

COMMERCIAL LEASE AGREEMENT
TRIPLE NET

1. **THE PARTIES:** This Lease, dated for reference purposes only as of _____ (“Reference Date”), is between _____ (hereinafter referred to as Lessor), and _____ (hereinafter referred to as Lessee).

2. **WITNESSETH:** That for and in consideration of the mutual covenants, promises, and agreements set forth herein, the Lessor and Lessee do covenant, promise, and agree as follows:

3. **PREMISES:** The Lessor hereby leases to the Lessee and Lessee hereby takes and leases from the Lessor, for the term, at the rental and upon all conditions set forth herein, the real property situated in the County of _____ and State of _____.

COMMONLY KNOWN AS: _____ consisting of approximately _____ square feet, including all improvements thereon and appurtenances thereto. Said real property is hereinafter referred to as the "PREMISES". The Premises is a unit or suite within the project or shopping center commonly known as _____ (the “Center”).

4. **USE:** Lessee hereby accepts the Premises subject to applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Premises. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representation or warranty as to the suitability of the Premises for the conduct of the Lessee's business.

The Lessee will use the premises for _____. Lessee will not use the Premises for any other purpose without the prior written consent of the Lessor. The Lessee covenants and agrees that it will not use or permit the Premises, or any part thereof, to be used for any disorderly, unlawful or illegal purposes.

5. **TERM:** The term of the Lease shall be for a period of _____ (____) years and shall commence on _____ (“Rent Commencement Date”), and end at midnight on _____.

- Lessee shall have permission to occupy the Premises upon execution of this Lease Agreement in order to facilitate space improvements.
- Lessee shall not occupy the Premises until the Rent Commencement Date.

5A. **RENEW OF TERM:**

A renewal option of _____ years is available to the Lessee, provided that Lessee is not in default under any of the terms hereof. If Lessee elects to renew the Lease, and is not in default, Lessee must give the Lessor notice, in writing, not less than ninety (90) days prior to the end of Term. Rent under such renewal term shall be in the amount of \$_____.

A renewal option is available to the Lessee, provided that Lessee is not in default under any of the terms hereof. If Lessee elects to renew the Lease, and is not in default, Lessee must give the Lessor notice, in writing, not less than ninety (90) days prior to the end of the Term. Lessor must agree to the Lease renewal in writing for the renewal to be effective. The terms and conditions of the renewal period, including duration, monthly rental rate and other financial obligations hereunder, shall be negotiated during the ninety (90) days prior to the termination of the Lease.



There shall be no renewal term. Lessee shall vacate the Premises on or prior to expiration or earlier termination of the Term.

Upon expiration of the Term, this Lease shall continue on a month-to-month basis, upon the terms and conditions set forth herein, upon the same rental rate and other monetary obligations as existed immediately prior to the expiration of the Term.

6. **RENT:** (a) Throughout the Term, Lessee shall pay Rent (as hereinafter defined) to Lessor as described herein. Rent shall consist of Base Rent (as hereinafter defined) and Additional Rent (as hereinafter defined). Throughout the Term, Rent shall be paid to Lessor on a monthly basis in advance, without demand, in lawful currency of the U.S., and Rent is due on the first day of each month. Rent shall be paid to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate to Lessee in writing. Any Rent not received within ten (10) days of the due date thereof shall be subject to a late charge in the amount of **Five percent (5%)** of the base rent amount. Any check returned to Lessor for insufficient funds shall be subject to a charge of twenty-five Dollars (\$25.00) to cover administrative inconvenience, and all payments hereunder thereafter shall be paid by Lessee in certified funds.

(b) Annual base rent hereunder (“Base Rent”) for the first full year of the Term shall be in the amount of _____ and **NO/100 Dollars (\$_____.00)**. Base Rent shall be paid in equal monthly installments of _____ and **NO/100 Dollars (\$_____.00)**. Lessee shall also pay local sales tax on the Base Rent if applicable.

For each year of the Term following the completion of the first full year of the Term, there shall be no increase in Base Rent.

