH OF CONSHOHOCKEN**  
400 Fayette Street, Suite 200, Conshohocken, PA 19428  
Phone (610) 828-1092 Fax (610) 828-0920

## Conditional Use Zoning Application

Application: Z-2022-17  
Date Submitted: 7-29-22  
Date Received: 8-12-22

1. Application is hereby made for:

Special Exception       Variance

Appeal of the decision of the zoning officer

Conditional Use approval       Interpretation of the Zoning Ordinance

Other \_\_\_\_\_

2. Section of the Zoning Ordinance from which relief is requested:  
RO - Residential Office District

3. Address of the property, which is the subject of the application:  
918 Fayette Street, First Floor, Conshohocken PA 19428

4. Applicant's Name: Pop of Posh LLC & Vintage Affair Rentals LLC  
Address: 1300 Fayette Street Morris 62, Conshohocken PA 19428 & 1700 Butler Pike, Apt 13B, Conshohocken PA 19428  
Phone Number (daytime): 267-879-7007 & 484-614-7143  
E-mail Address: popofposh.conshy@gmail.com & vintageaffairrentalsllc@gmail.com

5. Applicant is (check one): Legal Owner ; Equitable Owner ; Tenant

6. Property Owner: Nick and Regina DiRenzo  
Address: 122 Kirk St. Conshohocken, PA 19428  
Phone Number: \_\_\_\_\_  
E-mail Address: njdirenzo@gmail.com

7. Lot Dimensions: 3,485 sq. ft., 0.08 acres Zoning District: RO - Residential Office District

8. Has there been previous zoning relief requested in connection with this Property?

Yes  No  If yes, please describe.

Current tenant was granted relief: Core + Pilates

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

N/A

10. Please describe the proposed use of the property.

Mixed use studio space for creatives and photographers; day to day use as office space; scheduled bookings for styled shoots and small classes; small organic balloon decor designed on-site with option to pickup; display local artists work; community gathering point for creatives through small group bookings; option to have seasonal floral arrangements displayed on the front porch.

11. Please describe proposal and improvements to the property in detail.

Seasonal landscape in front yard area; clean and personalize existing sign; solar powered light on sign.

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

We feel as though this requested relief should be granted because our mixed used studio space will be cohesive with the Victorian District on the upper avenues in our hometown. We want our space to encourage creatives and photographers to show and share their talent within our community. Having the space double as both of our workspaces will allow for our already established women-owned businesses to grow within our community. We are committed to preserving the "old-school" community feeling in our studio. We are excited that the potential earnings that come from this space will not only support us but also our community.

13. If a Variance is being requested, please describe the following:

- a. The unique characteristics of the property: \_\_\_\_\_

Previous tenant received zoning relief and property has operated as a first floor Pilates studio space, the second floor remains as a residential space. The property also has private parking in the rear.

- b. How the Zoning Ordinance unreasonably restricts development of the property:

The permitted use by right is single-family residential. Our proposed use is commercial but is of similar intensity and scale as the previous business and the relief that they were granted from the borough.

- c. How the proposal is consistent with the character of the surrounding neighborhood. \_\_\_\_\_

There are no structural changes being proposed or made to the character of the building. This particular zone of the upper avenues is surrounded with first floor commercial/office and studio space.

- d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

We are not looking to use the first floor of this property as residential space.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

- a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

N/A

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

N/A

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

N/A

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

N/A

c. Please describe in detail the reasons why the requested relief should be granted.

N/A

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Phone Number: \_\_\_\_\_

d. E-mail Address: \_\_\_\_\_

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

April M Smith  
Applicant

N/A

Legal Owner

July 29, 2022  
Date

COMMONWEALTH OF PENNSYLVANIA

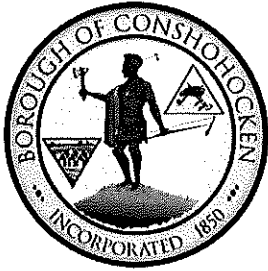
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 29 day of July, 2022. By April M Smith & Stevie Rae Smith

Kimberly Zera  
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal  
Kimberly Zera, Notary Public  
Montgomery County  
My commission expires May 5, 2026  
Commission number 1185103  
Member, Pennsylvania Association of Notaries



**BOROUGH OF CONSHOHOCKEN**  
400 Fayette Street, Suite 200, Conshohocken, PA 19428  
Phone (610) 828-1092 Fax (610) 828-0920

## Decision

---

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: \_\_\_\_\_

# Applicant Request for County Review

This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.



Date:

Municipality:

Proposal Name:

Applicant Name:

Address:

City/State/Zip:

Phone:

Email:

Applicant's Representative:

Address:

City/State/Zip:

Business Phone (required):

Business Email (required):

## Type of Review Requested:

(Check All Appropriate Boxes)

- Land Development Plan
- Subdivision Plan
- Residential Lot Line Change
- Nonresidential Lot Line Change
- Zoning Ordinance Amendment
- Zoning Map Amendment
- Subdivision Ordinance Amendment
- Curative Amendment
- Comprehensive / Other Plan
- Conditional Use
- Special Review\*

\*(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)

## Type of Plan:                      Type of Submission:

- Tentative (Sketch)                       New Proposal
- Preliminary / Final                       Resubmission\*

\* A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 40%, or C) The previous submission was over 5 years ago.

Zoning:

Existing District:

- Special Exception Granted  Yes  No
- Variance Granted  Yes  No For

## Plan Information:

Tax Parcel Number(s)

Location

Nearest Cross Street

Total Tract Area

Total Tract Area Impacted By Development

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

Land Use(s)	Number of New		Senior Housing		Open Space Acres*	Nonresidential New Square Feet
	Lots	Units	Yes	No		
Single-Family			<input type="radio"/>	<input type="radio"/>		
Townhouses/Twins			<input type="radio"/>	<input type="radio"/>		
Apartments			<input type="radio"/>	<input type="radio"/>		
Commercial						
Industrial						
Office						
Institutional						
Other						

\*Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.

## Additional Information:

**RESET**





BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

DATE: 8-5-22

Via email

Borough of Conshohocken
Attn: Zoning Administration
400 Fayette Street - Suite 200
Conshohocken, PA 19428

Re: Pop of Posh & Vintage Affair Rentals
(Petitioner)
918 Fayette St.
(Premises Involved)

I represent the above applicant. Pursuant to the Borough of Conshohocken Zoning Ordinance, I/We hereby waive the applicable time requirements under the MPC and the Borough Code for the conditional use hearing in the above matter.

This extension is effective through Oct 31st, 2022 (last date of month following Borough Council Voting Meeting)

Please advise if you require anything further in this regard.

Thank you for your consideration of this case.

