**COMMERCIAL LEASE AGREEMENT FOR CALIFORNIA**

This COMMERCIAL LEASE AGREEMENT FOR CALIFORNIA (hereinafter the **"Agreement"**) is entered into on September 19, 2019 by and between ABC Ventures (hereinafter **"Landlord"**) and Chevron Richmond Refinery (hereinafter **"Chevron Richmond Refinery"**) (each a **"Party"** to this Agreement and collectively the **"Parties"**).

**WITNESSETH:**

**WHEREAS,** Landlord manages certain real property situated at 222 First Street, San Francisco, California 94011 (hereinafter referred to as the **"Premises"**);

**WHEREAS,** The Parties desire that Chevron Richmond Refinery lease the Premises from Landlord upon the terms and conditions as contained herein;

**NOW, THEREFORE,** for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. **DEFINITIONS**
   1. An "**Alteration**" means any change or improvement to the physical structure or materials comprising the Premises besides mere decorative changes that can quickly and easily be restored to their original states.
   2. "**Common Areas**" means those areas on the property that are not leased to individual Chevron Richmond Refinerys and are available for use by all Chevron Richmond Refinerys and other occupants of the property and Landlord maintains control and responsibility over.
   3. A "**Fixture**" means a moveable item of personal property (a chattel), including trade fixtures, that becomes part of the property by reason of being attached thereto and cannot easily be removed without damaging or requiring repair of the property.
   4. "**Furnishings**" means all Fixtures, appliances, furniture, and other personal property upon the Premises during the term of this Agreement and provided or owned by Landlord, if any.
   5. "**Normal wear and tear**" means deterioration that occurs when the Premises or any of its Furnishings is used as intended, without negligence, carelessness, accident, or abuse by Chevron Richmond Refinery or Chevron Richmond Refinery's agents, guests, licensees, invitees, subChevron Richmond Refinerys, assignees, or successors.
2. **TERM.** This Agreement is for the leasing of the above-described Premises for a fixed term beginning at 12:00 noon on October 31, 2019 and ending at 11:59 PM on October 31, 2020. Chevron Richmond Refinery may take possession prior to the beginning of the term only upon receiving prior consent from Landlord.
3. **RENT.** Chevron Richmond Refinery agrees to pay Landlord rent in the amount of two thousand dollars ($2,000) due on or before the first day of each month. The first rental payment will be due on November 1, 2019. The total rent due for the entire term of this Agreement is twenty-four thousand dollars ($24,000). All rental payments will be made as set forth below on or before the due date and without notice, demand, setoff, or abatement. Please be advised that any payments lost in the mail or otherwise late by no fault of Landlord will be treated as if unpaid until received. Landlord will receive any payments due under this Agreement at the following location(s):   
      