For each year of the Term following the completion of the first full year of the Term, annual Base Rent hereunder shall be increased by _____ (____%) over the Base Rent of the previous year. Accordingly, Base Rent throughout the term shall be in the following amounts:

	<u>Annual Base</u>	<u>Monthly Base</u>
Base Rent, Year Two	\$ _____	\$ _____
Base Rent, Year Three	\$ _____	\$ _____
[insert additional years]	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

(c) As additional rent hereunder (“Additional Rent”), Lessee shall pay to Lessor Lessee’s Proportionate Share of the common area maintenance charges for the Center (“Lessee Common Area Maintenance Charge” or “CAM”). This CAM charge will include Base Operating Expenses and Insurance for the Center and shall represent the proportionate share of the Premises to the overall Center. The Premises is approximately _____ sq. ft. and this represents ____% of the total Center square footage. Lessee’s CAM Charge for the first full year of the Term shall be \$_____, subject to adjustment as provided in Section 8 hereof. The Lessee CAM Charge shall be paid in equal monthly installments of \$_____ throughout the Term as part of Rent hereunder, subject to adjustment as provided herein. For each year of the Term following the completion of the first full year of the Term, the annual Lessee CAM Charge hereunder shall be adjusted in accordance with Section 8 hereof.



(d) As further Additional Rent hereunder, Lessee shall pay to Lessor Lessee's Proportionate Share of real property tax with respect to the Center ("Property Tax"). Lessee's Proportionate Share of the Property Tax for the first full year of the Term shall be \$ _____, subject to adjustment as provided in Section 10 hereof. Lessee's Proportionate Share of the Property Tax shall be paid in equal monthly installments of \$ _____ throughout the Term as part of Rent hereunder, subject to adjustment as provided herein. For each year of the Term following the completion of the first full year of the Term, Lessee's Proportionate Share of the Property Tax hereunder shall be adjusted in accordance with Section 10 hereof.

(e) No payment by Lessee or receipt, endorsement or depositing by Lessor of a lesser amount than the Rent required under this Lease shall be deemed to be other than on account of the earlier stipulated rental. This Lease shall govern and no endorsement or statement on a Rent payment shall be deemed as an accord and satisfaction, and Lessor may accept any check or payment without prejudice to Lessor's rights to recover the balance of the amount due, and Lessor shall have the right to pursue any other remedy in this Lease or at law or in equity for payment of all amounts due Lessor hereunder. All amounts due or payable under this Lease are part of Rent hereunder.

(f) Notwithstanding anything in this Lease to the contrary, and without limiting Lessor's other rights and remedies provided for in this Lease or at law or equity, if Lessee fails to pay by the due date any Base Rent, Additional Rent, or any other charges owing under this Lease more than two times within any twelve (12)-month period, then Lessor, at its sole election and in its sole and absolute discretion, may do one or more of the following; (I) If Lessor shall elect, Lessor shall have the right to terminate the Lease in accordance with the provisions of Clause 24 DEFAULT hereof and evict the Lessee from the Premises; (II) Require that, beginning with the first monthly installment of Base Rent next due, the Base Rent shall no longer be paid in monthly installments, but shall be payable in advance on a quarterly basis, on the first day of the first month of the quarter (or three month period); (III) Increase the Security Deposit by an amount that Lessor determines, in its sole and absolute discretion, is necessary to protect its interests; provided that such amount does not exceed three (3)-months of the then-applicable monthly Base Rent. Such increase shall be paid by Lessee immediately upon demand by Lessor.

7. **SECURITY DEPOSIT:** Lessee shall deposit with Lessor a typical first month's base rent of \$ _____ as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee defaults with regard to any of the terms, provisions, or conditions of this Lease, including, but not limited to, the payment of rent, Lessor may use the amount deposited to the extent necessary to correct the default. In the event Lessee is not in default and has performed all of Lessee's obligations hereunder, said deposit shall be returned to Lessee, without interest, at the expiration of the term hereof, less any expenses to restore the Premises to the same condition as existed at the start of the lease period, ordinary wear and tear excepted. It is agreed that the security deposit is not an advance rental deposit or a measure of Lessor's damages in the case of Lessee's default. Lessor reserves the right to ask for additional Security Deposit, as it deems necessary.

8. **COMMON AREA MAINTENANCE CHARGES:** (a) For all purposes under this Lease, "Lessee's Proportionate Share" shall be determined by dividing the gross leasable square foot area of the Premises by the aggregate gross leasable square foot area of the Center. In the event additional leasable area is added or any part is demolished and not replaced, or in the event the Premises is ever increased or decreased, Lessee's Proportionate Share shall be recalculated pursuant to the above formula.