Sincerely,

[Handwritten Signature]
(Applicant/Attorney Signature)

Stevie Rae Smith April Smith
(Print Name)



### COMMERCIAL LEASE

CL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

#### PARTIES

<b>TENANT(S):</b> April Smith, Vintage Affairs Rentals Stevle Rae Smith, POP of POSH	<b>LANDLORD(S):</b> Nicholas and Regina Direnzo
<b>Authorized Signer</b>	<b>Authorized Signer</b> Nicholas and Regina Direnzo
<b>TENANT'S PRINCIPAL PLACE OF BUSINESS:</b> 345 W 11TH AVE 1700 Butler Pike Apt 13B Conshohocken, PA 19428 Conshohocken, PA 19428	<b>LANDLORD'S PRINCIPAL PLACE OF BUSINESS:</b> 122 Kirk Street CONSHOHOCKEN PA 19428-1233
<b>TENANT'S EMAIL ADDRESS:</b> popofposh.conshy@gmail.com, vintageaffairrentals@gmail.com	<b>LANDLORD'S EMAIL ADDRESS:</b> njdirenzo@gmail.com

#### PREMISES

A portion of the real property known as Suite Number(s) First Floor, \_\_\_\_\_ floor(s), consisting of approximately \_\_\_\_\_ square feet and located at \_\_\_\_\_ 918 Fayette St, First Floor \_\_\_\_\_, \_\_\_\_\_ Conshohocken Unit(s) First Floor ZIP 19428-1560, in the municipality of Conshohocken, County of Montgomery, in the Commonwealth of Pennsylvania, with improvements consisting of \_\_\_\_\_

#### TENANT'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Tenant is not represented by a broker)

<b>Broker (Company)</b> Keller Williams Real Estate	<b>Licensee(s) (Name)</b> Logan Milstein
<b>Company Address</b> 910 Harvest Dr, Blue Bell, PA 19422	<b>State License #</b> RS359368
<b>Company Phone</b> (215) 646-2900	<b>Direct Phone(s)</b>
<b>Company Fax</b>	<b>Cell Phone(s)</b> 610-731-3246
<b>Broker is (check only one):</b>	<b>Email</b> loganmilstein18@gmail.com
<input checked="" type="checkbox"/> Tenant Agent (Broker represents Tenant only)	<b>Licensee(s) is (check only one):</b>
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Tenant Agent (all company licensees represent Buyer)
	<input checked="" type="checkbox"/> Tenant Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)

#### LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Tenant is not represented by a broker)

<b>Broker (Company)</b> BHHS Fox & Roach, Blue Bell	<b>Licensee(s) (Name)</b> Sue Taormina
<b>Company Address</b> 721 Skippack Pike, Ste 100, Blue Bell, PA 19422	<b>State License #</b> RS339304
<b>Company Phone</b> (215) 542-2200	<b>Direct Phone(s)</b>
<b>Company Fax</b> (215) 542-2222	<b>Cell Phone(s)</b> (267) 738-7460
<b>Broker is (check only one):</b>	<b>Email</b> sue.taormina@foxroach.com
<input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only)	<b>Licensee(s) is (check only one):</b>
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Landlord Agent (all company licensees represent Landlord)
	<input checked="" type="checkbox"/> Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)

#### DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.  
By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant Initials:

Landlord Initials:

1 **1. LEASE DATE AND RESPONSIBILITIES**

2 For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the  
3 receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and  
4 Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part  
5 of this Lease, dated 07/21/2022.

6 **2. DEFINITIONS**

7 (A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to  
8 Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity,  
9 security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred  
10 to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in the  
11 payment of Base Rent.

12 (B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.

13 (C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas  
14 and amenities of the Premises as set forth in Paragraph 7.

15 (D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to  
16 achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or  
17 agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with  
18 provisions of insurance for Landlord's Premises.

19 (E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord  
20 herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as  
21 Landlord.

22 (F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and  
23 all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and  
24 landscaping as set forth in Paragraph 7.

25 (G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments,  
26 whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon  
27 Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase or  
28 decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such  
29 real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, or  
30 any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.

31 (H) "Rent" shall mean the total sums due and payable to Landlord.

32 (I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors  
33 and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges  
34 and powers as he would have possessed had he originally signed this Lease as Tenant.

35 **3. STARTING AND ENDING DATES OF LEASE (also called "Term")**

36 (A) The Commencement Date shall be (select one):

- 37  Substantial Completion: \_\_\_\_\_
- 38  Occupancy Date: August 1, 2022
- 39  Signing Date: \_\_\_\_\_
- 40  Rent Commencement Date: \_\_\_\_\_
- 41  Other: \_\_\_\_\_

42 Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the  
43 Commencement Date.

44 (B) The Term of this Lease shall begin on the Commencement Date and expire on July 31, 2023 ("Expiration  
45 Date"). This date in subsequent years shall operate as the renewal date, if any.

46 (C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use with-  
47 out material interference with Tenant's business activities.

48 **4. RENEWAL TERM**

49 (A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for  
50 any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant"  
51 and the provisions of Paragraph 32 shall apply.

52 (B)  **Option 1 - Automatic Termination**

53 This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or  
54 renewal of the Lease prior to the last day of the Term ("Renewal Term").

55 (C)  **Option 2 - Automatic Renewal**

56 1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for  \_\_\_\_\_ additional month(s)  
57 (3 if not specified) OR  1 additional year(s) (1 if not specified) ("Renewal Term").

58 2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less  
59 than \_\_\_\_\_ days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

60 Tenant Initials: 

Landlord Initials: 

- 61 (D)  **Option 3 - Tenant's Option to Renew**
- 62 Landlord and Tenant agree that Tenant has the right to exercise \_\_\_\_\_ option(s) (1 if not specified) to extend the Lease, provided
- 63 Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term identical
- 64 to the Term identified in Paragraph 3 ("Renewal Term"). Tenant shall provide Landlord no less than \_\_\_\_\_ days (60 if not specified)
- 65 written notice of Tenant's intention to exercise its option to renew the Lease.
- 66 (E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.
- 67 (F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant.
- 68 (G) At the Expiration Date or sooner termination of this Lease, Tenant shall peaceably surrender to Landlord possession of the
- 69 Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes in
- 70 condition due to fire or other casualty.
- 71 1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenant
- 72 may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improve-
- 73 ments shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures,
- 74 heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deemed
- 75 to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on behalf
- 76 of Tenant at any time.
- 77 2. Landlord may, in Landlord's sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to
- 78 Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspec-
- 79 tion, Landlord shall provide Tenant with written notice within \_\_\_\_\_ days (10 if not specified) of such inspection setting forth
- 80 those conditions for which Tenant is responsible to repair or restore under the Lease.
- 81 3. Tenant may, at Tenant's election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desires
- 82 Landlord to perform such repairs and restorations at Landlord's actual, reasonable costs. If Tenant elects not to perform the
- 83 repairs and restorations, Tenant shall pay Landlord's actual, reasonable costs promptly after receiving notice that Landlord has
- 84 completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord's actual
- 85 costs of repairs and restorations.

86 **5. BASE RENT**

- 87 (A) Rent is due without demand, abatement, deduction or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated.
- 88 (B) Base Rent shall be paid in  monthly  quarterly  annual  other: \_\_\_\_\_ installments of
- 89 \$ 1,300.00 on or before the 1st day of each  month  quarter  other: \_\_\_\_\_ ("Due Date").
- 90 (C) Base Rent shall be calculated as \$ \_\_\_\_\_ /sq. ft. OR \$ 1,300.00 per month
- 91 amounting to Base Rent of \$ 15,600.00 (U.S. Dollars) per year.
- 92  If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base
- 93 Rent owed to Landlord will be no more than \_\_\_\_\_ % or \$ \_\_\_\_\_ in each instance and,
- 94 following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless
- 95 otherwise stated here: \_\_\_\_\_.
- 96 (D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within 1 days (5 if not speci-
- 97 fied) of the Due Date shall be subject to a late charge of \_\_\_\_\_ % of the installment due or \$ 25.00/day ("Late Charge").
- 98 (E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against
- 99 the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month's Base Rent that
- 100 is currently due.
- 101 (F) Landlord will accept the following methods of payment:  Cash  Money Order  Personal Check  Credit Cards (additional
- 102 fees may apply)  Cashier's Check  Other: Venmo. Landlord, at Landlord's sole discretion, reserves
- 103 the right to change or modify the acceptable methods of payment if any method fails (a check is returned or not honored, credit
- 104 card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.
- 105 (G) Tenant will pay a fee of \$ 150.00 for any payment that is returned or declined by any
- 106 financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late
- 107 Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.