   **TO:** ABC Ventures   
   **ADDRESS:** 111 Main Street   
   San Francisco, California 94011
4. **PAYMENT METHODS ACCEPTED.** Landlord reserves the right to change the payment methods accepted at any time by giving notice to Chevron Richmond Refinery. Landlord accepts payment of any amounts that may become due under this Agreement by the following methods of payment:
   1. Check
   2. Wire transfer
   3. Cashier's check
5. **LATE FEE.** In the event that any rental payment required to be paid by Chevron Richmond Refinery under this Agreement is not made within fifteen (15) days after the due date has passed, in addition to the rental payment due, Chevron Richmond Refinery will pay Landlord a nonrefundable late fee amounting to 2% of the rent due.
6. **DISHONORED PAYMENTS; NON-SUFFICIENT FUNDS.** Chevron Richmond Refinery will be liable for a nonrefundable sum of two hundred fifty dollars ($250) for each payment Landlord receives that is dishonored by a banking institution (also known as "bouncing" a payment).
7. **KEYS.** Landlord may charge Chevron Richmond Refinery a reasonable, nonrefundable lost key fee for each key lost by Chevron Richmond Refinery that Landlord must replace during or at the termination of the tenancy.
8. **KEEPING ANIMALS.** Chevron Richmond Refinery may not keep any animals on the Premises without Landlord's prior written consent. Any nonrefundable animal deposit received by Landlord, if applicable, will be used upon the termination or expiration of this Agreement for the purposes of cleaning or repairing damage caused by a animal in the unit or Common Areas of the Premises. The rules in this paragraph may be changed at a later time by written agreement between Landlord and Chevron Richmond Refinery.
9. **SMOKING POLICY.** No smoking of any substance is allowed on the Premises without Landlord's prior written consent. Smoking in Common Areas is permitted only if posted signage creating designated smoking areas is present.
10. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Chevron Richmond Refinery will deposit with Landlord the sum of two thousand dollars ($2,000) (the **"security deposit"**), receipt of which is hereby acknowledged by Landlord, to ensure the faithful performance of the terms of this Agreement and as security for any damage caused to the Premises or any fixtures, appliances, Furnishings, and personal property not owned by Chevron Richmond Refinery that are upon or in the Premises. Landlord may use the security deposit in any manner permitted by state law, including, without limitation, for any damage other than normal wear and tear to the Premises, the building and its Furnishings, or the Common Areas; for any rent or other amounts owed pursuant to this Agreement; and for Chevron Richmond Refinery's breach of any provision of this Agreement. In the event that Chevron Richmond Refinery owes monetary damages exceeding the value of the security deposit, Landlord will not be limited to the security deposit funds and Chevron Richmond Refinery will continue to remain liable for any outstanding amounts.
    1. **Return.** The security deposit, less any required deductions, will be returned to Chevron Richmond Refinery upon the termination of this Agreement in accordance with state law. Landlord will hold the security deposit and any possible interest that may accrue at the following location: ABC Bank San Francisco Branch. Chevron Richmond Refinery may not use the security deposit for rent owed during the term of the Agreement or for any other sum due under the Agreement. Without limitation on the foregoing, the return of Chevron Richmond Refinery's security deposit is subject to the following conditions: a) All rent and any other amounts owed have been paid in full, b) All Chevron Richmond Refinery's personal property has been removed, and c) The entire Premises under Chevron Richmond Refinery's control has been professionally or thoroughly cleaned.
11. **UTILITIES.** Chevron Richmond Refinery is responsible for arranging and paying for all utilities required on the Premises, including all related costs and transfer fees. Chevron Richmond Refinery must promptly transfer any needed utilities into Chevron Richmond Refinery's name upon occupying the Premises. The Party responsible for paying any particular utility or service will not be liable for failure to furnish the utility or service when the cause of such failure is beyond that Party's control. Should Landlord cause an interruption in water, sewer, gas, or electric, or an interference with the restoration of such utilities, for a period lasting beyond forty-eight (48) hours, rent will be abated for each day the interruption or interference continues beyond such forty-eight (48)-hour period.
12. **USE OF PREMISES; OCCUPANTS.** The Premises must only be used and occupied by Chevron Richmond Refinery and Chevron Richmond Refinery's employees, agents, contractors, invitees, guests, servants, visitors, licensees, or subChevron Richmond Refinerys. During the term of this Agreement, the Premises will be used solely for carrying on Chevron Richmond Refinery's Technology Company business and ancillary uses thereto in compliance with applicable laws, bylaws, and regulations relative to the Premises and to the business conducted thereon (the "**Permitted Use**"). Chevron Richmond Refinery must obtain Landlord's prior written consent to use the Premises for any use not considered a Permitted Use. Chevron Richmond Refinery will carry on business under its current name and will not change its name without the prior written consent of Landlord. If Chevron Richmond Refinery's business requires opening the Premises to the public, then the Premises must be fully furnished, stocked, staffed, and organized as of the date of opening and remain so throughout the remainder of the term. Chevron Richmond Refinery must continually occupy and use the entire Premises in conducting its business in a reputable manner and on such days and during such hours as agreed upon with Landlord. Furthermore, Chevron Richmond Refinery must not allow others to occupy or use the Premises or any part thereof for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. Chevron Richmond Refinery must conduct all business in compliance with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises, and must promptly comply with all orders, regulations, requirements, and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises and its contents, for the prevention of fire or other casualty, damage, or injury, at Chevron Richmond Refinery's own cost and expense. Chevron Richmond Refinery is responsible for contacting Landlord, local authorities, a licensed attorney, or the owners association, if any, regarding any laws and regulations that it may have questions regarding.
13. **CONDITION OF PREMISES.** Chevron Richmond Refinery stipulates, represents, and warrants that Chevron Richmond Refinery has examined the Premises, and that the Premises and any Furnishings thereon are at the time of this Agreement in good order, repair, and in a safe, clean, and Chevron Richmond Refineryable condition. Chevron Richmond Refinery will give Landlord written notice, including photographic and/or video evidence, within five (5) days after the beginning of the agreement of any portion of the Premises found to not be in such good condition. Landlord reserves the option of incorporating a Move-In/Move-Out Inspection Checklist within this timeframe to serve as evidence of the condition of the Premises at move-in and move-out.
14. **ASSIGNMENT, SUBLETTING, AND RELEASE.** Chevron Richmond Refinery may not assign this Agreement or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Chevron Richmond Refinery's assignment or subletting will not relieve Chevron Richmond Refinery of any right or obligation hereunder unless Landlord signs a written release to such effect. Consent by Landlord to one such assignment, subletting, or license will not be deemed to be consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law will be absolutely null and void and will, at Landlord's option, terminate this Agreement.
15. **FURNISHINGS; LANDLORD'S PROPERTY.** Unless otherwise agreed by Landlord in a signed writing, all Furnishings and other property owned by Landlord or provided to Chevron Richmond Refinery by Landlord, if any, will remain Landlord's property at all times, whether or not such property is existing upon the property at the start of this Agreement. Chevron Richmond Refinery agrees not to damage or misuse any Furnishings or other property owned or provided by Landlord and to return all such property to Landlord at the termination of this Agreement.
