

COMMERCIAL LEASE AGREEMENT

1 THE PARTIES. This Commercial Lease Agreement ("Agreement") made on _____
(Date), by and between:

Landlord/Landlady: _____ (Landlord's/Landlady's
Name), with a mailing address of _____ (Address)
("Landlord") who agrees to lease the Premises to:

Tenant/s: _____
(Tenant/s Full Name/s), with a _____ mailing address
who agrees to rent the Premises under the terms stated in this agreement. Collectively
the Landlord/Landlady and the Tenant/s shall be known as the "Parties."

2 DESCRIPTION OF LEASED PREMISES. The Landlord/Landlady or Lessor agrees to
lease to the Tenant/s the following described space:

Address: _____

Square Feet: _____

Type of Space: _____

(retail, office, industrial, etc.)

Other Description/s: _____

Hereinafter known as the "Premises."

3 USE OF LEASED PREMISES. The Tenant/s agrees to use the Premises for:

Please choose Option 1 or Option 2:

___ Option 1. All purposes legal under applicable law.

___ Option 2. Only for the following purpose/s: _____

Any change in the above-mentioned purposes of the Premises shall only be permitted upon the Landlord's/Landlady's prior written and express consent.

4 TERM OF LEASE. The term of this Agreement shall be for a period of _____(Term) starting on _____ (Start Date), and will end at midnight on _____ (End Term) ("Initial Term").

5 SECURITY DEPOSIT. The Tenant/s is/are:

Please choose Option 1 or Option 2

___ Option 1. The Tenant/s is/are not required to pay a Deposit. There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

___ Option 2. The Tenant/s is/are required to pay a Deposit. The Tenant/s is/are required to pay _____ (amount) and shall be due and payable in advance of the Term or at the signing of this Agreement ("Security Deposit").

The Security Deposit shall be held in escrow by the Landlord/Landlady in a separate bank account as security for the successful performance of the terms and conditions of this Agreement.

The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by the Landlord/Landlady.

6 RENT. The Tenant/s shall be obligated to pay _____ (amount) each month with the first payment due upon the commencement of this Agreement and each monthly installment payable thereafter on the ____ day of each month ("Due Date") after the Initial Term ("Base Rent"). The Base Rent shall also be applied to any pro-rata period when the Tenant/s occupies the Premises for less than a one (1) month period.

Percentage Rent. In addition to the Base Rent, Tenant/s shall be:

Please choose Option 1 or Option 2:

___ Option 1. Not required to make payments related to Tenant's sales or revenue ("Percentage Rent").

___ Option 2. Required to pay ___ % of (Type of Sales) (gross sales, net sales, etc.).

Such payment shall be made with a receipt and proof of calculation and paid each:

Please choose one:

___ Monthly

___ Quarterly

___ Annually

The Base Rent and the Percentage Rent shall be referred collectively to as the "Rent."

7 LATE FEE. If Rent has not been paid on the Due Date, there shall be:

Please choose Option 1 or Option 2:

___ Option 1. No Late Fee. The Tenant/s shall not be liable to pay a penalty for any late payment due under this Agreement.

___ Option 2. A Late Fee. If the Rent is not paid within ___ days of the Due Date, the Landlord/Landlady will charge a penalty in the following manner:

Please choose Option 1 or Option 2:

___ Option 1. Flat Fee. The late fee shall be equal to _____(Amount) and applied each occurrence day until the Rent is paid in full.

___ Option 2. Based on Interest. The late fee shall be equal to the Rent Due with interest accumulating at a rate of ___ % per annum and applied each occurrence day until the Rent is paid in full.

All late payments made related to Rent shall be first applied to the late fee and all remaining amounts toward the outstanding Rent amounts.

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EXPENSES.

Please choose Option 1 or Option 2:

___ **Option 1. GROSS LEASE.**

It is recognized by both Parties that the Rent is the entirety of the payments to the Landlord/Landlady. Therefore, the Tenant/s is/are not obligated to pay any additional expenses, which include utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises.

The Landlord/Landlady shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical.

The parking area shall be maintained by the Landlord/Landlady, including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises.

The Landlord/Landlady shall maintain at his/her expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage.

The Tenant/s will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Landlord/Landlady as an "also named insured" and shall provide the Landlord/Landlady with a copy of such insurance certification or policy prior to the effective date of this Agreement.

___ **Option 2. GROSS LEASE.**

Tenant/s shall be responsible for the following expenses:

(State Tenant's Responsibilities)

Landlord/Landlady shall be responsible for the following expenses:

(State Landlord's/ Landlady's Responsibilities)

The Landlord/ Landlady and the Tenant/s agree/s to the following shared expenses:

(State Shared Responsibilities)

Operating Expenses. The Landlord/Landlady shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations, or costs of any kind whatsoever with respect to the Premises.