108 **6. SECURITY DEPOSIT**

- 109 (A) A security deposit of \$ 1,300.00 will be paid in U.S. Dollars to Landlord or Landlord's representative, and held
- 110 in escrow by Landlord or Landlord's representative as named here: Nicholas and Regina Drenzo.
- 111 (B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth in
- 112 this Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damages
- 113 for Tenant's default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord's right to possess the
- 114 Premises for Tenant's default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.
- 115 (C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within \_\_\_\_\_ (60 if not specified) days after this
- 116 Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.
- 117 (D) In the event of any transfer of Landlord's interests in the Premises, Landlord shall have the right to transfer its interest in the Security
- 118 Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a Security
- 119 Deposit, and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the Lease.

120 Tenant Initials:  

Landlord Initials:  

121 7. ADDITIONAL RENT

122 (A) As Additional Rent and/or costs, Tenant agrees to timely pay all or Tenant's proportionate share of the following:

- 123  Common Area Maintenance (CAM)
- 124  Improvements
- 125  Real Property Taxes
- 126  Operating Expenses

127 (B) Tenant's prorata share of CAM expenses are \_\_\_\_\_ % (100 if not specified) of the total cost. Upon demand for payment,  
128 Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant  
129 is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.

130 (C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, utili-  
131 ties, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses  
132 included in CAM will be paid by Tenant according to Paragraph 7 (B), above.

133  Operating Expense Addendum to Commercial Lease (PAR Form OXA) is attached and made part of this Lease.

134 8. PAYMENT SCHEDULE

	Total Due	Due Date	Paid	Balance Due
136 (A) First month's Base Rent:	\$ <u>1,300.00</u>	<u>Upon Lease Signing</u>	\$ _____	\$ _____
137 (B) Security Deposit:	\$ <u>1,300.00</u>	<u>Upon Lease Signing</u>	\$ _____	\$ _____
138 (C) Additional Rent:	\$ <u>1300/per month</u>	<u>1st of Each Month</u>	\$ _____	\$ _____
139 (D) Other:	\$ <u>Utilities</u>	_____	\$ _____	\$ _____
140 <b>TOTALS:</b>	<b>\$ <u>2,600.00</u></b>		<b>\$ _____</b>	<b>\$ _____</b>

141 9. SIGNS

142 (A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with,  
143 and if needed, be approved by, Conshohocken (municipality) and any other necessary governmental  
144 authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign, includ-  
145 ing colors, for Landlord's approval.

146 (B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant's sole  
147 cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease,  
148 and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs  
149 and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

150 10. LANDLORD'S REPRESENTATIONS

151 Landlord warrants and represents that:

152 (A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power  
153 and authority to execute and deliver this Lease, and to perform its obligations under this Lease.

154 (B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions  
155 or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument  
156 or document to which Landlord is a party.

157 (C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peaceably and quietly  
158 have, hold and enjoy the Premises.

159 (D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and  
160 sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

161 11. ACCEPTANCE; POSSESSION

162 (A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meets  
163 Tenant's needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms  
164 of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in "as is" condition.

165 (B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a pre-  
166 vious occupant or due to any cause beyond Landlord's control, Landlord shall not be liable in damages to Tenant. During the  
167 period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant's obligation to pay  
168 Rent, shall be suspended.

169 (C) If Tenant cannot take possession within \_\_\_\_\_ days (60 if not specified) of the Occupancy Date, Tenant's exclusive rights are to:  
170 1. Change the Occupancy Date of the Lease to the day when Premises is available. Tenant will not owe or be charged Base Rent  
171 until Property is available; OR  
172 2. Terminate the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further  
173 liability on the part of Landlord or Tenant.

174 12. GOVERNMENTAL REGULATIONS

175 Tenant shall, in the use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of  
176 all governmental and municipal authorities, and with the regulations of the insurers of the property. Tenant shall keep in force at  
177 all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business at the Premises. Nothing in the  
178 foregoing shall require Tenant to perform any work or make any improvements or repairs that Landlord is required to make pur-  
179 suant to other provisions of this Lease.

180 Tenant Initials: 

Landlord Initials: 

181 13. TENANT'S USE AND COVENANTS

182 (A) Tenant shall use the Premises only for POP OF POSH and Vintage Affairs Rentals

183  
184 and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In  
185 the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so,  
186 subject to Landlord's prior written consent.

187 (B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxic, hazardous or obnoxious sub-  
188 stance. Tenant will not maintain any hazardous substance or pollutant or contaminate as defined in 42 U.S.C. § 9601, et seq., or  
189 any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous  
190 under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and  
191 hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This  
192 indemnification is intended to survive the expiration or other termination of this Lease.

193 (C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any govern-  
194 mental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting  
195 Tenant's use and occupancy of the Premises or the business conducted therein.

196 (D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this Lease,  
197 shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may,  
198 after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.

199  Rules and Regulations for use of the property and common areas are attached and made part of this Lease.

200 (E) Tenant may not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights  
201 of other tenants on the property, or injure or annoy them; use or allow the Premises to be used for any improper, illegal or objec-  
202 tionable purpose; cause, maintain, or permit any nuisances in, on or about the Premises; or commit or allow to be committed any  
203 waste in, on or about the Premises.

204 14. ASSIGNMENT AND SUBLETTING

205 (A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any  
206 part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents  
207 and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.

208 (B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest  
209 shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all  
210 payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.

211 (C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instru-  
212 ment in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee  
213 or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

214 15. TENANT'S ALTERATIONS AND REPAIRS

215 (A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, con-  
216 ditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent of  
217 Landlord, make minor improvements or repairs to the interior of the Premises provided that:

- 218 1. Each repair costs no more than \$ 500.00 (\$1,000.00 if not specified),
- 219 2. They do not impact the structural strength, integrity, operation or value of the building, AND
- 220 3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property,  
221 improvements, or land.

222 (B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in con-  
223 nection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termi-  
224 nation of the Lease.

225 (C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises  
226 and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the  
227 Term or any Renewal Term.

228 (D) If, prior to the end of the Term or Renewal Term, Tenant provides written notice to Landlord that Tenant intends to remove all or  
229 any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from  
230 the Premises, Tenant shall repair all damage caused by installation and removal.

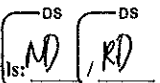
231 (E) All work shall be performed in a workmanlike manner.

232 16. MECHANICS' LIENS

233 (A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addi-  
234 tion, improvement or installation performed by or on behalf of Tenant, or is a result of Tenant's acts or omissions, Tenant shall,  
235 within \_\_\_\_\_ days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled  
236 and discharged of record.

237 (B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and  
238 defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs)  
239 arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

240 Tenant Initials: 

Landlord Initials: 

241 necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord's title insurance  
242 policy at the time of the contest.  
243 (C) If final judgment establishing the validity or existence of any contested lien is entered, Tenant shall pay and satisfy the same at  
244 once.

245 **17. LANDLORD'S RIGHT TO ACCESS**

246 In addition to any other rights reserved to Landlord under this Lease, Landlord shall have the following rights to access the Premises.