16. **FIXTURES AND ALTERATIONS.** Chevron Richmond Refinery may not add or remove any Fixtures or Alterations on the Premises without the prior written consent of Landlord. Landlord will give consent in a timely manner so as to not disrupt Chevron Richmond Refinery's business operations, and such consent may not be unreasonably withheld. If Chevron Richmond Refinery adds or removes a Fixture or Alteration with Landlord's consent, Chevron Richmond Refinery is responsible for repairing any damage to the Premises that may occur as a result of such addition or removal. Landlord reserves the right to require that Chevron Richmond Refinery remove any Fixtures or Alterations installed by Chevron Richmond Refinery from the Premises upon the termination of this Agreement. Unless otherwise agreed in writing with Landlord, all of Chevron Richmond Refinery's Fixtures, Alterations, or personal property remaining on the Premises after the termination of this Agreement will become the property of Landlord at the termination of the Agreement—as such, **Chevron Richmond Refinery will pay the cost of removal of any such property so remaining on the Premises.** Examples of Fixtures include, without limitation, attached shelves, lighting, curtains, blinds, booths, bars, fences, sign posts, trees, and shrubs. Examples of Alterations include, without limitation, altering the surfaces of the Premises in any way (for example painting, wallpapering, carpeting, or changing the material of the flooring) or performing any structural alterations (for example adding or removing walls, adding or removing windows or doors, changing the material of any facade or flooring, or adding or removing support beams).
17. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Chevron Richmond Refinery upon the commencement of the rental term, through no fault of Landlord or its agents, then Landlord or its agents will have no liability, but the rental payments herein provided will abate until possession is given. Landlord or its agents will have thirty (30) days to give possession, and if possession is tendered within such time, Chevron Richmond Refinery agrees to accept the demised Premises and pay the rent due starting from the date possession is tendered. In the event that possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder will terminate.
18. **CHEVRON RICHMOND REFINERY CONDUCT AND RESPONSIBILITIES.** Unless otherwise stated, Chevron Richmond Refinery will, at its sole expense, keep and maintain the Premises in good and sanitary condition and repair during this Agreement and any renewal thereof. Excessive damage to the Premises by Chevron Richmond Refinery, invitees, agents, or guests is grounds for Landlord to evict Chevron Richmond Refinery. Chevron Richmond Refinery's responsibilities include, without limitation, the following items, and any departure therefrom requires Landlord's prior written consent:
    1. Keeping all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair
    2. Not building any fires or using grills on the Premises except in areas designated for such purposes by Landlord
    3. Not obstructing or covering the windows or doors
    4. Not tampering or disabling any smoke detectors installed on the Premises, and contacting Landlord for instructions on how to proceed should any smoke detectors become disabled or need new batteries
    5. Not altering, rekeying, or installing any locks on the Premises, or painting or wallpapering the Premises
    6. Not using or possessing any liquid-filled furniture, including, but not limited to, waterbeds and aquariums, on the Premises
    7. Not permitting waste matter of any kind to accumulate on the Premises or in the Common Areas
    8. Keeping all air conditioning filters on the Premises clean and free from dirt and debris
    9. Keeping all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and using the same only for the purposes for which they were constructed
    10. Maintaining order at all times and at all places on the Premises and Common Areas, and not making or permitting others to make any loud or improper noises, disturb other Chevron Richmond Refinerys, or otherwise create a nuisance by interfering with the quiet enjoyment of other Chevron Richmond Refinerys or those in the surrounding area
    11. Notifying Landlord of any damage or of any situation that may significantly interfere with the normal use of the Premises or property furnished by Landlord
    12. Keeping all radios, television sets, stereos, etc. turned down to a level of sound that does not annoy or interfere with other Chevron Richmond Refinerys or persons on adjacent properties
    13. **Making all requests concerning security devices in writing**
    14. Abiding by any and all rules and regulations affecting the Premises or the Common Areas appurChevron Richmond Refinery thereto that may be adopted or promulgated by Landlord or other entity having authority over the unit
19. **MAINTENANCE AND REPAIR; LANDLORD RESPONSIBILITIES.** In addition to any responsibilities required by law, Landlord agrees to maintain the Premises in a safe and Chevron Richmond Refineryable condition; facilitate making any repairs required in order for the Premises to be in compliance with applicable building codes, with such costs being borne by Landlord unless the repairs were necessitated by the negligence or intentional acts of Chevron Richmond Refinery; and maintain, repair, and replace, whenever necessary, the heating, plumbing, air conditioning, and electrical systems of the Common Areas.
20. **CHEVRON RICHMOND REFINERY'S RIGHT TO WITHHOLD RENT; OTHER REMEDIES.** Where a repair is the responsibility of Landlord, Chevron Richmond Refinery must notify Landlord with a written notice stating what item needs servicing or repair. Chevron Richmond Refinery must give Landlord a reasonable opportunity to service or repair said item. Chevron Richmond Refinery acknowledges that rent will not be withheld unless a written notice has been served on Landlord at the appropriate location, giving Landlord a reasonable time to fix said item, and Chevron Richmond Refinery has otherwise complied with all applicable procedures required under state law. Under no circumstances may Chevron Richmond Refinery withhold rent. Reasonable notice will in no case be less than thirty (30) days but in emergency situations, Chevron Richmond Refinery will provide notice as soon as possible. Chevron Richmond Refinery may have other remedies available when Landlord fails to repair a problem that materially affects the physical health or safety of an ordinary Chevron Richmond Refinery. These rights include the right to repair and deduct; terminate the Agreement; and obtain a judicial order that Landlord make the repair, reduce the rent, pay Chevron Richmond Refinery damages (including a civil penalty), and pay Chevron Richmond Refinery's court and attorney's fees.
21. **EXCESSIVE DAMAGE TO PREMISES.** Excessive damage to the Premises or any of Landlord's property by Chevron Richmond Refinery, invitees, agents, or guests will be grounds for Landlord to evict Chevron Richmond Refinery. Should a portion of the Premises thereby be rendered unChevron Richmond Refineryable, Landlord will have the option of either repairing such injured or damaged portion or terminating this Agreement. Should a portion of the Premises thereby be rendered unfit for occupancy, Landlord will have the option of either repairing such injured or damaged portion or terminating this Agreement.
22. **OBLIGATION TO NOTIFY.** Upon receiving notice thereof, Chevron Richmond Refinery will immediately notify Landlord of any defects, accidents, events, circumstances, conditions, or hazards on the Premises or any systems thereof that have caused, are causing, or may potentially cause injury or damage to the Premises or any person or property located therein or nearby. Chevron Richmond Refinery will notify Landlord by all instantaneous methods of communication available, including phone, email, mobile texting, fax, in person, or otherwise.
23. **CONSTRUCTIVE EVICTION.** When conditions beyond Chevron Richmond Refinery's control cause the Premises to become wholly unfit for tenancy due to damage by fire, water, nuisance, or other casualty, and Landlord is responsible for remedying those conditions but does not do so within a reasonable time after notification by Chevron Richmond Refinery, Chevron Richmond Refinery may vacate the Premises, terminate this Agreement, and withhold future rent. Chevron Richmond Refinery may also choose to pay a proportionate share of the rent according to the nature and extent of the damage sustained until the Premises has been rebuilt or made fit for the purpose of carrying on Chevron Richmond Refinery's business as conducted before the event causing the Premises to be unfit. Landlord will repay Chevron Richmond Refinery a prorated amount for any rent paid in advance covering the remainder of the period that Chevron Richmond Refinery is constructively evicted.
24. **INSURANCE.** It is acknowledged that, unless otherwise noted, Landlord does not maintain insurance to cover Chevron Richmond Refinery's personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other causes. Landlord is not responsible for any loss or damage to property owned by Chevron Richmond Refinery or Chevron Richmond Refinery's guests or invitees unless resulting from Landlord's intentional or negligent acts. Chevron Richmond Refinery must maintain any and all insurance required by law during the term of the Agreement.
    1. Chevron Richmond Refinery must take out and maintain the following types of insurance:
       1. All-risks insurance, including fire, flood, and earthquake damage, up to the full replacement cost of the Premises
