

LEASE AGREEMENT

THIS LEASE, made and entered into effective the first day of _____, 20____, by and between _____, a(n) _____ limited liability company ("LESSOR"), and _____, an _____ corporation ("LESSEE").

1. **DESCRIPTION OF PREMISES.** LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR the real property described on Exhibit A attached hereto, located in _____ County, _____, (the "Leased Premises") on the terms, covenants and conditions set forth herein.

2. **TERM.** The term of this LEASE, (the "Lease Term"), shall be for five (5) years, commencing on the first day of _____, 20____, and ending the last day of _____, 20____. The LESSEE has the option of an additional two (2) year term at the end of the Lease Term so long as LESSEE is not in Breach of this LEASE.

3. **RENT.** LESSEE agrees to pay to LESSOR as rent for the Leased Premises the following amounts: (a) monthly rent in the amount of _____, no later than the first business day of each month of the Lease Term.

4. **USE OF LEASED PREMISES.** The Leased Premises are to be used by LESSEE for general business purposes.

5. **TAXES AND SPECIAL ASSESSMENTS.** LESSOR shall pay any and all real property taxes and special assessments assessed or imposed and which become payable during the Lease Term upon the Leased Premises.

6. **UTILITIES AND SERVICES.** LESSEE shall pay for all telephone service, gas, heat, light, power and all other services required and used by LESSEE.

7. **ACCEPTANCE OF PREMISES.** By entry hereunder, LESSEE acknowledges that they have examined the Leased Premises and accept the same as being in the condition called for by this LEASE.

8. **ALTERATIONS, MECHANIC'S LIENS, MAINTENANCE AND REPAIRS.** No alteration may be made to the Leased Premises without the prior written consent of LESSOR and any alteration of the Leased Premises, shall at LESSOR'S option become part of the realty and belong to LESSOR.

LESSOR shall be responsible at its sole expense to maintain the premises, including but not limited to the heating, air conditioning, plumbing, electrical fixtures, windows, doors, interior and exterior walls, and the roof of the Leased Premises and shall be responsible for the general repair and maintenance of the Leased Premises.

LESSEE shall be responsible for any repair, maintenance or replacement of any fixtures of the premises caused by the intentional or negligent actions of LESSEE. LESSEE acknowledges that it has personally inspected the building and accepts the condition thereof as is.

9. WASTE AND QUIET CONDUCT. LESSEE shall not commit, or suffer any waste upon the Leased Premises, or any nuisance, or other act.

10. ENTRY AND INSPECTION. LESSOR reserves the right to enter the Leased Premises upon notice at reasonable times for the purpose of necessary inspection and maintenance.

11. INSURANCE. LESSOR shall arrange and provide for structural and liability insurance for the Leased Premises. LESSEE shall arrange and provide insurance for LESSEE'S personal property located on the Leased Premises.

12. INDEMNIFICATION BY LESSEE. LESSOR shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of LESSOR, its agents or employees. LESSEE agrees to hold LESSOR harmless from any claims for damages, no matter how caused, except for injury or damages for which LESSOR is legally responsible.

13. ASSIGNMENT OR SUBLEASE. LESSEE shall not assign or sublease any portion of the Leased Premises without first obtaining written consent of the LESSOR, which consent shall not be unreasonably withheld by LESSOR.

14. ATTORNEY'S FEES. In any legal action brought by either party to enforce the terms hereof or relating to the Leased Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

15. BREACH BY LESSEE. If LESSEE fails to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the LESSOR, at its option, may terminate all rights of LESSEE hereunder, unless LESSEE, within said time, shall cure such default. If LESSEE abandons or vacates the Leased Premises while in default of the payment of rent, LESSOR may consider any property left on the Leased Premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the LESSOR reasonably believes that such abandoned property has no value, it may be discarded. All property on the Leased Premises is hereby subject to a lien in favor of LESSOR for the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by LESSEE, LESSOR may elect to (a) continue the LEASE in effect and enforce all its rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of

LESSEE'S rights hereunder and recover from LESSEE all damages it may incur by reason of the breach of the LEASE, including the cost of recovering the Leased Premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance

of the term exceeds the amount of such rental loss which the LESSEE proves could be reasonably avoided.

16. **NOTICES.** Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to LESSEE at the Leased Premises or to LESSOR at _____ or at such other places as may be designated by the Parties from time to time.

17. **EFFECT OF HOLDING OVER.** Any holding over after expiration hereof, with the consent of LESSOR, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable. No such holding over or extension of this LEASE shall extend the time for the exercise of the option unless agreed upon in writing by LESSOR.

18. **HEIRS, ASSIGNS, SUCCESSORS.** This LEASE is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the Parties.

19. **MISCELLANEOUS PROVISIONS.** A. This instrument contains all of the agreements and conditions made

between the Parties to this LEASE and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties to this LEASE.

B. Time is of the essence of each term and provision of this LEASE

C. The terms of this LEASE shall be governed by _____ law. IN WITNESS WHEREOF, the Parties have caused execution of this Lease Agreement,

effective on the day and year first hereinabove written.

LESSOR: _____

By: _____

_____, MEMBER

STATE OF _____) ss.

COUNTY OF _____)

LESSEE: _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be a Member of _____, the within named Lessor that executed the foregoing instrument, and the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC, State of _____ Residing at _____ My commission expires: _____

By: _____

_____, PRESIDENT

STATE OF _____) ss.

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the President of _____, the within named Lessee, that executed the foregoing instrument, and the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC, State of Idaho Residing at _____ My commission expires: _____

EXHIBIT A LEASED PREMISES

_____, _____, _____