- 247 (A) With Landlord's prior consent, Tenant shall have the right to install various locks on and within the Premises. Tenant shall furnish  
248 Landlord with copies of any such keys or combinations to provide access only in the event of an emergency or as otherwise set  
249 forth in this Lease. Tenant shall have a continuing obligation for the duration of the Lease, and any extensions thereto, to provide  
250 Landlord with any keys and/or passcodes necessary to enter the Premises.
- 251 (B) Landlord and its agents, contractors and invitees shall have the right to enter the Premises any reasonable time and after reasonable  
252 notice (i) for inspection; (ii) to supply any service that Landlord is obligated to provide under the terms and conditions of this  
253 Lease; (iii) to show the Premises to prospective buyers, lenders or tenants; (iv) to affix and display "For Sale" or "For Rent" signs;  
254 and (v) to make repairs, alterations, additions or improvements to the Premises or other portion of Landlord's Property, which the  
255 examination or exhibition in making of any repairs to the Premises shall not unreasonably interfere with Tenant's use.
- 256 (C) When possible, Landlord will give Tenant \_\_\_\_\_ hours (24 if not specified) notice of the date, time and reason for the visit. In  
257 emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there  
258 and for what purpose within \_\_\_\_\_ hours (24 if not specified) of the visit.
- 259 (D) Landlord shall not be liable in any manner to Tenant by reason of such entry or performance of repairs, alterations and/or additions  
260 to the Premises, and the obligations of Tenant hereunder shall not be affected, absent grossly negligent or intentional actions or  
261 failures to act attributable to Landlord, or any person or entity engaged by or on behalf of Landlord to perform such work. Landlord  
262 agrees (except in the case of Tenant's default hereunder) that all repairs, alterations and additions (excepting only emergency work  
263 or work that must, in Landlord's judgment, be performed on an urgent basis) by Landlord shall be performed in a reasonable man-  
264 ner at reasonable times, subject to the limitations contained herein.
- 265 (E) Following notice from either Party of intention to terminate or not renew this Lease, or failure of Tenant to exercise its option to  
266 renew this Lease, Landlord may commence efforts to market the Premises which may include placing a "For Rent" sign on or near  
267 the Premises. All of said signs shall be placed upon such part of the Premises as Landlord may elect, and may contain such infor-  
268 mation as Landlord shall require. Landlord or Landlord's representative may use lock boxes, and take pictures and video of the  
269 Premises. Prospective purchasers or tenants may inspect the Premises at such times as the parties may agree, so long as they are  
270 accompanied by Landlord or Landlord's representative.

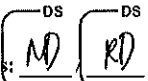
271 **18. INDEMNIFICATION**

- 272 (A) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Tenant shall indemnify  
273 Landlord, its partners, directors, officers, agents and employees from and against any and all losses, whether or not based on neg-  
274 ligence, costs (including reasonable attorneys' fees), claims, damages, liabilities, suits, actions and causes of action, whether legal  
275 or equitable, sustained or arising by reason of Tenant's default in any of its obligations under this Lease, or of the fault or neglect  
276 of Tenant or of the failure of Tenant or any of its officers, agents, employees or invitees, to fulfill any duty toward the public or to  
277 Landlord under this Lease, or to any person or persons whomever, that Tenant, by reason of its occupancy or use of the Premises  
278 may owe.
- 279 (B) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Landlord shall indemnify,  
280 defend and hold Tenant harmless from and against any and all third-party claims, suits and causes of action, whether legal or equi-  
281 table, and costs (including reasonable attorneys' fees) sustained or arising by reason of the intentional or grossly negligent acts or  
282 omissions of Landlord, its employees, agents, licensees or contractors.
- 283 (C) This Paragraph shall survive the expiration or earlier termination of this Lease with respect to any occurrence that occurs prior to  
284 the expiration or such earlier termination of the Term or exercised Renewal Term.

285 **19. INSURANCE**

- 286 (A) Tenant, at Tenant's expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries  
287 to persons or property occurring on the Premises by reason of Tenant's use, occupancy or operation in and on the Premises. No  
288 later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that the  
289 Premises will be insured as of the Commencement Date set forth in Paragraph 3(A). Tenant shall maintain insurance coverage  
290 throughout the Term of this Lease, and any Renewal Term(s).
- 291 (B) Such insurance shall include Landlord as an additional insured and shall require at least \_\_\_\_\_ days (30 if not specified) advance  
292 written notice of cancellation or nonrenewal be given to Landlord. Such insurance shall, at all times, provide coverage in an  
293 amount not less than \$ \_\_\_\_\_ (\$1,000,000.00 if not specified) in the aggregate. The policy  
294 or policies of Tenant's liability insurance shall provide that a covered loss will be paid notwithstanding any act or negligence of  
295 Landlord or Tenant, and for payment of claims on an occurrence basis.
- 296 (C) Tenant agrees to keep its property located on the Premises insured, including all floor and wall coverings, and Tenant's trade fix-  
297 tures, equipment and other personal property from time-to-time situated on the Premises. The amount of coverage shall be such  
298 as determined by Tenant to adequately compensate Tenant for its loss, and if the proceeds of such insurance are not used for repair

299 Tenant Initials: 

Landlord Initials: 

300 or replacement of the property so insured, or if this Lease is terminated following a casualty, the proceeds applicable to the lease-  
301 hold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.  
302 (D) Landlord will notify Tenant of any recommendations made by Landlord's insurance carrier, as well as any codes or standards rec-  
303 ommended by the National Fire Protection Association ("NFPA") which, in Landlord's sole but reasonable opinion, are relevant  
304 to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that  
305 no NFPA codes or standards are currently recommended and Landlord is not aware of any imminent recommendations, unless set  
306 forth here: \_\_\_\_\_  
307 \_\_\_\_\_  
308 \_\_\_\_\_

309 (E) Tenant will comply with all reasonable recommendations made by Landlord's insurance carrier, Tenant's insurance carrier, or with  
310 NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or neglect  
311 to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premium that may be  
312 charged during the Term of this Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause any increase  
313 in the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance carried on the  
314 structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended coverage insurance  
315 premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums are increased.  
316 Landlord will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received concerning  
317 changes in rates.

318 **20. DESTRUCTION OR DAMAGE**

- 319 (A) If, during the Term of this Lease or any extension thereto, the Premises is damaged by fire or any other casualty, including, without  
320 limitation, natural disaster, and not occurring through the intentional or negligent acts or omissions of Tenant or those claiming  
321 under Tenant, or their employees respectively, Tenant shall promptly notify Landlord and Landlord shall repair the damaged por-  
322 tions of the Premises, including any improvements or alterations made by Landlord (but not any of Tenant's property therein or  
323 improvements or alterations made by Tenant). If, however, in Landlord's reasonable judgment, the damage would require more  
324 than \_\_\_\_\_ days (120 if not specified) of work to repair, or if the insurance proceeds (excluding rent insurance) that Landlord  
325 anticipates receiving must be applied to repay any mortgages encumbering the improvements, or are otherwise inadequate to pay  
326 the costs of such repair, Landlord shall have the right to terminate this Lease by so notifying Tenant. Such notice shall specify a  
327 termination date not less than \_\_\_\_\_ days (30 if not specified) after its receipt by Tenant.  
328 (B) If the damage to the Premises is only partial and such that the Premises can be restored to its former condition within a reasonable  
329 time, Landlord may enter and repair, and this Lease shall not be affected, except that Base Rent shall be apportioned and suspended  
330 while such repairs are being made. If the Premises is so slightly damaged by fire or other casualty as mentioned above so as not  
331 to render the Premises unfit for occupancy, Landlord agrees the same shall be promptly repaired.  
332 (C) Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity  
333 of repairing any portion of the Premises, or improvements thereon, the interruption and the use of the Premises, or the termination  
334 of this Lease by reason of the destruction of the Premises.



335 **21. FORCE MAJEURE**

336 If either Party should be delayed or hindered, or prevented from performing any of the acts required in this Lease by reason of war,  
337 fire or other casualty, acts of terrorism, natural or environmental disasters, strike, walk-out, labor trouble, shortage of materials or  
338 equipment, or the inability to procure the same, failure of power, restrictive government laws or regulations, riot, insurrection, decla-  
339 ration of martial law, or other causes beyond the reasonable control of the party delayed, the performance of such act shall be excused  
340 for the period of such delay. This Paragraph shall not excuse Tenant, after the Commencement Date, from a timely payment of  
341 Rent or any other amounts required under this Lease.