25. **INSURANCE POLICIES.** Chevron Richmond Refinery will provide Landlord with copies of all insurance policies required by this Agreement on the date of commencement of the term or when otherwise agreed in writing. Chevron Richmond Refinery will provide Landlord with thirty (30) days' notice of any potential cancellation or material change that is to occur in an insurance policy required to be maintained by this Agreement. Chevron Richmond Refinery may not cause, allow, or omit to do anything on the Premises or in Common Areas that increases the rate of Landlord's insurance on the Premises or causes Landlord's insurance to become subject to cancellation without prior written consent of Landlord. Without waiving the foregoing statement, upon demand by Landlord, Chevron Richmond Refinery will pay the cost of an increase in such insurance occasioned by reason of Chevron Richmond Refinery's act, allowance, or omission. Chevron Richmond Refinery will also promptly cease and remedy all activity that caused an increase in such insurance. Landlord has the right to terminate this Agreement if Chevron Richmond Refinery's act, allowance, or omission causes a cancellation of Landlord's insurance or causes Landlord's policy to become subject to cancellation.
26. **ENTRY OF PREMISES.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, or improvements as may be deemed appropriate by Landlord or required by law; to supply agreed services; in order to show it to prospective Chevron Richmond Refinerys, purchasers, or lenders; to address an emergency; or as provided otherwise herein. Chevron Richmond Refinery agrees to make the Premises available to Landlord or Landlord's agents for such purposes. At all times Landlord must be provided with the keys, codes, or other items necessary for unlocking all locks and devices permitting entry. Chevron Richmond Refinery further agrees to seek permission from Landlord in writing if Chevron Richmond Refinery seeks to install any security or burglar alarm system and, if granted, to provide instructions on how to disarm such systems in case an emergency entry is required.
    1. **Notice Required.** No advance notice is required for entry if Chevron Richmond Refinery requests maintenance, repairs, or improvements. In the event that Landlord reasonably believes that an emergency exists, such as a fire or serious damage or serious danger to the continued welfare of the Premises, or reasonably believes that the Premises has been abandoned, Landlord will not be required to provide Chevron Richmond Refinery with advance notice before entering the property. In all other situations, Landlord is required to provide reasonable written notice in compliance with state law prior to entry.
27. **SUBORDINATION OF AGREEMENT.** This Agreement and Chevron Richmond Refinery's interest hereunder are and will be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises by Landlord.
28. **LIENS AND ENCUMBRANCES.** Chevron Richmond Refinery must obtain Landlord's written consent prior to causing any work to be done on the property that could result in any lien or encumbrance on an ownership interest in the property, and Chevron Richmond Refinery is responsible for paying the cost of all such work unless otherwise agreed in writing. Chevron Richmond Refinery covenants that it will not cause any liens or encumbrances on the Premises without Landlord's written consent, and will indemnify, defend, and hold Landlord harmless against any claim, loss, or other expense that may arise out of any such materials or services rendered. If any mechanical, construction, or other liens are created or filed against the Premises by reason of labor performed or materials furnished for Chevron Richmond Refinery in the erection, construction, completion, alteration, repair, or addition to any building or improvement, Chevron Richmond Refinery will upon demand, at Chevron Richmond Refinery's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so will entitle Landlord to resort to such remedies as are provided herein in the case of any default of this Agreement, in addition to such as are permitted by law.
29. **TERMINATION; CHEVRON RICHMOND REFINERY'S HOLD OVER.** The tenancy will automatically terminate at the expiration of the term unless the Parties agree otherwise. If Chevron Richmond Refinery remains in possession of the Premises *without* Landlord's consent after the natural expiration of this Agreement, then Landlord may evict Chevron Richmond Refinery by providing the appropriate notice and taking the necessary steps according to state law. If Chevron Richmond Refinery remains in possession of the Premises *with* Landlord's consent after the natural expiration of this Agreement but without signing a new agreement for the Premises with Landlord, a month-to-month tenancy will be automatically created between Landlord and Chevron Richmond Refinery that will be subject to all of the terms and conditions hereof. Landlord will give Chevron Richmond Refinery thirty (30) days' notice if there will be any change in the rental payment amount or frequency in the event of a periodic tenancy. Chevron Richmond Refinery and Landlord may not terminate this Agreement without thirty (30) days' written notice if this becomes a month-to-month tenancy. Failure of Chevron Richmond Refinery to provide appropriate written notice to terminate a month-to-month tenancy will result in Chevron Richmond Refinery's continuing obligation under this Agreement for up to thirty (30) days.
30. **SURRENDER OF PREMISES.** Upon the termination or expiration of the Agreement, Chevron Richmond Refinery must surrender the Premises in the same state and condition as it was at the commencement of this Agreement, except that Chevron Richmond Refinery will not be responsible for damage due to reasonable wear and tear or damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Chevron Richmond Refinery or Chevron Richmond Refinery's invitees, visitors, licensees, or subChevron Richmond Refinerys. Landlord may keep all abandoned property left behind by Chevron Richmond Refinery or remove such property at Chevron Richmond Refinery's expense.
31. **SINGLE NET LEASE.** The parties agree that this Agreement is a single net lease. Chevron Richmond Refinery will pay and be responsible for payment of property taxes. Chevron Richmond Refinery will only pay such taxes based on the portion of the tax period in which Chevron Richmond Refinery occupied the Premises. Chevron Richmond Refinery has the right to contest the taxes assessed in the name of Landlord. In addition, Chevron Richmond Refinery will pay any applicable sales or use taxes that may be levied on the Premises from time to time by the competent government authority. All terms and conditions of this Agreement will be read and interpreted in a manner consistent with this paragraph, notwithstanding any provision, language, or inference to the contrary. If any language in this Agreement contradicts or seems to contradict the terms of this paragraph, the terms of this paragraph will control absolutely.
32. **RENT AND OTHER ADJUSTMENTS TO THE AGREEMENT.** Landlord reserves the right to adjust the amount of the rental payments or any terms under this Agreement upon providing thirty (30) days' notice at the expiration of the rental term by serving Chevron Richmond Refinery with written notice by certified mail. Landlord may make a corresponding adjustment in the security deposit after a rent increase.
33. **QUIET ENJOYMENT.** If Chevron Richmond Refinery remains in compliance with the terms of this Agreement, Landlord covenants that Chevron Richmond Refinery will peacefully and quietly have, hold, and enjoy the Premises. **Note:** Landlord promises to notify Chevron Richmond Refinery in the event that Landlord has applied for a permit to demolish the rental unit or in the event there are outstanding inspection orders, condemnation orders, foreclosure proceedings, or declarations that the property is unfit.
34. **INDEMNIFICATION.** Landlord will not be liable and Chevron Richmond Refinery hereby waives all claims against Landlord for any damage to any property or any injury in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Chevron Richmond Refinery will defend, indemnify, and hold Landlord harmless from and against any and all losses, claims, liabilities, or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury occurring in, on, or about the Premises to the extent that such injury or damage is caused by or arises from any act or omission of Chevron Richmond Refinery, its agents, servants, invitees, or visitors; (b) Chevron Richmond Refinery's failure to comply with any and all governmental laws, ordinances, and regulations applicable to the condition or use of the Premises or its occupancy; or (c) any breach or default on the part of Chevron Richmond Refinery in the performance of this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.
35. **ATTORNEY'S FEES; JURY TRIALS.** In the event any dispute arises between Landlord and Chevron Richmond Refinery concerning this Agreement that results in litigation, the losing Party will pay the prevailing Party's reasonable attorney's fees and court costs, which will be determined by the court and made a part of any judgment.   
       
