**COMMERCIAL LEASE**

**This lease will be modified based on the agreement between Landlord(s) and Tenant(s).**

This Lease Agreement is made this Click here to enter a date., by and between R Ship, LLC of 2000 West Stoll; Dewitt, State of Michigan, hereinafter referred to as "Landlord" and Tenant’s Name and Address, State of Enter State, hereinafter referred to as "Tenant", collectively referred to herein as the “Parties”;

WITNESSETH: In consideration of One Dollar and other valuable consideration paid to the Landlord by the Tenant and in consideration of the promises and covenants contained herein, the Parties hereby agree as follows:

1. **DESCRIPTION OF LEASED PREMISES**: The Landlord hereby agrees to lease to the Tenant, and the Tenant does hereby lease from the Landlord with full right, title and enjoyment thereto, the following described premises:
   1. Enter Address of Leased Premises
   2. One parking space at the rear of building
2. **USE OF LEASED PREMISES**: The Landlord is leasing the Premises to the Tenant and the Tenant is hereby agreeing to lease the Premises for the following use and purpose; jewelry sales, repairs and classes. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Landlord only.
3. **TERM OF LEASE**: The term of this Lease shall be for a period of one (1) year, commencing on the Click here to enter a date. and expiring on the Click here to enter a date, The lease term can be extended only by mutual agreement of the parties hereto.
4. **OPTION TO NEGOGIATE**: Tenant(s) may have the right to negotiate the Lease and shall exercise such option by giving written notice to Landlord(s) not less than 30 days prior to the expiration of current lease.
5. **RENTAL AMOUNT:** Tenant(s) shall pay to the Landlord an annual sum of $Enter annual rent, (Click here to enter text), to lease the property. Rental payments shall be paid in monthly payments, each of which shall be in the amount of $Click here to enter text., (Click here to enter text.), and each of which shall be paid on the 1st day of the month.
6. **MODIFIED GROSS LEASE**: It is the intention of the Parties, and they hereby agree, that this Lease shall be considered a “Modified Gross Lease”.

### In addition to the Base Rent the Tenant(s) shall be obligated to pay the following monthly expenses: Heating; electric; waste disposal

* 1. Landlord(s) shall pay the following monthly expenses: Water – This will depend on the type of business.

1. **TENANT FURTHER AGREES THAT:**
   1. Tenant(s) will provide and maintain personal liability and property damage insurance as a Tenant(s), at least to the limits of One Million Dollars ($1,000,000.00), and will designate the Landlord(s) as an "also named insured", and shall provide the Landlord(s) with a copy of such insurance certification or policy prior to the effective date of this Lease.
   2. Tenant(s) shall at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted.
   3. Tenant(s) shall maintain all electrical and plumbing fixtures and equipment in the interior of leased premises except as hereinafter set forth.
   4. Tenant(s) will be responsible for the repairs of HVAC equipment.
   5. Tenant(s) shall properly and promptly remove all rubbish and hazardous wastes according to all local, state or federal laws, rules regulations or ordinances.
   6. Tenant(s) shall be responsible for all minor repairs and maintenance of the premises, particularly those items which need immediate attention and which the Tenant(s), or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, cleaning of windows, toilets, etc.
   7. Tenant(s) shall be responsible for the maintenance and snow removal of the entranceway leading into the leased premises, so that this is kept in a neat, safe and presentable condition.
   8. Tenant(s) shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other tenants of the building.
   9. Tenant(s) is responsible for the cost, if any, which would be incurred to bring the operation and business activity into compliance with any law or regulation of a federal, state or local authority.
   10. In the event the leased premises is damaged as a result of any neglect or negligence of Tenant(s), his employees, agents, business invitees, or any independent contractors serving the Tenant(s) or in any way as a result of Tenant(s)’s use and occupancy of the premises, then the Tenant(s) shall be primarily responsible for seeing that the proper claims are placed with the Tenant(s)’s insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord(s), and the party or parties causing said damage.
2. **LANDLORD(S) FURTHER AGREES THAT**:
   1. Landlord(s) shall be obligated to maintain the general exterior structure of the leased premises.
   2. Landlord(s) will maintain at Landlord(s)'s expense, casualty insurance insuring the leased premises against loss by fire and extended coverage.
   3. Landlord(s) will maintain routine air filter replacement. .
   4. Landlord(s) shall maintain the parking area including snow removal.
3. **LEASEHOLD IMPROVEMENTS:** Tenant(s) agrees that it shall not make any material or structural alterations to the leased premises without first obtaining the consent of the Landlord in writing. Improvements made to the premises which become affixed or attached shall remain the property of the Landlord at the expiration or termination of this Lease Agreement.

Leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations. If Tenant makes any improvements to the premises, Tenant shall pay the same when made.

Nothing in the Lease shall be construed to authorize Tenant(s) or any other person acting for the Tenant(s) to encumber the rents of the Premises or the interest of the Tenant(s) in the Premises or any person under and through whom the Tenant(s) has acquired its interest in the Premises with a mechanic’s lien or any other type of encumbrance. Tenant(s) shall not be construed to be the agent, employee or representative of Landlord(s). In the event a lien is placed against the premises through actions of the Tenant(s), Tenant(s) will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If Tenant(s) fails to have the Lien removed, Landlord(s) shall take steps to remove the lien and Tenant(s) shall pay Landlord(s) for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

1. **LICENSES AND PERMITS**: A copy of any and all local, state or federal permits acquired by the Tenant(s) and necessary for the use of the premises shall be kept on site at all times, and shall be readily accessible and produced to the Landlord(s) and/or his agents or any local, state, or federal officials upon demand.
2. **INSURANCE**: In the event Tenant(s) shall fail to obtain or maintain insurance required hereunder, in the same in force continuously during the term, Landlord(s) may, but shall not be required to, obtain the same and charge the Tenant(s) for same as additional rent. Tenant(s) agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Tenant(s), then Tenant(s) shall pay to Landlord(s), upon demand, such increase in insurance premium as shall be caused by said use or Tenant(s) proportionate share of any such increase.