342 **22. CONDEMNATION/EMINENT DOMAIN**

- 343 (A) In an instance of total condemnation, where all of the property is taken through an exercise of the power of eminent domain, this  
344 Lease shall terminate on the date when possession of the property was acquired by the condemning authority. The right to terminate  
345 this Lease under this Paragraph may be exercised by either party so notifying the other party in writing not later than \_\_\_\_\_ days  
346 (30 if not specified) prior to such date.  
347 (B) In an instance of partial condemnation, Landlord shall have the right to terminate this Lease on the date when the condemned por-  
348 tion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability  
349 under this Lease or to the other where only part of the Premises is taken and:  
350 1. The condemnation award is insufficient to restore the remaining portion of the Premises, or if such award must be applied to  
351 repay any mortgages encumbering improvements on the property, OR  
352 2. In addition to a portion of the Premises, a portion of the improvements or land is taken and Landlord deems it commercially  
353 unreasonable to continue leasing all or a portion of the remaining space and the improvements.  
354 (C) In an instance of partial condemnation, Tenant shall have the right to terminate this Lease on the date when the condemned portion  
355 of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability  
356 under this Lease or to the other where a substantial portion of the Premises is so taken and it is commercially impossible for Tenant  
357 to continue its business with in the Premises.

358 Tenant Initials:  

Landlord Initials:  



359 (D) If this Lease is not terminated after a partial condemnation, then after the date when the condemned portion of the Premises is deliv-  
360 ered to the condemning authority, the Rent shall be reduced in the proportion that the condemned area bears to the entire area of  
361 the Premises.

362 (E) Tenant shall have the right to claim against the condemning authority only for removal and moving expenses and business reloca-  
363 tion damages that may be separately payable to Tenant in general under Pennsylvania law, provided such payment does not reduce  
364 the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect  
365 to a condemnation, and hereby assigns to Landlord all claims against the condemning authority including, without limitation, all  
366 claims for leasehold damages and diminution in value of Tenant's leasehold estate.

367 **23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT; ESTOPPEL CERTIFICATES**

368 (A) This Lease shall be subject and subordinate at all times to the lien of any mortgages and other encumbrances now or hereafter  
369 placed upon the Premises or property. Tenant shall execute and deliver to Landlord upon demand an instrument acceptable to  
370 Landlord subordinating this Lease to the lien of any present or future mortgage or encumbrance as may be requested by any mort-  
371 gagee of the property. At the request of any holder of any such mortgage, or the purchase of such mortgage at any foreclosure sale,  
372 or at any sale under a power of sale contained in such mortgage, Tenant shall attorn to and recognize such mortgagee or purchaser  
373 as Landlord under this Lease for the balance of the Term, including any renewal or extensions hereof subject to all the terms of this  
374 Lease. Provided that Tenant is not in default of this Lease, its tenancy shall not be disturbed by Landlord, but shall continue in full  
375 force and effect. Landlord agrees to use reasonable efforts, but shall not be obligated to obtain from any future mortgagee a non-  
376 disturbance agreement for the benefit of Tenant on a form customarily issued by such mortgagee

377 (B) Tenant shall, from time-to-time, execute and deliver within \_\_\_\_\_ days (5 if not specified) following receipt of a request from  
378 Landlord or Landlord's mortgagee, grantee or lessor, a recordable instrument evidencing such subordination and Tenant's agree-  
379 ment to attorn to the holder of such prior right. Notwithstanding the foregoing, any mortgage may, at any time, subordinate its  
380 mortgage to this Lease, without Tenant's consent, but with notice in writing to Tenant, whereupon this Lease shall be deemed prior  
381 to such mortgage without regard to their respective dates. The term "mortgage" includes mortgages, deeds of trust, or similar instru-  
382 ments, and all modifications, consolidations, extensions, renewals or replacements hereof, or substitutes therefor.

383 (C) On or before the date Tenant first takes possession of the Premises, Tenant agrees to execute and cause all guarantors to execute,  
384 a tenant acceptance certificate and an estoppel letter in such form as Landlord may reasonably request.

385 **24. DEFAULT**

386 (A) Any of the following events shall constitute a default under this Lease by Tenant:

- 387 1. Failure by Tenant to pay, when due, any Rent or any other sum payable by Tenant under this Lease within  1  days (10 if  
388 not specified) after written notice by Landlord to Tenant that such sum is past due.
- 389 2. Tenant vacates the Premises before the proper termination of this Lease, including any Renewal Term.
- 390 3. Tenant fails to observe or perform any of Tenant's other obligations as set forth in this Lease.
- 391 4. Tenant commits an act of bankruptcy or files a petition, or commences any proceedings under any bankruptcy or insolvency  
392 law.
- 393 5. A petition is filed or a proceeding is commenced against Tenant under any bankruptcy or insolvency law, and is not dismissed  
394 within sixty (60) days.
- 395 6. Tenant is adjudicated bankrupt.
- 396 7. A receiver or other official is appointed for Tenant, or for a substantial part of Tenant's assets, or for Tenant's interest in this  
397 Lease.
- 398 8. Any attachment or execution is filed or levied against a substantial part of Tenant's assets or Tenant's interest in this Lease, or  
399 any of Tenant's property on the Premises that is not insured.

400 (B) If Landlord fails to observe or perform any of Landlord's obligations as set forth in this Lease and Tenant has given Landlord not  
401 less than \_\_\_\_\_ days (30 if not specified) written notice of the default, or if the default is of a character so that more than \_\_\_\_\_ days  
402 (30 if not specified) to cure are required and Landlord fails to use its best efforts to cure the default after receiving notice from  
403 Tenant, then after such \_\_\_\_\_ days (30 if not specified) notice, Tenant shall have the right, but not the obligation, to cure the  
404 default on behalf of Landlord, at the expense of Landlord, and may seek reimbursement from Landlord by means of any available  
405 legal process.

406 **25. NOTICE OF DEFAULT**

407 (A) Notwithstanding anything to the contrary in this Lease, and except in connection with the provisions of Paragraph 24(A) (2), (4),  
408 (5), (6), (7), or (8) for which no notice or cure period shall be given or permitted, if Tenant has failed or refused to perform, or has  
409 violated any of the non-monetary terms, covenants, conditions or agreements contained in this Lease, Landlord shall so notify  
410 Tenant in writing.

411 (B) Upon receiving such Notice of Default, Tenant shall correct the matter(s) complained of within \_\_\_\_\_ days (30 if not specified)  
412 after receipt of written notice, or if more than such \_\_\_\_\_ days (30 if not specified) are required to correct with reasonable diligence  
413 the matter(s) complained of in such notice, Tenant shall begin to correct them within such \_\_\_\_\_ days (30 if not specified) and  
414 pursue such corrective action with reasonable diligence thereafter, providing Landlord with timely written confirmation thereof.  
415 Tenant shall diligently follow through with such correction(s) to conclusion.

416 Tenant Initials: 

Landlord Initials: 

417 (C) In the event the default is a failure to pay Rent or other monetary obligations contained in this Lease, Landlord shall provide written  
418 notice within \_\_\_\_\_ business days (5 if not specified) of a right to cure, and Tenant's right to cure shall exist no more than  
419 \_\_\_\_\_ times (2 if not specified) in any \_\_\_\_\_ month (12 if not specified) period, and such payment shall include the Late Charge(s).

420 26. WAIVER OF NOTICE

421 Tenant hereby waives all rights to legal notice, whether provided by statute or common law, and agrees that prior written notice deliv-  
422 ered as provided herein with respect to proceedings to recover possession in the event of default, at any time shall be sufficient.

423 27. RIGHT TO CURE

424 If Tenant shall default in performing any of its obligations under this Lease, Landlord may (but shall not be obligated), in addition to  
425 Landlord's other rights and remedies, and without waiver of such default, cure such default on behalf of Tenant, thereby entering and  
426 possessing the Premises if deemed necessary by Landlord, provided that Landlord shall have first given Tenant notice of such default  
427 and Tenant shall have failed within \_\_\_\_\_ days (30 if not specified) following receipt of said notice to cure or diligently pursue the  
428 cure of said default (which notice and opportunity to cure shall not be required in case of actual emergency). Tenant, upon demand of  
429 Landlord, shall reimburse Landlord for all actual costs (including reasonable attorneys' fees) incurred by Landlord with respect to such  
430 default and, if Landlord so elects, Landlord's efforts to cure the same.