The Tenant/s hereby agree/s to pay one hundred percent (100%) of all Operating Expenses as hereafter defined for the Term of this Agreement and any extensions thereof in accordance with specific provisions hereinafter set forth.

The term Operating Expenses shall include all costs to the Landlord/Landlady of operating and maintaining the Premises and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air

conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

Taxes. The Tenant/s shall pay, during the Term of this Agreement, the real estate taxes, including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during the Term.

The Tenant/s, at Landlord's/Landlady's option, shall pay to Landlord/Landlady said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes.

Taxes for any fractional calendar year during the Term hereof shall be prorated. In the event the Tenant/s do/does not make any tax payment required hereunder, the Tenant/s shall be in default of this Agreement.

Insurance. The Tenant/s shall maintain, at all times during the Initial Term of this Agreement, comprehensive general liability insurance in an insurance company licensed to do business in **the Florida State** in which the Premises are located and that is satisfactory to Landlord/Landlady, properly protecting and indemnifying Landlord/Landlady with single limit coverage of not less than:

Please check all that apply:

___ amount for injury or death.

___ amount for property damage.

___ amount for casualty insurance.

During the Term of this Agreement, the Tenant/s shall furnish the Landlord/ Landlady with certificate/s of insurance, in a form acceptable to Landlord/Landlady, covering such insurance so maintained by the Tenant/s and naming Landlord/Landlady and Landlord's/Landlady's mortgagees, if any, as additional insured.

9 OPTION TO RENEW. The Tenant/s may:

Please choose Option 1 or Option 2:

___ Option 1. Not Renew this Agreement.

___ Option 2. Renew this Agreement.

The Tenant/s may have the option to renew this Agreement with a total of ___ renewal period(s) with each term being ___ (number of year/s) or ___ (number of month/s), which may be exercised by giving written notice to the Landlord/Landlady no less than 60 days prior to the expiration of this Agreement or renewal period thereafter ("Renewal Periods").

Rent for each Renewal Period shall:

Please choose Option 1 or Option 2

___ Option 1. Not increase.

___ Option 2. Increase as calculated by multiplying the Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

Please choose Option 1 or Option 2

___ Increase by ___ %

___ Increase by _____ (amount)

The Initial Term and any renewal periods mentioned shall be collectively referred to as the ("Term")

10 LEASEHOLD IMPROVEMENTS. The Tenant/s agrees that no leasehold improvements, alterations, or changes of any nature (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord/Landlady in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord/Landlady at the expiration or termination of this Agreement.

Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises.

If the Tenant/s make/s any improvements to the Premises, the Tenant/s shall be responsible for any costs associated, except the following:
(State the Landlord's Obligations)

Nothing in this Agreement shall be construed to authorize the 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/have acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance.

Under no circumstance shall the Tenant/s be construed to be the agent, employee, or representative of Landlord/Landlady. In the event a lien is placed against the Premises, through actions of the Tenant/s, the Tenant/s will promptly pay the same or bond against the same and take steps immediately to have such lien removed.

If the Tenant/s fail/s to have the lien removed, the Landlord/Landlady shall take steps to remove the lien, and the Tenant/s shall pay the Landlord/Landlady for all expenses related to the lien and removal thereof and shall be in default of this Agreement.

11 DEFAULT AND POSSESSION. In the event that the Tenant/s shall fail to pay the said Rent, and expenses as set forth herein, or any part thereof, when the same is due and payable, or shall otherwise be in default of any other terms of said Agreement 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/Landlady may declare this Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's/Tenants' personal property, equipment or fixtures left on the Premises which items may be held by the Landlord/Landlady as security for the Tenant's/Tenants' eventual payment and/or satisfaction of rental defaults or other defaults of Tenant/s under this Agreement.

It is further agreed that if the Tenant/s is/are in default, that the Landlord/Landlady 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/Landlady in violation of its security interest in said items of personal property.

Furthermore, in the event of default, the Landlord/Landlady 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/Tenants', at the Tenant's/Tenants' 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/Tenants' property, including the storage of the same, under reasonable terms and conditions at Tenant's /Tenants' expense, and, in addition, it is understood that the Landlord/Landlady 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 must be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all the costs of the said action.

12 LICENSES AND PERMITS. A copy of all local, state, or federal permits acquired by the Tenant/s which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Landlord/Landlady and/or their agents or any local, state, or federal officials upon demand.

13 OBLIGATIONS OF TENANT. The Tenant/s shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition.

The Tenant/s shall also be responsible for all minor repairs and maintenance of the leasehold 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, as well as the normal repair and cleaning of windows, cleaning, and clearing of toilets, etc..

The Tenant/s shall properly maintain the Premises in a good, safe, and clean condition.

The Tenant/s shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant/s, their employees, agents, business invitees, or any independent contractors serving the Tenant/s or in any way as a result of Tenant'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 insurance company, or the damaging party's insurance company.

The Tenant/s is/are also 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/Landlady, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant/s.