(b) As part of Rent hereunder, Lessee shall pay to Lessor Lessee's Proportionate Share of the total costs of operating, repairing, lighting, cleaning, securing, equipping, replacing and maintaining the Common Area (collectively, the "Common Area Costs"). If water and/or sewer service is not separately metered to the Premises, the cost of such water and/or sewer service shall be deemed a Common Area Cost. At the commencement of the Term, and prior to the beginning of each year throughout the Term, Lessor shall provide Lessee with a statement of the Common Area Costs anticipated for the upcoming year, and



the anticipated amount of Lessee's Proportionate Share of such Common Area Costs for such year. Lessee's Common Area Maintenance Charge shall be payable in monthly installments to Lessor based on Lessor's estimate of the total Common Area Costs that will be incurred during the relevant annual period, subject to adjustment at the end of such year on the basis of the actual Common Area Costs for such year. Throughout the Term, after the close of Lessor's fiscal year, or, at Lessor's option, at the end of each calendar year, Lessor shall furnish to Lessee a statement of the actual Common Area Costs for such year, which statement shall include Lessee's Proportionate Share of the Common Area Costs. In the event Lessee's Proportionate Share of the Common Area Costs is either greater or less than Lessor start of year estimate on which Lessee's monthly payments had been based, then Lessee shall, as the case may be, either pay to Lessor the amount of the deficiency within ten (10) days after receipt of Lessor's invoice, or offset the amount of any overpayment shown on Lessor's statement against the next payment to become due to Lessor. Failure of Lessee to pay such monthly Common Area Maintenance Charge, or Lessee's failure to make adjustment payment, if any, shall constitute a failure to pay Rent hereunder, entitling Lessor to exercise all of its rights and remedies for an event of default by Lessee for nonpayment of Rent. No failure of Lessor to timely render any such statement shall ever be construed as a waiver of Lessor's rights to collect any underpayment by Lessee.

9. **UTILITIES:** Lessee shall pay for all gas, heat, light, power, telephone and other utilities and services applied to the Premises, together with any taxes thereon. Lessee shall transfer the utilities accounts into his/her/its name prior to taking possession of the Premises and shall provide Lessor with proof of such transfer. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by the square footage occupancy, and any delay or failure of Lessor in computing or billing for the utility charges herein above provided shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay such utility charges.

10. **TAXES:** Lessor shall pay before delinquency any and all taxes, assessments and public charges levied or assessed and which become payable during the term hereof upon the land and improvements constituting the Premises. Lessee shall pay all taxes, assessments, license fees, and any other taxes payable by Lessor, whether or not now customary or within the contemplation of the parties hereto that may be levied or imposed by reason of the use or occupation of the Premises by Lessee and all taxes, assessments and other charges on the personal property located in or about the premises. Lessee shall be responsible for Lessee's Proportionate Share of Property Taxes as described in Section 6(d) above. In the event Property Taxes of the Center shall be increased or decreased, Lessee's Proportionate Share of Property Tax shall be adjusted in proportion to such increase or decrease.

11. **ORDINANCES & REGULATIONS:** If applicable, the Lessee shall, at its sole cost and expense, comply with all requirements of all state, federal and local laws, ordinances, regulations, industry standards and orders now or hereafter in force that pertain to the use of the Premises. This includes compliance with all municipal, state and federal laws, ordinances, industry standards, regulations and orders relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of hazardous or regulated substances. In particular, but not limited to, Lessee is prohibited from discharging gas, oil or other hazardous materials through any type of drainage system located on the Premises which is connected to the municipal wastewater treatment plant. Lessee is responsible for the management and control of, and be responsible for cleaning the drainage catch basin. Lessee authorizes Lessor to take any necessary action to correct a problem at Lessee's expense when Lessee has failed to comply with any requirement of this Lease.

Lessee assumes responsibility for acts or omissions of Lessee, or agent of Lessee, that arise out of Lessee's use of the Premises. Lessee's responsibility under this provision may survive the term of the Lease, if it is relative to Lessee's use of the Premises.