431 28. ALTERNATIVE DISPUTE RESOLUTION

432 (A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims  
433 and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding  
434 arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa. C.S.A. §7301, et seq., and other related laws of  
435 the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit  
436 disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights  
437 to do so.

438 (B) When submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the  
439 local court or local Federal district court or through such other agency as the parties may mutually agree. The parties agree to share  
440 all expenses of mediation equally.

441 (C) Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration  
442 and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel"  
443 that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a  
444 neutral arbitrator, either party shall have the right to petition the local Court of Common Pleas to appoint a neutral arbitrator. In  
445 order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within a  
446 reasonable time following the unsuccessful mediation of their dispute. If the parties are unable to agree upon a location for arbi-  
447 tration, then the arbitration will be held at the local courthouse.

448 29. LANDLORD'S REMEDIES

449 (A) **CONFESSION OF JUDGMENT/EJECTMENT** - IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE  
450 DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN AS AFORESAID, DURING THE  
451 LEASE TERM, AND ALSO WHEN AND AS SOON AS THE LEASE TERM HEREBY CREATED SHALL HAVE  
452 EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LANDLORD, TO CONFESS JUDG-  
453 MENT AND EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING  
454 UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY  
455 LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT WAR-  
456 RANT. WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS MAY  
457 ISSUE FORTHWITH, WITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR ANY  
458 REASON AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POS-  
459 SESSION OF THE PREMISES REMAINS IN OR RESTORES TO TENANT, LANDLORD SHALL HAVE THE RIGHT  
460 IN THE EVENT OF ANY SUBSEQUENT DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT AGAINST TEN-  
461 ANT IN THE MANNER AND FORM HEREIN AND BEFORE SET FORTH, TO RECOVER POSSESSION OF THE  
462 PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS LEASE NOR RECOVER-  
463 ING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST  
464 TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION  
465 OR COVENANT; NOR THE RESORTS TO ANY WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE,  
466 AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED HEREIN.

467 (B) **AFFIDAVIT REQUIRED** - IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED IN  
468 SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, SETTING FORTH THE FACTS NEC-  
469 ESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CON-  
470 CLUSIVE EVIDENCE; AND IF A TRUE COPY OF THIS LEASE IS FILED IN SUCH ACTION, IT SHALL NOT BE  
471 NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR  
472 PRACTICE TO THE CONTRARY NOTWITHSTANDING.

473 (C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set  
474 forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or  
475 elsewhere from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.

476 Tenant Initials:  

Landlord Initials:  

477 (D) No act or forbearance by Landlord shall be deemed a waiver or election of any right or remedy by Landlord with respect to Tenant's  
478 obligations hereunder, unless and to the extent that Landlord shall execute and deliver to Tenant a written instrument to such effect,  
479 and any such written waiver by Landlord shall not constitute a waiver or relinquishment for the future of any obligation of Tenant.  
480 Landlord's acceptance of any payment from Tenant (regardless of any endorsement on any check or writing accompanying such  
481 payment) may be applied by Landlord to Tenant's obligations then due hereunder in any priority as Landlord may elect, and such  
482 acceptance by Landlord shall not operate as an accord and satisfaction, or constitute a waiver of any right or remedy of Landlord  
483 with respect to Tenant's obligations hereunder. All remedies provided to Landlord herein shall be cumulative.

484 **30. PAYMENT OF TENANT'S OBLIGATIONS BY LANDLORD**

485 All terms, covenants, agreements and conditions to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's  
486 sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required to be paid by Tenant under this Lease, or if  
487 Tenant shall fail to perform any other act that it is obligated to perform under this Lease, and if such failure(s) shall continue beyond  
488 any grace period or cure period as set forth in this Lease, Landlord may, without waiving or releasing Tenant from any of Tenant's obli-  
489 gations, make such payment or perform such task or other act on Tenant's behalf. All sums paid or incurred by Landlord and all inci-  
490 dental costs thereto (including reasonable attorneys' fees) shall be Tenant's sole cost and responsibility, and shall be deemed Additional  
491 Rent.

492 **31. ABANDONMENT**

493 (A) In the event of termination of this Lease in any manner whatsoever, Tenant shall immediately remove Tenant's goods and effects,  
494 and those of any other person claiming under Tenant or subtenancies assigned to it, and quit and deliver the Premises to Landlord  
495 peacefully and quietly.  
496 (B) Goods and effects not removed by Tenant after termination of this Lease, or within \_\_\_\_\_ hours (72 if not specified) after a ter-  
497 mination by reason of Tenant's default, shall be considered abandoned.  
498 (C) Landlord shall give Tenant notice of right to reclaim abandoned property pursuant to applicable local law, and thereafter dispose  
499 of the same as it deems expedient, including in storage and public warehouse or elsewhere at the cost and for the account of Tenant.  
500 Tenant shall promptly upon demand reimburse Landlord for any expense incurred by Landlord in connection with storing or dis-  
501 posing of Tenant's goods and effects, which obligation shall survive the termination or expiration of this Lease.

502 **32. HOLDING OVER**

503 (A) This Lease shall expire absolutely and without notice on the last day of the Term or any renewal thereof. If Tenant, with the prior  
504 written consent of Landlord, retains possession of the Premises or any part thereof after the termination of this Lease by expiration  
505 of the Term or otherwise, a month-to-month tenancy shall be deemed to exist. Tenant shall continue to pay all Rent, plus ordinary  
506 maintenance, taxes, insurance and all other charges due under this Lease. Such holdover tenancy may be terminated by Landlord  
507 or Tenant upon \_\_\_\_\_ days (30 if not specified) written notice by either party to the other party.  
508 (B) If such holding over exists without Landlord's prior written consent, Tenant shall pay Landlord, as partial compensation for such  
509 unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention equal to \_\_\_\_\_ %  
510 (150 if not specified) of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit  
511 any rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, nor shall such unlawful retention  
512 create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect shall  
513 remain in effect.

514 **33. PRESERVATION OF LANDLORD'S ENFORCEMENT RIGHTS**

515 Landlord's acceptance of Rent or any amount due and owing, or failure to enforce any right under this Lease shall not waive any other  
516 rights that Landlord may have hereunder. Any attempt to collect Rent and/or other amounts due and owing by one proceeding shall not  
517 waive Landlord's right to collect the same by any other proceeding.

518 **34. RECORDING**

519 Neither this Lease, nor any assignment of this Lease, shall be recorded by Tenant.

520 **35. TENANT'S JOINT AND SEVERAL LIABILITY**

521 If two or more individuals, corporations, partnerships, or other business associations, or any combination of two or more, shall sign this  
522 Lease as Tenant(s), the liability of each such individual, corporation, partnership or other business association to pay Base Rent, pay  
523 Additional Rent, and to perform all other obligations hereunder to be performed by Tenant shall be deemed to be joint and several. If  
524 Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general  
525 law, subject to personal liability, the liability of each such member shall be joint and several.

526 **36. TRANSFER OF LANDLORD'S INTEREST; LIMITATION TO LIABILITY**

527 (A) Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord's interest in the  
528 property, Landlord shall immediately notify Tenant in writing at the address set forth in Paragraph 50. Upon the successful com-  
529 pletion of the sale or other transfer of Landlord's interest in the property, Landlord shall be released and discharged from all  
530 covenants, agreements and obligations of Landlord, whether previously accrued or thereafter accruing.  
531 (B) Liability of Landlord under this Lease shall be limited to its interest in Landlord's property, and any judgment against Landlord  
532 shall be satisfied solely out of the proceeds of the sale of its interest in the property, and any judgment so rendered shall not give  
533 rise to any right of execution or levy against any of Landlord's other assets.  
534 (C) Landlord shall have no personal liability to any successor in interest with respect to any of the provisions of this Lease or any obli-

535 Tenant Initials: 

Landlord Initials: 

536 gation arising from this Lease. Tenant shall look solely to the equity of the then-owner of the property for satisfaction of remedies  
537 by Tenant in the event of a breach by Landlord of any of its covenants, agreements or obligations hereunder.