    It is acknowledged, between the Parties that jury trials significantly increase the costs of any litigation between the Parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, ALL PARTIES WAIVE THEIR RIGHTS TO HAVE ANY MATTER UNDER THIS AGREEMENT SETTLED BY JURY TRIAL.
36. **INTEREST AND COSTS FOR NON-PERFORMANCE.** Until all outstanding monies owed to Landlord are paid in full, Chevron Richmond Refinery will pay Landlord monthly interest and other costs associated suffered by Landlord due to Chevron Richmond Refinery's failure to pay any monies owed under this Agreement as they become due. Interest will be calculated based on the prime rate established by Landlord's bank plus the greater of one percent (1%) per annum and the maximum rate allowed by law.
37. **REIMBURSEMENT.** If Chevron Richmond Refinery fails or refuses to comply with any of the terms and conditions of this Agreement, Landlord may carry out and perform such conditions at the cost and expense of Chevron Richmond Refinery, which amounts will be payable on demand to Landlord.
38. **DEFAULT.** If Landlord determines that Chevron Richmond Refinery is in default of this Agreement, Landlord will provide Chevron Richmond Refinery with the appropriate written eviction notice as specified under state law and under which Chevron Richmond Refinery may have a limited number of days to cure the default unless otherwise excepted or agreed. Chevron Richmond Refinery's sole remedy for default or failure to perform obligations under this Agreement by Landlord is rescission. Unless otherwise agreed in writing, it is a default under this Agreement if any of the following occur: bankruptcy proceedings are instituted by or against Chevron Richmond Refinery's business, a receiver or trustee is appointed to manage all or substantially all of Chevron Richmond Refinery's business estate by reason of insolvency, Chevron Richmond Refinery assigns all or substantially all of Chevron Richmond Refinery's business estate for the benefit of its creditors, or Chevron Richmond Refinery prematurely vacates or abandons the Premises.
39. **NON-WAIVER OF RIGHTS.** Landlord's failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, will not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under agreement by Chevron Richmond Refinery will not be deemed a waiver of such default, nor will it limit Landlord's rights with respect to that or any subsequent right. Notwithstanding any language in this Agreement to the contrary, none of Chevron Richmond Refinery's goods, equipment, Fixtures, or other chattels on the Premises are exempt from levy by Landlord's distress. Chevron Richmond Refinery hereby waives all rights of redemption and relief from forfeiture under law or equity now or hereafter existing that may result from Landlord's exercise of its right of distress.
40. **EXTENDED ABSENCE.** Chevron Richmond Refinery must notify Landlord of an anticipated extended absence from the Premises that will be in excess of seven (7) days; however, the notice may be given as soon as reasonably possible after Chevron Richmond Refinery knows the absence will exceed seven (7) days.
41. **ABANDONMENT; EVICTION.** If at any time during the term of this Agreement Chevron Richmond Refinery abandons the Premises or any part thereof, or if Chevron Richmond Refinery is evicted, Chevron Richmond Refinery will remain liable for any loss of rent for the remainder of the rental term, and Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law without becoming liable to Chevron Richmond Refinery for damages or for any payment of any kind whatsoever. At this point, Landlord may pursue any remedies available at law, include re-letting the Premises for the remainder of the then unexpired term.
42. **MEGAN'S LAW.** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and Zip Code in which he or she resides.
43. **NOTICE.** Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:   
       