1. **SUBLET/ASSIGNMENT**: Tenant(s) may not transfer or assign this Lease or any right or interest hereunder, or sublet said leased premises or any part thereof without first obtaining the prior written consent and approval of the Landlord(s).
2. **DEFAULT AND POSSESSION**: In the event that the Tenant(s) shall fail to pay said rent, and expenses as set forth herein, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord(s) may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Tenant(s)’s personal property, equipment or fixtures left on the premises which items may be held by the Landlord(s) as security for the Tenant(s)’s eventual payment and/or satisfaction of rental defaults or other defaults of Tenant(s) under the Lease.

It is further agreed, that if the Tenant(s) is in default, that the Landlord(s) shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Landlord(s) in violation of its security interest in said items of personal property. The Landlord(s) may expressly undertake all reasonable preparations and efforts to release the premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant(s)’s, at the Tenant(s)’s expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant(s)’s property, including the storage of the same, under reasonable terms and conditions at Tenant(s)’s expense, and, in addition, it is understood that the Landlord(s) may sue the Tenant(s) for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than 7 days after due date shall accrue a

Late fee of Twenty Five Dollars ($25.00) per day until the amount is paid in full.

1. **INDEMNIFICATION**: Tenant(s) hereby covenants and agrees to indemnify, defend and hold the Landlord(s) harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant(s)’s use and occupancy of the premises, and further shall indemnify the Landlord(s) for any losses which the Landlord(s) may suffer in connection with the Tenant(s)’s use and occupancy or care, custody and control of the premises. The Tenant(s) also hereby covenants and agrees to indemnify and hold harmless the Landlord(s) from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Landlord(s) is not aware of at the signing of the lease or at any time during the lease term.
2. **BANKRUPTCY - INSOLVENCY**: The Tenant(s) agrees that in the event all or a substantial portion of the Tenant(s)’s assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant(s) make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant(s) institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord(s) hereunder or by law provided, it shall be lawful for the Landlord(s) to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant(s) shall have no further claim thereon.

1. **MISCELLANEOUS TERMS:**

**Usage by Tenant(s):** Tenant(s) shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant(s) shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Tenant(s) allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises.

**Signs:** Tenant(s) shall not place on any exterior building, door, wall or window of the premises any sign without Landlord(s)’s prior written consent and the approval of the City of Ludington. Thereafter, Tenant(s) agrees to maintain such sign as first approved by Landlord(s) in good condition and repair. Furthermore, Tenant(s) shall conform to any uniform reasonable sign plan or policy that the Landlord(s) may introduce with respect to the building. Upon vacating the premises, Tenant(s) agrees to remove all signs and to repair all damages caused or resulting from such removal.

**Glass:** Landlord(s) and Tenant(s) agree that the cost of plate glass replacement will be shared equally; Tenant(s) will be responsible to replace any plate glass damaged as a result of the neglect or acts of Tenant(s) or her guests or invitees.

**Condition of Premises/Inspection by Tenant(s):** Tenant(s) has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Landlord(s) makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Landlord(s) shall not be liable for any latent or patent defect therein. Furthermore, the Tenant(s) represents that Tenant(s) has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their “as is” condition as of the date hereof.

**Right of Entry:** Unless it is an emergency, it is agreed and understood that the Landlord(s) and its agents will give 24 hour notice to Tenant(s) for right of entry to the premises for purposes of inspecting or showing the premises, making any necessary repairs to the building or equipment as may be required of the Landlord(s) under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

**Additional Building:** Landlord(s) reserves the right at any time to build or renovate additional stories on the building occupied by Tenant(s) and to any building adjoining the same, and reserves the right to run necessary pipes conduits and ducts through the herein Leased Premises. Landlord(s) further reserves the right to use and lease such additional space in such a manner as Landlord(s), or its sole option, may choose.

1. **GOVERNING LAW**: This Lease shall be governed by the laws of the State of Michigan.
2. **NOTICES**: Payments and notices shall be addressed to the following:

**Landlord(s):** R SHIP, LLC

R Path, LLC

2000 W. STOLL RD.

DEWITT, MI 48820

Bill Duhaime: 517.881.3359

Maria Duhaime: 517.614.0629

**Tenant(s):** Click here to enter text

**Amendment**: No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**Binding Effect**: This Lease and any amendments thereto shall be binding upon the Landlord(s) and the Tenant(s) and/or their respective successors, heirs, assigns, executors and administrators.

WHEREFORE WE, THE UNDERSIGNED SO HEREBY EXCUTE AND AGREE TO THE ABOVE LEASE.

R Ship, LLC Date

William J. Duhaime; Member

Landlord (s)

R Path, LLC Date

Maria Duhaime; Member

Landlord(s)

Tenant’s Signature

Date

Tenant’s Printed Name