538 (D) In no event shall Landlord be liable to Tenant for consequential or punitive damages for any reason whatsoever.

539 **37. TIME IS OF THE ESSENCE**

540 All times and dates identified for the performance of any obligations of this Lease are of the essence and are binding.

541 **38. CHOICE OF LAW**

542 This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

543 **39. ATTORNEYS' FEES**

544 If either party institutes legal proceedings against the other to enforce any provision of this Lease, or otherwise with respect to any dispute arising out of this Lease, in any legal proceeding that is final and unappealable, the losing party shall, within thirty (30) days after receipt of a detailed statement, reimburse the prevailing party for their reasonable attorneys' fees and legal costs incurred.

547 **40. CONSTRUCTION**

548 (A) In construing this Lease, the terms "Lease," "agreement" and "Agreement" shall be synonymous; the term "Lease" shall also include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and permitted assigns.

552 (B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term "Tenant" shall be construed, whenever reasonable, to include Tenant's agents, employees, officers and assigns.

554 **41. HEADINGS**

555 The section and paragraph headings in this Lease are for convenience only and are not intended to indicate all of the matter in the sections that follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

557 **42. SUCCESSORS AND ASSIGNS**

558 Subject to the restrictions on transfer, assignment and subletting, the terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors and/or permitted assigns. When more than one party shall be Tenant under this Lease, or "Tenant" wherever used in this Lease shall be deemed to include all Tenants, jointly and severally.

562 **43. BROKERS**

563 It is expressly understood and agreed between the parties hereto that the herein named Broker(s), their licensees, employees and any officer or partner are acting only as agent for the party that hired them, and no other, and will in no case whatsoever be held liable, either jointly or severally, to either party for the performance of any term, covenant or condition of this Lease, or for any damages that arise from the breach, default or non-performance thereof.

567 **44. LEASE INTERPRETATION; PRIOR REPRESENTATION**

568 (A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due to the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.

572 (B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as and to the extent that such agreements and representations have been incorporated into this Lease.

575 **45. SEVERABILITY**

576 If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstance is finally judged to be invalid or unenforceable, the remainder of this Lease shall not be affected (including any attempted application of the invalid or unenforceable term or provision to the other person or circumstance). Landlord and Tenant hereby acknowledge and agree that they would have agreed upon each term and provision contained in this Lease irrespective of the fact that one or more term or provision was contrary to the law, or during the Term or Renewal Term or extension thereof are found to be contrary to the law.

581 **46. RIGHTS CUMULATIVE**

582 Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other such right, remedy or benefit allowed at law or inequity.

584 **47. EXECUTION AND COUNTERPARTS**

585 This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one-in-the-same Lease of the parties. To facilitate execution of this Lease, the parties may initially execute and exchange by telephone, facsimile or email counterparts of the signature pages to be promptly supplemented by exchange of hardcopies.

588 **48. ENTIRE AGREEMENT**

589 This Lease and any attached exhibits and addenda constitute the entire agreement between Landlord and Tenant with respect to Landlord's Premises, and there are no promises, agreements, conditions or understandings, whether oral, written or digital, between them other than as are herein set forth. Neither this Lease nor any of its provisions may be altered, amended, changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties.

593 **49. AUTHORITY**

594 (A) The person(s) executing this Lease on behalf of Landlord do/does hereby represent and warrant that Landlord is a duly authorized

595 Tenant Initials: 

Landlord Initials: 

596 and validly existing Nicholas and Regina Drenzo (nature of entity) under the laws of Pennsylvania (state), that  
597 Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to  
598 enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.

599 (B) The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and  
600 validly existing POP OF POSH/Vintage Affairs Rentals (nature of entity) under the laws of Pennsylvania (state), that  
601 Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter  
602 into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

603 50. NOTICES

604 (A) Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal  
605 service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express  
606 carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address fur-  
607 nished in writing by any of the foregoing:

608 TO TENANT:

609 Stevie Smith (POP of POSH), April Smith (Vintage Affairs Rentals)  
610 345 W 11TH AVE, Conshohocken, PA 19428 and 1700 Butler Pike APT 13B Conshohocken PA 19428

611 TO LANDLORD:

612 Nicholas and Regina Drenzo  
613 122 Kirk Street, Conshohocken, PA 19428

614 (B) Any change of address furnished by either party shall comply with the notice requirements of this Paragraph, and shall include a  
615 complete outline of the current notice of addresses to be used for all parties, including electronic mail addresses.

616 51. SPECIAL CLAUSES

617 (A) The following are part of this Lease if checked:

- 618  Change of Lease Terms Addendum (PAR Form CLT)
- 619  Floorplan of Premises
- 620  Operating Expense Addendum
- 621

622 (B) Additional Terms:

623 Landlord Pays:

624 Water

625 Sewer

626 Trash Removal

627 Snow Removal

628 Lawn Maintenance

632 Tenant Pays:

633 Gas

634 Electric

635 Cable

636 \_\_\_\_\_  
637 \_\_\_\_\_  
638 \_\_\_\_\_  
639 \_\_\_\_\_  
640 \_\_\_\_\_  
641 \_\_\_\_\_  
642 \_\_\_\_\_  
643 \_\_\_\_\_  
644 \_\_\_\_\_  
645 \_\_\_\_\_  
646 \_\_\_\_\_  
647 \_\_\_\_\_  
648 \_\_\_\_\_  
649 \_\_\_\_\_  
650 \_\_\_\_\_  
651 \_\_\_\_\_  
652 \_\_\_\_\_  
653 \_\_\_\_\_  
654 \_\_\_\_\_

655 Tenant Initials:  

Landlord Initials:  

656 NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.  
657 Landlord and Tenant have negotiated the terms and conditions of this Lease, including any and all addenda hereto, and have ini-  
658 tiated any and all changes made, and identify this Date 07/21/2022 as the "Signing Date" of this Lease.

659 TENANT/AUTHORIZED SIGNER *April Smith* DocuSigned by:  
07/21/2022 10:22 AM EDT  
159-QGN-758-EM57 DATE 07/21/2022  
660 Title April Smith, Vintage Affairs Rentals

661 TENANT/AUTHORIZED SIGNER *Stevie Rae Smith* DocuSigned by:  
07/21/2022 10:22 AM EDT  
4701-670-5420-1024 DATE 07/21/2022  
662 Title \_\_\_\_\_

663 TENANT/AUTHORIZED SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

664 Title \_\_\_\_\_

665 TENANT/AUTHORIZED SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

666 Title \_\_\_\_\_

667 CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

668 Title \_\_\_\_\_

669 CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

670 Title \_\_\_\_\_

671 LANDLORD/AUTHORIZED SIGNER *Regina Drenzo* DocuSigned by:  
837889867CD948F... *Nicholas Drenzo* DocuSigned by:  
A7688EEA55F1447... DATE 07/21/22 | 12:3  
672 Title Nicholas and Regina Drenzo

673 LANDLORD/AUTHORIZED SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

674 Title \_\_\_\_\_

675 LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

676 As part of payment received by Landlord, \_\_\_\_\_ (current Landlord) now transfers to  
677 \_\_\_\_\_ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and  
678 other benefits.