Further, the Lessee agrees to have an outside chemical disposal service pick up and properly dispose of any solvents and waste oil, if any, no less than once a month or more often, if warranted, to prevent accumulated amounts of same. The Lessee assumes responsibility for any above ground waste oil or solvent container(s), if any, and further agrees to assess the condition of above ground waste oil container(s), if any, and surrounding soil annually and at the conclusion of this Lease Agreement at Lessee's sole cost and expense.

Lessee shall at its own expense procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Lessee's use of the Premises.

12. **MAINTENANCE, REPAIRS, ALTERATIONS**: Lessee accepts the Premises "AS IS", and Lessor shall have no responsibility to make any repairs to or alterations of the Premises, except as provided, if at all, in Section 32 hereof, Special Provisions. Lessor assumes responsibility for repair and replacement of the roof, exterior walls and structural foundations of the building. The Lessor will, at Lessor's expense, have the heating and air-conditioning system serviced prior to Lessee's possession of the Premises, if such servicing is reasonably necessary. Provided Lessee shall maintain a maintenance contract, provide a copy of said contract to Lessor, as approved in writing by Lessor, respecting the heating, ventilation, and air-conditioning system for the Premises, Lessor shall also make necessary major repairs or replacements to such systems. The Lessee, at Lessee's expense, will keep the Premises in good order, condition, and repair the Premises and every part thereof, including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, electrical and lighting facilities and equipment within the Premises, fixtures, interior walls and interior surface of exterior walls, ceilings, windows, doors, plate glass, showcases, skylights, entrances and vestibules located within the Premises and all sidewalks, grounds, fences, and signs located in the areas which are adjacent to and included with the Premises, unless otherwise stipulated under special provisions. If Lessee fails to perform Lessee's obligations under this section, Lessor may at Lessor's option enter upon the Premises and put the same in good order, condition and repair, and the cost thereof shall be due and payable as additional rent to Lessor together with Lessee's next rental installment.

At the end or other termination of this Lease, Lessee shall surrender and deliver up the Premises to Lessor in the same condition as received, broom clean, damage or deterioration by reasonable wear and tear and acts of God excepted. Lessee specifically but without limitation agrees to correct any environmental damage due to Lessee's use of the Premises. If Lessee does not make the necessary repairs, Lessor has the right to enter the Premises and have any needed repairs done at Lessee's expense.

Lessee shall not, without Lessor's prior written consent, (except for non-structural alterations, not exceeding \$500.00 in cost) make any alterations, improvements, additions, utility installations, (including power panels) in, on or about the Premises, however, said consent shall not unreasonably be withheld by Lessor. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanic's or material-man's lien against the Premises or any interest therein, Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work on the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law. All alterations, improvements, additions or fixtures, other than Lessee's trade fixtures, which may be made in or on the Premises, shall become the property of the Lessor and shall remain upon and be surrendered with the Premises at the expiration of the lease term, unless otherwise mutually agreed to in writing by both parties.

13. **INSURANCE**: Lessor and Lessee shall at all times maintain general liability insurance with policy limits of not less than **ONE MILLION and NO/100 DOLLARS (\$1,000,000.00)**. The policy limits shall not be less than **FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000.00)**, for any one incident. Lessee shall provide Lessor with a Certificate of Insurance showing coverage in effect, and showing Lessor as additionally insured and a Certificate Holder, and any failure by the Lessor in requesting a current Certificate does not constitute a waiver of, or relieve the continuing obligation of Lessee to submit



copy of said Certificate of Insurance. Lessor and Lessee shall insure their respective properties against fire and casualty loss. The Lessee shall comply with all federal, state, and local financial responsibility requirements pertaining to the operation of underground storage tanks or any other type of handling of hazardous or regulated substances. The Lessor shall be named as co-insured on any environmental insurance policy that may be used to satisfy the financial responsibility requirements. Lessee cannot cancel any financial responsibility mechanism upon the conclusion of this Lease until all environmental test results have been evaluated and any required remedial action has been performed.