The Tenant/s shall, during the Term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted.

This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant/s or her guests or invitees. Furthermore, the Tenant/s shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local

authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises.

The Tenant/s shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

14 INSURANCE. In the event the Tenant/s shall fail to obtain the insurance required hereunder and fails to maintain the same in force continuously during the Term, the Landlord/Landlady may, but shall not be required to, obtain the same and charge the Tenant/s for same as additional Rent.

Furthermore, the Tenant/s agree/s 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 the Tenant/s shall pay the Landlord/Landlady, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

15 SUBLET/ASSIGNMENT. The Tenant/s may not transfer or assign this Agreement 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/Landlady.

16 DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant/s and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant/s and until the demised Premises have been put in a condition at the expense of the Landlord/Landlady, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage.

It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's/Landlady's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

17 INDEMNIFICATION. The Tenant/s hereby covenants and agrees to indemnify, defend, and hold the Landlord/Landlady free from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises.

The Tenant/s shall also indemnify the Landlord/Landlady for any losses which the Landlord/Landlady may suffer in connection with the Tenant's use and occupancy or care, custody, and control of the Premises.

The Tenant/s also hereby covenants and agrees to indemnify and hold the Landlord/Landlady free from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord/Landlady is not aware of at the signing of the lease or at any time during the Term.

18 BANKRUPTCY OR INSOLVENCY. The Tenant/s agree/s that in the event all or a substantial portion of the Tenant'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 Agreement 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/Landlady hereunder or by law provided, it shall be lawful for the Landlord 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.

19 SUBORDINATION AND ATTORNMENT. Upon the request of the Landlord/Landlady, the Tenant/s will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided.

However, in case the holder of such mortgage or the Landlord/Landlady under such Agreement shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under the said mortgage, obligation secured thereby, or agreement, as long as the Tenant/s shall not be in default under the terms of this Agreement.

The Tenant/s agree/s that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

The Tenant/s shall, in the event of the sale or assignment of Landlord's/Landlady's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord/Landlady covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord/Landlady under this Agreement.

20 MISCELLANEOUS TERMS.

Usage by Tenant/s. The Tenant/s shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. The 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.

The Tenant/s shall not 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.

Furthermore, the 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 tenant/s of the building.

Signs. The Tenant/s shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without the Landlord's/Landlady's prior written and express consent and the approval of the local municipality.

Thereafter, the Tenant/s agree/s to maintain such sign or advertising matter as first approved by the Landlord/Landlady in good condition and repair. Furthermore, the Tenant/s shall conform to any uniform, reasonable sign plan or policy that the Landlord/Landlady may introduce with respect to the building. Upon vacating the Premises, the Tenant/s agree/s to remove all signs and to repair all damages caused or resulting from such removal.

Pets. Unless otherwise stated in this Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap or those allowed by the Landlord/Landlady with their written and express consent.

Condition of Premises/Inspection by Tenant. The Tenant/s has/have had the opportunity to inspect the Premises and acknowledges with signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement.

Furthermore, the Landlord/Landlady make/s no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein.

Moreover, the Tenant/s represents that Tenant/s has/have 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. It is agreed and understood that the Landlord/Landlady and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times provided that a written and express notice has been sent to the Tenant/s for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the

Landlord/Landlady under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

21 ESTOPPEL CERTIFICATE. The Tenant/s at any time and from time to time, upon at least ten (10) days prior notice by Landlord/Landlady, shall execute, acknowledge and deliver to the Landlord/Landlady and/or to any other person, firm, or corporation specified by the Landlord/Landlady, a statement certifying that this Agreement is unmodified and in full force and effect.

However, if this Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the Rent have been paid, and stating whether or not there exists any default by the Landlord/Landlady under this Agreement and, if so, specifying each such default.

22 HOLDOVER. Should the Tenant/s remain in possession of the Premises after the cancellation, expiration, or sooner termination of this Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if the Landlord/Landlady so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty 30 days notice by either party.

23 WAIVER. Waiver by the Landlord/Landlady of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

24 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws in the **State of Florida** and the **courts of the State of Florida** shall have exclusive jurisdiction in connection with any dispute arising out of or relating to this Agreement.

25 NOTICES. Payments and notices shall be addressed to the following:

Landlord/ Landlady

Full Name: _____

Address: _____

Contact Number: _____

Email: _____

Tenant

Full Name: _____

Address: _____

Contact Number: _____

Email: _____

Tenant

Full Name: _____

Address: _____

Contact Number: _____

Email: _____

26 AMENDMENT. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

27 BINDING EFFECT. This Agreement and any amendments thereto shall be binding upon the Landlord/Landlady and the Tenant/s and/or their respective successors, heirs, assigns, executors, and administrators.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature:

Date: _____

Printed Full Name: _____

Tenant's Signature:

Date: _____

Printed Full Name: _____