    **IF TO LANDLORD SEND TO:**   
    ABC Ventures   
    111 Main Street   
    San Francisco, California 94011   
       
    **IF TO CHEVRON RICHMOND REFINERY SEND TO:**   
    123 Company   
    222 First Street   
    San Francisco, California 94011   
       
    Landlord and Chevron Richmond Refinery each have the right from time to time to change the place of notice by giving the other Party written notice of this change. Chevron Richmond Refinery must immediately notify Landlord or the manager of the Premises in person or at the above address of any emergencies, dangerous conditions, or defects in and about the Premises of which Chevron Richmond Refinery becomes aware.
44. **TELEPHONE NUMBERS.** Chevron Richmond Refinery agrees to notify Landlord within five calendar days of any change in Chevron Richmond Refinery's telephone number.   
       
    **Landlord's Email Address(es):** 123Main@gmail.com   
       
    **Chevron Richmond Refinery's Email Address(es):** 222First@gmail.com
45. **GENERAL TERMS**
    1. **Entire Agreement.** Chevron Richmond Refinery expressly acknowledges and agrees that Landlord has not made and is not making, and Chevron Richmond Refinery in executing and delivering this Agreement is not relying upon, any warranties, representations, promises, or statements, except to the extent that they are expressly set forth in this Agreement. It is understood and agreed that all understandings and agreements of the Parties are merged into this Agreement, which alone fully and completely expresses their agreements.
    2. **Relationship of the Parties.** Nothing contained herein creates any business relationship or any other type of relationship between the parties other than a landlord-Chevron Richmond Refinery relationship.
    3. **Survival of Chevron Richmond Refinery's Obligations.** All of Chevron Richmond Refinery's obligations and covenants arising by or during the term of this Agreement and that are not fulfilled at the termination of this Agreement will survive the termination of this Agreement.
    4. **Modification.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement may not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.
    5. **Severability.** If any provision of this Agreement or the application thereof is held, for any reason and to any extent, invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law.
    6. **Cumulative Rights.** Landlord's and Chevron Richmond Refinery's rights under this Agreement are cumulative and will not be construed as exclusive of each other unless otherwise required by law.
    7. **Joint and Several Liability.** If more than one person signs this Agreement, then the liability of the persons so signing will be joint and several. The language "joint and several" means that if more than one person has signed this Agreement, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Agreement, except where expressly otherwise agreed between Landlord and Chevron Richmond Refinery.
    8. **Binding Effect.** The covenants, obligations, and conditions herein contained will be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto. The obligations of Landlord under this Agreement will not be binding upon Landlord named herein with respect to any period subsequent to the transfer of Landlord's interest in the Premises as owner or lessee thereof, and in event of such transfer said obligations will thereafter be binding upon each transferee of the interest of Landlord.
    9. **Governing Law.** This Agreement will be governed, construed, and interpreted by, through, and under the laws of the State of California.
    10. **Descriptive Headings.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Landlord or Chevron Richmond Refinery.
    11. **Constructions.** The pronouns used herein include, where appropriate, either gender or both, singular and plural. The terms "Landlord" and "Chevron Richmond Refinery" include the singular as well as the plural.
    12. **Non-Waiver.** No indulgence, waiver, election, or non-election by Landlord under this Agreement will affect Chevron Richmond Refinery's duties and liabilities hereunder.
    13. **Time of Essence.** Time is of the essence for this Agreement.
    14. **Force Majeure.** Performance of any obligation under this Agreement by any Party will be excused for the duration of any event or circumstance causing a delay in performance through no fault of the obliged Party, including, without limitation, war; reasonably unforeseen supply shortages; changes in law or regulation; strikes; riots; lock-outs; labor troubles; power outages caused by weather or third parties; and natural events, such as blizzards, torrential rain, or tornadoes.
    15. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representations of that Party's signature.