14. **SUBORDINATION AND NON-DISTURBANCE**: This Lease and all rights of Lessee hereunder, shall be and are hereby subordinate in all respects to the lien or charge of any mortgage, deed of trust, deed to secure debt and/or other security interest (any of the foregoing, a "Security Interest") granted or conveyed with respect to the Property or any portion thereof to the holder of any such Security Interest, whether now existing or hereafter be placed on or affecting the Property or Lessor's interest or estate therein, and to each advance made and/or hereafter to be made under any such Security Interest, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefore, provided Lessee in return shall receive a reasonable Non-disturbance Agreement from the entity requesting said subordination, and Lessee shall agree to attorn to said party. In confirmations of such subordination, Lessee shall and hereby agrees to promptly execute and deliver any certificate, statement or subordination agreement acknowledging or confirming such subordination that Lessor and/or any benefited party under the Security Interest, together with respective successors and assigns, may request. Notwithstanding the foregoing, however, it is agreed that the provisions of this Section 14 are self-operative and that no such certificate, statement or subordination agreement shall be necessary in order to effect the subordination of this Lease to the lien of the Security Instrument. Lessee also agrees that at the request of Lessor, Lessee shall provide any third party with a reasonable estoppel certificate confirming the terms and conditions of this Lease and certifying as to the status of the Agreement. Lessee acknowledges that the terms of this Section 14 are material provisions of this Lease and that the breach of this Section 14 by Lessee shall constitute a material breach of this Lease.

15. **LESSOR'S LIEN**: In addition to any statutory lien for rent in Lessor's favor, Lessor shall have and Lessee hereby grants to Lessor, a continuing security interest for all rentals and other sums of money becoming due hereunder from Lessee, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Lessee situated on the premises subject to this Lease and such property shall not be removed therefrom without the consent of Lessor until all arrearage in rent as well as any and all other sums of money then due to Lessor hereunder shall first have been paid and discharged. Products of collateral are also covered. In the event of a default under this Lease Lessor shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to Lessee, Lessee hereby agrees to execute such financing statements and other instruments necessary or desirable in Lessor's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Lessor and Lessee agree that this Lease and security agreement serves as a financing statement and that a copy or photograph or other reproduction of this portion of this Lease may be filed of record by Lessor and have the same force and effect as the original. This security agreement and financing statement also covers fixtures located at the premises subject to this Lease and legally described in Exhibit "A", attached hereto and incorporated herein by this reference, and is to be filed for record in the real estate records. The record owner of this property is the Lessee unless otherwise designated in writing to Lessor. Lessee warrants that the collateral subject to the security interest granted herein is not purchased or used by Lessee for personal, family or household purposes.

16. **WAIVER OF SUBROGATION RIGHTS**: Neither the Lessor nor the Lessee shall be liable to the other for loss, either direct or consequential, arising out of damage to or destruction of the Premises, the building or improvement of which the Premises are a part, or the contents of any thereof, when such loss is



caused by an act of God or any of the perils which are or could be included within or insured against by a form of property insurance. All such claims for any and all loss however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either party or by any of their respective agents, servants or employees. It is the intention and agreement of both parties that the rental reserved by this Lease have been fixed in contemplation that each party shall look to this respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this Lease. Neither party shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint insured.

17. **DAMAGE OR DESTRUCTION-REPAIRS AND RESTORATION:** If Premises shall be destroyed or be so damaged by fire or otherwise as to make the Premises untenable for the Lessee's purposes and that the Lessor cannot make repairs within _____ days under the laws and regulations of the State, County, or Municipal Authorities, this Lease may be terminated at the option of either party upon delivery of written notice thereof to the other party within _____ days of the triggering event or a mutually agreed upon longer period. If the Lease is not terminated, Lessee shall receive an abatement on rent for the time that the Premises are unfit for occupancy.

Damage Near End of Term: If the Premises are destroyed or damaged during the last ____ months of the term of this Lease, the Lease may be terminated at the option of either party as of the date of occurrence of such triggering event.

18. **NOTICE:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have heretofore specified by written notice delivered in accordance herewith:

LESSOR:

_____, _____
() _____ - Office
() _____ - Cell
() _____ - FAX
_____ - Email

LESSEE:

_____, _____
() _____ - Office
() _____ - Cell
() _____ - FAX
_____ - Email

If the address, email address or phone number where either party may be contacted is changed, such party will immediately notify the other party of the change in writing.

