

COMMERCIAL OFFICE LEASE AND DEPOSIT RECEIPT

TO _____, hereinafter referred to as the LESSOR
 RECEIVED FROM _____ hereinafter referred to as the LESSEE, the sum of
 \$ _____ (_____ Dollars), as a deposit,
 evidenced by _____ which upon acceptance of this lease, shall belong to Lessor and shall be applied as
 follows:

	<u>RECEIVED</u>	<u>DUE</u>
Rent for the period from _____ to _____	\$ _____	\$ _____
Last month's rent.....	\$ _____	\$ _____
Security Deposit.....	\$ _____	\$ _____
Other.....	\$ _____	\$ _____
Total.....	\$ _____	\$ _____

In the event that the Lessor does not accept this lease within _____ business days, the total deposit received shall be refunded.

Lessee hereby offers to lease from Lessor the premises situated in the city of _____,
 County of _____, State of _____, described as _____,
 Suite No. _____ upon the following TERMS and CONDITIONS:

1. **TERM:** The term hereof shall commence on _____, 20____, and expire on _____, 20____.
2. **RENT:** The total rent shall be \$ _____, paid in equal monthly installments of \$ _____ as follows: Rent is due and payable the 1st day of each month; if not paid by the 5th calendar day of the month, a late charge of \$50.00 shall become due and payable as additional rent. All rents shall be paid to Owner or his authorized agent, at the following address: _____ or such other places as may be designated by Owner from time to time.
3. **USE:** The premises are to be used for the operation of _____ and for no other purpose, without prior written consent of Lessor.
4. **USES PROHIBITED:** Lessee shall not use any portion of the premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premises.
5. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate the lease.
6. **ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof. Lessee shall be responsible for all compliance with the American Disabilities Act within their space.
7. **MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Maintenance, janitorial and utilities of common areas shall be Lessor's responsibility. Janitorial inside Lessee's suite shall be Lessee's responsibility. No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least (two) 2 days written notice in order that the Lessor may post appropriate notices to avoid any liability for liens.
8. **ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "for Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. **INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to Lessee, or any other

person, or to any property, occurring on demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

10. POSSESSION: If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ days of the commencement of the term hereof.

11. INSURANCE: Lessee, at his expense, shall maintain plate glass, public liability and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: _____

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional Insured. The certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

To the maximum extent permitted by insurance policies, which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.

12. UTILITIES: Landlord shall be responsible for the payment of the following utilities/services to the premises:
 Electric Gas Water Trash Sewer Cable TV Telephone Other: _____

Tenant shall be responsible for the payment of the following utilities/services delivered to the leased premises:
 Electric Gas Water Trash Sewer Cable TV Telephone Other: _____

13. SIGNS: Lessor reserves the exclusive right to the roof, side and rear walls of the premises. Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor.

14. ABANDONMENT OF PREMISES: Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

15. CONDEMNATION: If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Lessor may at his option, terminate this lease as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided however, that Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.

16. TRADE FIXTURES: Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

17. DESTRUCTION OF PREMISES: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forth with repair the same, provided that such repairs can be made within (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60)) days, this lease may be terminated at the option of either party.

In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof. Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

In the event of any dispute between Lessor and Lessee with respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

18. INSOLVENCY: In the event that a receiver shall be appointed to take over business of the Lessee, or in the event that the Lessee shall make a general assignment for the benefit of creditors, or Lessee shall take or suffer any action under any insolvency or bankruptcy act, the same shall constitute breach of his lease by Lessee.

19. REMEDIES OF OWNER ON DEFAULT: In the event of any breach of this lease by Lessee, Lessor may, at his option, terminate the lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the lessee proves could have been reasonably avoided; (c) the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result there from.

Lessee may, in the alternative, continue this lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said breach continues, Lessor may at any time thereafter, elect to terminate the lease.

Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

20. SECURITY: The security deposit set forth above, if any, shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the Security Deposit in payment of the last month's rent.

21. ATTORNEYS FEES: In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

22. WAIVER: No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

23. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

24. HOLDING OVER: Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy at a rental of \$ _____, otherwise in accordance with the terms hereof, as applicable.

25. TIME: Time is of the essence of this lease.

26. HEIRS, ASSIGNS, and SUCCESSORS: This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

27. TAX INCREASES: In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate of valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____ % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. Adjustments shall be made in this same manner for increases in property insurance.

28. PARKING: _____

29. COMMON AREAS: The following areas shall be available to the Lessee as a no smoking area on and "As Available" basis, or for other uses as the Lessor may designate: _____

30. ENTIRE AGREEMENT: The following constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: _____

The undersigned Lessee hereby acknowledges and personally guarantees the performance of the terms and conditions of this agreement and acknowledges a receipt of a copy hereof.

Owner/Agent

Lessee

Date

Date