**Each Party acknowledges that it has read and understood all the terms of this Agreement and hereby agrees to be bound thereby, including any attached schedules, exhibits, or addendums. Chevron Richmond Refinery further acknowledges that it was under no duress in signing this Agreement and had full opportunity to negotiate the terms contained herein and to consult independent counsel.**

**LANDLORD:**

Print: ABC Ventures

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CHEVRON RICHMOND REFINERY:**

Print: 123 Company

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A - LEAD-BASED PAINT DISCLOSURE**

This SCHEDULE A - LEAD-BASED PAINT DISCLOSURE is hereby incorporated into the COMMERCIAL LEASE AGREEMENT FOR CALIFORNIA entered into on September 19, 2019 by and between ABC Ventures (hereinafter **"Landlord"**) and 123 Company (hereinafter **"Chevron Richmond Refinery"**) and associated with the real property situated at 222 First Street, San Francisco, California 94011. All terms used herein are defined according to the Agreement.

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (three times) damages, attorney's fees, costs, and a base penalty up to $11,000 (plus adjustment for inflation). The current penalty is up to $16,000 for each violation.**

**Disclosure for Target Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Buildings built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 buildings, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the building. Chevron Richmond Refinerys must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure to Chevron Richmond Refinery and Real Estate Licensee(s) and Acknowledgment**

1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing or rental period.

2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

□ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the unit.

□ Landlord has knowledge of lead-based paint and/or lead-based paint hazards present in the unit (explain):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Records and reports available to Landlord (check one box below):

□ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the unit.

□ Landlord has provided Chevron Richmond Refinery with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the unit (list documents below):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Chevron Richmond Refinery's Acknowledgment**

4. Chevron Richmond Refinery has read the Lead Warning Statement above and understands its contents.

5. Chevron Richmond Refinery has received the pamphlet "Protect Your Family From Lead in Your Home," has access to it online at http://www.fsa.usda.gov/Internet/FSA\_File/pfflinyhbrochure.pdf, or has received a another similar disclosure.

**Real Estate Licensee's Acknowledgment**

Each Party signing below acknowledges receipt by Chevron Richmond Refinery of the above disclosure.

**The Parties have read and understood all of the above terms and conditions and hereby agree to be bound thereby.**

**LANDLORD:**

Print: ABC Ventures

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CHEVRON RICHMOND REFINERY:**

Print: 123 Company

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Instructions for Your Commercial Lease Agreement**

Our commercial lease agreement offers the best protection for landlords available on the web. This form contains everything you need to quickly and effectively execute a strong agreement. The following instructions provide an overview of some of the key provisions of the agreement.

**Fixed-Term vs. Periodic Tenancy**

When completing the agreement, you will be given the choice between creating a fixed-term or a periodic tenancy agreement. A [fixed-term tenancy](http://help.legalnature.com/27836-residential-lease-agreement/209290-fixed-term-vs-period-tenancies) is simply a tenancy agreement that states that it will end on a specific date in the future, usually about six months or a year from the start of the tenancy. A periodic tenancy has no set end date and usually continues from month to month until one of the parties chooses to terminate the tenancy. Periodic tenancies are less common for commercial properties.

Many states provide fixed-term Chevron Richmond Refinerys different rights than periodic Chevron Richmond Refinerys. This most commonly impacts the Chevron Richmond Refinery's rights upon [terminating the agreement](https://www.legalnature.com/article-center/lease-agreement/what-happens-when-you-need-to-break-your-lease) or being evicted. The proper procedure for canceling a fixed-term or periodic tenancy depends on the terms of the agreement and state law. If you choose to create a fixed-term tenancy, this agreement states that the Chevron Richmond Refinery must provide 30 days' notice of his or her intent not to renew the agreement when it expires.