19. **INDEMNITY:** The Lessee will indemnify, defend (by counsel acceptable to Lessor), protect and save harmless the Lessor and each of Lessor's partners, directors, officers, employees, agents, attorneys, successors, affiliated companies and assigns from and against any and all liability, damage, expense, causes



of action, suits, claims and judgments arising from injury of persons or personal property on the Leased Premises, or upon the adjoining sidewalks, parking areas, access and service roads and other facilities unless the fault or negligence of the Lessor or its partners, directors, officers, employees, agents, attorneys, successors, affiliated companies or assigns, shall have been the cause of such injury or damage.

Lessee shall indemnify, defend (by counsel acceptable to Lessor), protect and hold harmless Lessor, and each of Lessor's partners, directors, officers, employees, agents, attorneys, successors, and affiliated companies and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including, without limitation, diminution in the value of the Premises, the building, or the real property, damages for the loss or restriction on the use of rentable or useable space or of any amenity of the Premises, the building, or the real Property), cost, or expenses (including attorney's fees, consultant fees, and expert fees) for the death of or injury to any person or damage to property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence in, on, under, or about the Premises, the building, or the real property, or any discharge or release in or from the Premises, the building, or the real property, of any hazardous or regulated substances or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge, or generation of hazardous or regulated substances to, in, on, under, about, or from the Premises, the building, or the real property, or (b) Lessee's failure to comply with any hazardous or regulated substance's law. Lessee's obligations under this section shall include, without limitation and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of site conditions, and any and all costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Premises, the building, or the real property (including, without limitation, the soil and ground water on or under the real property), and the preparation and implementation of any closure, remedial action, or other required plan in connection therewith. Lessee is not responsible for conditions that were identified during the initial environmental assessment. Lessee's obligations under this section shall survive the expiration or earlier termination of the term of the Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of the Lessee, or the employees, agents, assignees, contractors, or subcontractors of Lessee or others acting for on behalf of Lessee (whether or not they are negligent, intentional, willful, or unlawful), shall be strictly attributable to Lessee.

20. **PERSONAL PROPERTY**: All personal property in the Premises shall be and remain at the Lessee's sole risk, and the Lessor shall not be liable for any damage to or loss of such personal property arising from acts of negligence of any other person or from any buildings, fixture or equipment or any cause whatsoever, nor shall the Lessor be liable for any injury to the Lessee or any other person in or about the Premises.

21. **ASSIGNMENT, SUBLETTING**: Lessee agrees not to transfer or assign this Lease or sublet the whole or part of the Premises without the prior written consent of the Lessor, who shall have the option of holding the Lessee fully liable under this Lease. Written consent of the Lessor shall not be unreasonably withheld, conditioned or delayed, however, the purposes for which the assignee intends to use the property or an increase in the possibility of a release of a hazardous or regulated substance as a result of the assignment may be a reasonable basis for refusal of the assignment or sublease.

22. **SIGNS**: Lessee shall have the right to erect standard signing identification, related to the business, on the building or elsewhere on the Premises, where first approved in writing by Lessor, subject to Lessor's standards for the Center and any applicable governmental laws, ordinances, regulations or other requirements. Lessee shall maintain all signs installed on the Leased Premises in good condition and repair at all times. Lessee shall, at its own expense, remove all signs at the termination of this Lease and repair any damage caused by removal. Such installations and removals shall be made in such a manner as to avoid injury, defacement, or overloading of the building and other improvements.



23. **CONDEMNATION**: If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose herein leased, be condemned by any legal constituted authority for any public use or purpose, then in either of the said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessor nor Lessee shall have any rights in any award made to the other by any condemnation authority.

24. **DEFAULT**: The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee: (a) The release of a hazardous or regulated Substance due to the Lessee's activities on the Premises. (b) The vacation or abandonment of the Premises by Lessee for a period of twenty (20) days or longer. (c) The failure by Lessee to make any payment of Base Rent, Additional Rent, or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee. (d) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, (where such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee: provided, however, that if the nature of Lessee's default is such that more than ten (10) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to its completion. (e) (I) the making by Lessee of any general assignment, or general arrangement, for the benefit of creditors; (II) filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy; (III) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, or (IV) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or Lessee's interest in this Lease.