679 CURRENT LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

680 Title \_\_\_\_\_

681 CURRENT LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

682 Title \_\_\_\_\_

683 NEW LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

684 Title \_\_\_\_\_

685 NEW LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

686 Title \_\_\_\_\_

# CHANGE IN LEASE TERMS ADDENDUM TO COMMERCIAL LEASE

CLTC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 918 Fayette Street, First Floor, Conshohocken, PA 19428-1560

2 **LANDLORD** Nicholas Direnzo, Regina Direnzo, ,

3 **TENANT** April Smith (Vintage Affairs Rentals) Stevie Rae Smith (POP of POSH)

4 **The following terms of the Residential Lease are changed as stated below:**

5 **1. TERM**

6 (A) Commencement Date is changed from 08/01/2022, to 11/01/2022

7 (B) Expiration Date is changed from 07/31/2023, to 10/31/2023

8 **2. TENANTS, OCCUPANTS AND CO-SIGNERS**

9 (A) Tenant \_\_\_\_\_ will be ( removed from) ( added to) the Lease.

10 Tenant \_\_\_\_\_ will be ( removed from) ( added to) the Lease.

11 Tenant \_\_\_\_\_ will be ( removed from) ( added to) the Lease.

12 (B) \_\_\_\_\_ ( is) ( is not) an authorized signer for Tenant.

13 \_\_\_\_\_ ( is) ( is not) an authorized signer for Tenant.

14 \_\_\_\_\_ ( is) ( is not) an authorized signer for Tenant.

15 (C) Co-Signer \_\_\_\_\_ will be ( removed from) ( added to) the Lease.

16 Co-Signer \_\_\_\_\_ will be ( removed from) ( added to) the Lease.

17 Co-Signer \_\_\_\_\_ will be ( removed from) ( added to) the Lease.

18 (D) These changes will take place on \_\_\_\_\_ (date).

19 **3. RENT**

20 (A) As of \_\_\_\_\_ (date), the Rent due each month is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_

21 per year payable in ( Monthly) ( quarterly) ( annual) ( other \_\_\_\_\_) installments.

22 (B) As of \_\_\_\_\_ (date), Landlord will accept the following methods of payment (check all that apply): ( Cash)

23 ( Money Order) ( Personal Check) ( Credit Card) \_\_\_\_\_ ( Cashier's Check)

24 ( Other \_\_\_\_\_)

25 **4. SECURITY DEPOSIT**

26 Tenant's Security Deposit will be held in escrow at \_\_\_\_\_ (financial institution)

27 Financial institution address: \_\_\_\_\_

28 **5. ADDITIONAL RENT**

29 Landlord and Tenant agree that as of \_\_\_\_\_ (date), Tenant ( will be) ( will not be) responsible for the following

30 as Additional Rent/costs for the Premises, including connection and payment of fees and charges. \_\_\_\_\_

31 \_\_\_\_\_

32 \_\_\_\_\_

33 \_\_\_\_\_

34 **6. PROPERTY CONTACT INFORMATION**

35 **Rental Payments**

36 Payable to: \_\_\_\_\_ Phone: \_\_\_\_\_

37 Address: \_\_\_\_\_

38 **Maintenance Requests**

39 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

40 Address: \_\_\_\_\_

41 Email: \_\_\_\_\_ Website: \_\_\_\_\_

42 **Emergency Maintenance Contact**

43 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

44 Email: \_\_\_\_\_ Website: \_\_\_\_\_

45 Tenant Initials: \_\_\_\_\_ CLTC Page 1 of 2 Landlord Initials: \_\_\_\_\_



46 **7. TIME PERIODS**

47 (A) The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the Lease is changed to \_\_\_\_\_.

48 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the Lease is changed to \_\_\_\_\_.

49 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the Lease is changed to \_\_\_\_\_.

50 (B) The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the \_\_\_\_\_ Addendum is changed to \_\_\_\_\_.

51 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the \_\_\_\_\_ Addendum is changed to \_\_\_\_\_.

52 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the \_\_\_\_\_ Addendum is changed to \_\_\_\_\_.

53 **8. PERMITTED USE**

54 (A) As of \_\_\_\_\_ (date), Tenant's permitted use of the Premises ( will include) ( will not include) \_\_\_\_\_

55 \_\_\_\_\_

56 (B) As of \_\_\_\_\_ (date), Tenant's permitted use of the Premises ( will include) ( will not include) \_\_\_\_\_

57 \_\_\_\_\_

58 **9. OTHER**

59 \_\_\_\_\_

60 \_\_\_\_\_

61 \_\_\_\_\_

62 \_\_\_\_\_

63 \_\_\_\_\_

64 \_\_\_\_\_

65 \_\_\_\_\_

66 \_\_\_\_\_

67 \_\_\_\_\_

68 \_\_\_\_\_

69 \_\_\_\_\_

70 \_\_\_\_\_

71 \_\_\_\_\_

72 \_\_\_\_\_

73 \_\_\_\_\_

74 \_\_\_\_\_

75 \_\_\_\_\_

76 \_\_\_\_\_

77 \_\_\_\_\_

78 All other terms and conditions of the Lease, including all other time periods, remain unchanged and in full force and effect.

79 TENANT April Smith, Vintage Affairs Rentals *April Smith* eSignatures  
07/20/21 7:09 PM EDT  
J0N4-F02H-W0R4-K51L \_\_\_\_\_ DATE \_\_\_\_\_

80 TENANT Stevie Rae Smith, POP of POSH *Stevie Rae Smith* eSignatures  
07/20/21 6:27 PM EDT  
EG0N-SM7-ES2B-CHUS \_\_\_\_\_ DATE \_\_\_\_\_

81 TENANT \_\_\_\_\_ DATE \_\_\_\_\_

82 CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

83 CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

84 CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

85 LANDLORD Nicholas Direnzo \_\_\_\_\_ DATE \_\_\_\_\_

86 LANDLORD Regina Direnzo \_\_\_\_\_ DATE \_\_\_\_\_

87 EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER: \_\_\_\_\_ DATE \_\_\_\_\_

88 \_\_\_\_\_ DATE \_\_\_\_\_













# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

Colleen Leonard, President  
Tina Sokolowski, Vice-President  
Anita Barton, Member  
Stacy Ellam, Member  
Kathleen Kingsley, Member  
Adrian Serna, Member  
Karen Tutino, Member

---

Yaniv Aronson, Mayor

---

Stephanie Cecco, Borough Manager

---

Date: August 27, 2022  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, PE, Zoning Officer  
Re: 918 Fayette Street – Conditional Use Zoning Determination

---

### **History of the Site:**

911 Fayette Street is a mixed-use property located in the R-O – Residential Office zoning district. The ground floor was up until recently occupied by a Pilates studio and the second and third floor is occupied by a residential apartment. The property fronts on Fayette Street and is landscaped with a mix of lawn, shrubbery, and street trees. The property has rear access to an alley and has off-street parking.

### **Current Request:**

The Pilates studio has recently vacated the property and the applicants, Stevie-Rae Smith (Pop of Posh, LLC.) and April Smith (Vintage Affair Rentals, LLC.) propose to operate jointly on the first floor of the property. The proposed use of the first floor is as a studio space for creatives and photographers, office space for the companies, and small group classes. The residential use on the upper floors of the building will remain unchanged.

### **Zoning Determination:**

Per Section 27-1203 of the Borough Zoning Code, studio space for photography and other uses of similar intensity and scale are permitted in the RO zoning district by Conditional Use granted by Borough Council.

When evaluating the Conditional Use request, Council should consider the standards outlined in Code Section 27-1204 requiring that the primary façade of the building must front on Fayette Street; the use must preserve and maintain existing building façade and front porch in a manner that is consistent with the existing Victorian/early 20th century character of this section of Fayette Street; preserve the front yard as a landscaped open space with the type traditionally found in the Upper Fayette Street area (shade trees, foundation plantings, grass, etc.); no off-street parking spaces are permitted in the front of the building; and refuse areas shall be screened from the view of adjacent streets or residential districts by a landscape screen buffer and/or an opaque fence.