For fixed-term tenancies, the agreement will automatically expire at the end of the term. If the Chevron Richmond Refinery holds over by staying on the premises and the landlord does not notify the Chevron Richmond Refinery to vacate the unit when the agreement ends, then the agreement will convert to a periodic tenancy and continue on a [month-to-month basis](https://www.legalnature.com/article-center/month-to-month-leases/the-benefits-of-a-month-to-month-lease) until terminated.

If you choose a periodic tenancy, then either the landlord or the Chevron Richmond Refinery may terminate the agreement by serving the appropriate amount of notice in compliance with state law, which is usually 30 days' notice.

**Rental Payments**

This section of your agreement sets out how often rental payments are due. A monthly payment structure is most common. However, you may also choose for rent to be paid weekly, twice per month, every two months, every six months, or once per year.

When specifying the location to where the Chevron Richmond Refinery must make payments, you may add multiple locations as a convenience to the Chevron Richmond Refinery. You may also provide the details for any online payment portal in this section. The same applies when identifying the accepted payment methods. You may allow the Chevron Richmond Refinery to pay via check, cash, direct deposit, wire transfer, credit card/debit card, money order, cashier's check, online, or all of the above. You may also add custom payment methods.

**Property Taxes and Other Expenses**

The agreement allows you to specify whether the Chevron Richmond Refinery is responsible for paying property taxes, building insurance, and maintenance costs. If you select "None of the above," the Chevron Richmond Refinery will not be responsible for these but will still be required to pay any sales or use taxes that could be assessed against the property unless the parties agree otherwise.

**Security Deposit**

Even in the absence of a security deposit, Chevron Richmond Refinerys are still required to pay for any damage they cause to the property. However, it is recommended that the landlord always require Chevron Richmond Refinerys to pay an upfront security deposit equal to at least one month's rent. This will help ensure that the Chevron Richmond Refinery pays for any damage discovered by the landlord at the end of the tenancy and helps avoid costly litigation that would be required to enforce the agreement in court.

The landlord may use the security deposit to repair any damage the Chevron Richmond Refinery causes beyond normal wear and tear to the premises, the common areas, and any Furnishing provided by the landlord. "Normal wear and tear" means deterioration that occurs when the premises or any Furnishing provided are used as intended, without negligence or abuse by the Chevron Richmond Refinery or any of the Chevron Richmond Refinery's guests or subChevron Richmond Refinerys (if permitted).

Lastly, the agreement spells out specific requirements that the Chevron Richmond Refinery must follow in order to have all or part of the [security deposit returned](https://www.legalnature.com/article-center/landlord-and-tenant/how-to-protect-a-security-deposit). Such requirements include the following:

* The full term of the agreement has ended or the agreement has been properly terminated according to its terms
* All rent and outstanding fees or charges have been paid by the Chevron Richmond Refinery
* All utility bills are paid in full
* All keys and other items belonging to the landlord have been returned
* All of the Chevron Richmond Refinery's [personal property has been removed](https://www.legalnature.com/article-center/notice-to-quit/can-you-sell-items-left-behind-by-a-tenant)
* The unit has been thoroughly cleaned

**Subletting**

The Chevron Richmond Refinery may not [sublet](http://help.legalnature.com/27836-residential-lease-agreement/209939-what-is-the-difference-between-a-sublet-and-an-assignment) out the apartment to other occupants without the prior written consent of the landlord. Doing so is grounds for the landlord to terminate the agreement and [pursue eviction](https://www.legalnature.com/article-center/notice-to-quit/3-fundamental-eviction-rules).

**Lead-Based Paint Disclosures**

For properties built before 1978 (i.e. pre-1978 property), federal law requires that the landlord and Chevron Richmond Refinery (and their agents) sign a "Disclosure of Information on Lead-Based Paint," which is included for you. Landlords must keep the signed copy of the "Disclosure of Information on Lead-Based Paint" for at least three years as compliance with the rules. Chevron Richmond Refinerys must also receive the federally approved lead hazard information pamphlet "[Protect Your Family From Lead in Your Home](https://www.hud.gov/offices/lead/library/enforcement/pyf_eng.pdf)" or a similar pamphlet approved for use in your state by the Environmental Protection Agency.

**State and Local Disclosure Requirements**

Often, state and local law have [disclosure requirements](http://help.legalnature.com/27836-residential-lease-agreement/225220-required-landlord-disclosures-by-state) that need to be disclosed before or at the signing of the [rental or lease agreement](http://help.legalnature.com/27836-residential-lease-agreement/209291-what-is-the-difference-between-a-lease-and-a-rental-agreement) (note that some of the required disclosures listed here only apply to residential units). Landlords are often required to disclose serious problems that affect the rental unit's fitness for tenancy, any code violations, mold or flood zone warnings, radon warnings, carbon monoxide and asbestos disclosures, the presence of a methamphetamine laboratory or a flood at the unit prior to the Chevron Richmond Refinery's occupancy, whether the property is located in a military zone, and local rent control rules. When in doubt, it is always best to disclose these and similar issues. Especially if the property is covered by rent control, make sure to research local regulations for required disclosures. These can normally be found on your city or county website or by contacting the office of your mayor, city manager, county administrator, or a locally licensed attorney.

**Final Steps**

Once finished completing the agreement, simply have all parties sign and date where indicated. Be sure that all parties get a copy of the agreement to retain for their records.