25. **REMEDIES**: In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default or breach: (a) immediately re-enter and remove all persons and property from the Premises, storing property in a public warehouse or elsewhere at Lessee's expense without liability on the part of the Lessor. (b) Should Lessor elect to re-enter as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or Lessor may from time to time, without terminating this Lease, re-let the Premises, or any part thereof for the account of Lessee either in Lessor's name or otherwise, upon such terms and conditions and for such period (whether longer than the balance of the term hereof or not as Lessor may deem advisable) either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rents received on any such re-letting during the balance of the term of this Lease or any part thereof shall be applied first to the expenses of re-letting and collecting, including necessary renovation and alteration of the Premises and a reasonable attorney's fee and any real estate commission actually paid, and, thereafter, toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency and Lessor may sue therefore as each monthly deficiency shall arise; such monthly deficiencies shall be paid punctually when due, as herein provided, notwithstanding the fact that Lessor may have received rental in excess of the monthly rental herein stipulated in previous months, and notwithstanding the fact that Lessor may thereafter receive monthly rental in excess of the monthly payments herein specified during subsequent months. No re-entry or taking possession of the Premises shall terminate this Lease unless written notice of such intention is given to Lessee. (c) Collect by suit or otherwise each installment of rent or other sum as it becomes due or enforce by suit or otherwise any covenant or condition or term of this Lease required to be performed by Lessee. (d) Terminate this Lease in which event Lessee agrees to immediately surrender possession of the Premises and to pay Lessor all damages Lessor may incur by reason of Lessee's default including the cost of recovering possession of said Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent



and charges equivalent to the rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of said term.

26. **HOLDOVER:** Except as may otherwise be expressly provided in Section 5A hereof, it is agreed and understood that any holding over by the Lessee of the premises at the expiration of this Lease shall operate and be construed as a tenancy from month to month, and if Lessee is holding over against the will of the Lessor, Lessee shall be liable for rent at _____ % the current monthly Rent, and Lessee shall be liable to Lessor for all loss or damage on account of any such holding over after the termination of this Lease, whether such a loss or damage may be contemplated at this time or not. This provision does not waive the Lessor's right to take possession of the Premises at the termination of the rental period.

27. **WAIVER:** No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent acts by Lessee.

28. **ENTRY:** The Lessor or his representative shall have the right to enter the Premises at all reasonable times to inspect and examine the demised Premises and to make alterations, changes, or repairs to the Premises as are herein required or as Lessor may deem necessary for the preservation of the Premises. Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

29. **THE AMERICANS WITH DISABILITY ACT:** Title III of the Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities by public accommodations and in commercial facilities. Lessee is solely responsible for ensuring that Lessee's activities on the premises are in compliance with the ADA. Further, Lessee is renting the Premises "AS IS" and Lessor shall have no responsibility to make any repairs or alterations to the premises to comply with the ADA.

30. **MISCELLANEOUS PROVISIONS:**

30.1 Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association. If there be more than one Lessee or Lessor, the obligations imposed under this Lease upon Lessee or Lessor shall be joint and several.

30.2 This instrument contains all the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest.

30.3 Time is of the essence of each term and provision of this Lease.

30.4. The terms, provisions and covenants and conditions contained in this Lease, shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

30.5 If either party, to this Lease, brings an action to enforce the terms, hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

30.6 This Lease shall be governed by, and construed in accordance with, the laws of the state I which the Premises is located.

31. **GUARANTY OF LESSEE'S OBLIGATIONS:**

No third party guarantor of this Lease and Lessee's obligations hereunder is required.

In consideration of Lessor leasing the Premises to Lessee as provided herein, _____ ("Guarantor") shall be personally liable for the obligations of the Lessee hereunder, in accordance with the terms of a separate Lease Guarantee.



32. **SPECIAL PROVISIONS:** Special provisions, if any, of this Lease are attached hereto and are made a part hereof.

33. **FORCE MAJEURE:**

- No Force Majeure clause applies to this Lease
- The following Force Majeure clause applies to this Lease: Any timeframe for performance under this Lease (whether by Lessor or Lessee), but expressly excluding any obligation to pay Base Rent or Additional Rent, is subject to extension if an extraordinary event occurs (such as war, riot, epidemic, pandemic, strike or severe storm) which event prevents either or both parties from performing its respective obligations under this Lease. Such extension of time for performance shall be equal in duration to the duration of such foregoing force majeure event.

IN WITNESS WHEREOF, the undersigned parties have executed this Lease, as of the Reference Date set forth above.

LESSOR:

WITNESS

By:
Its:

LESSEE:

WITNESS

By:
Its:



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