

LEASE AGREEMENT

Landlord:

Marlex Corporation of Sarasota
P. O. Box 517
Sarasota, FL 34230

Agent:

Marlene Lancaster, Broker
Marlene Lancaster Realty
Agent/Owner
marlenealancaster@gmail.com
941-374-7700

Leased

Premises: _____

Tenant:

Name: _____

Address: _____

E-Mail: _____

Phone #: _____

Percentage of building Leased:

Execution Date: _____

(once all parties have signed lease)

Base Rent: _____

Start Date: _____

Permitted Use: _____

Expiration Date: _____

Partial Month's Rent:

First Full Month's Rent, plus taxes:

Last Full Month's Rent, plus taxes:

Security Deposit:

Total Due upon execution:

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Tenant Acknowledges Receipt of _____ keys for Premises.

All monthly rent shall be due the first of each month.

In lieu of the payment of their percentage of the water bill to be paid per paragraph 8 B herein, Tenant agrees to pay the monthly sum of \$_____, which amount shall be due and payable monthly with the rent.

Landlord Initials _____

Tenant Initials _____

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TERM. The term of this Lease shall be as set forth on the first page.

2. ACCEPTANCE AND PEACEFUL ENJOYMENT. Provided Tenant pays the rent on the first of each month and otherwise performs all of the terms hereof required of Tenant, Tenant shall have the peaceful enjoyment of the leased premises. Tenant has inspected the property and accepts the property in its as-is existing condition. No representations or warranties have been made by or on Landlord's behalf about its condition.

3. RENT. Monthly rent and sales tax will be due and payable on the first of each month and shall be mailed through the U.S. Postal Service to Landlord at P.O. Box 517, Sarasota, FL 34230. Rent will be deemed paid when received by Landlord. Tenant shall also pay all applicable sales, use and excise taxes. Payments postmarked and received after the fifth of the month are considered late and will be subject to a late fee of \$100 or 10% of the monthly rent, whichever is less. Invoices for the rent payment may or may not be sent and the non-receipt or incorrect receipt thereof does not relieve the Tenant of paying the rent timely.

4. DEPOSITS. Upon execution of this Lease and as a condition to Landlord's obligations hereunder, Tenant shall deposit with Landlord the sum as set forth on page one (1), which sum shall be retained by Landlord as security for the payment by Tenant of the rents and other sums herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms and covenants of this Lease. If Tenant fails to pay the Security Deposit, Landlord shall have the right to terminate this Lease and regain possession dismissed premises. It is agreed that Landlord, at Landlord's sole option, may at any time apply said sum or any part thereof toward the payment of the rent and all other sums payable by Tenant under this Lease, and toward the performance of each and every of Tenant's covenants under this Lease, but such covenants and Tenant's liability under this Lease shall thereby be discharged only to the extent that Landlord applies such sum and Tenant shall remain liable for any amounts that such sum shall be insufficient to pay; that Landlord may exhaust any or all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord to do so; that, in the event this deposit shall not be utilized for any such purposes, then such deposit shall be returned to Tenant, without interest, within twenty (20) days after the expiration of this Lease, provided that Tenant shall have vacated the Demised Premises leaving same in the condition that existed at the commencement of this Lease, reasonable wear and tear excepted. The security deposit may be commingled with Landlord's funds without accounting therefore to Tenant. In the event of a sale of the building containing the Demised Premises (the "Building"), or lease of the land on which it stands, Landlord shall have the right to transfer the deposit to the new Landlord, and the new Landlord shall be responsible to the Tenant for the security deposit and its return, and the old Landlord shall, upon such transfer, be relieved by Tenant from all liability for the return of such security deposit.

Landlord Initials____ Tenant Initials____

5. USE AND COMMON FACILITIES. The leased premises are to be occupied and used by Tenant solely as set forth on page one (1) and shall not be used for any other use without prior express written
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1844 4th Street 1735 Fruitville Road

consent of Landlord. The Tenant agrees not to erect, affix, or display any sign or other object on the exterior of the premises without the consent of the Landlord. The cost of such sign shall be paid by Tenant. Tenant shall make no immoral, offensive, or illegal use of the leased premises or do anything thereon deemed extra hazardous or which would cause insurance rates to increase. Tenant shall abide by all reasonable directions and requirements of Landlord and of any insurance company insuring the premises and shall keep and abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having any jurisdiction over the leased premises. Landlord reserves the right to change the name of the building at its discretion. The Tenant may use all areas and equipment provided for common or joint use except reserved parking spaces.

6. TAXES. It is understood that applicable sales and use tax are to be paid by the Tenant for each installment under the original term and any extended term periods herein. All rents and taxes are to be paid by the Tenant even in the event of an approved assignee or subtenant. In addition to the annual monthly rent, Tenant shall pay as additional rent his pro-rata share of all ad valorem and real estate taxes and assessments assessed, imposed or levied against this property during any fiscal tax year which occurs wholly or partly during the term of the Lease. For this purpose, it is agreed that the leased premises contain the percentage of the floor space and the total rentable space of the building as set forth on page one (1). Landlord shall deliver or mail to Tenant written notice of the amount due and Tenant shall pay same within ten (10) days thereafter.

7. LANDLORD TO PROVIDE: The Landlord shall provide and maintain the exterior walls, parking area, roof, foundation, sidewalk, all major HVAC mechanical replacements and stairs of the leased premises in good and substantial repair. Landlord will not be responsible for damage caused by leaks in the roof, by bursting or leaking pipes or by freezing or otherwise, or by vices, or defects of the leased property, or the consequences thereof, nor will landlord be liable in damages for any injury caused by any vices or defects of the leased property to Tenant or any Tenant or occupant, or to anyone in the building or in the premises except in case of positive neglect or failure to take action toward the remedying of such defects within reasonable time after having written notice of same by Tenant. Should Tenant fail to promptly notify Landlord, in writing, of any such defect, Tenant will be responsible for any damage or injury resulting to Landlord or other parties.

8. TENANT TO PROVIDE: Tenant shall be responsible for the following services to the leased premises:

- A. Pest control services within the leased premises (this does not include termite control).
- B. All charges made for electric, telephone and any other utilities within the leased premises; the water bill is for the entire building and Tenant is responsible for their pro rata share, which shall be due and payable within 20 days after submission to the Tenant by the landlord.
- C. Maintain the interior in such a condition so that all fire code, fire security and fire safety inspections are maintained and passed.
- D. Maintain the interior of the leased premises in a clean, sightly and healthy condition and good and substantial repair, ordinary wear and tear accepted;
- E. Maintain the exterior of the leased premises in a clean, sightly and healthy condition.
- F. Tenant shall change air filter for the air conditioner and heating unit one time every month.

9. REMOVAL OF IMPROVEMENTS. Tenant shall remove any and all improvements made to the lease premises and return premises to the same original condition as received. Failure to do so may result in Tenant being responsible for the cost to remove.

Landlord Initials____ Tenant Initials____

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10. INSURANCE. Tenant shall carry and maintain throughout the term of this Lease and any extension thereof, fire and extended coverage insurance on the contents, including leasehold improvements made by
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Tenant, in amounts sufficient so that no co-insurance will be payable in case of partial loss, and will secure and maintain at its expense from financially responsible insurance companies comprehensive general liability insurance for personal injury and bodily damage and property damage with limits of not less than one million dollars comprehensive and general liability and two hundred fifty thousand dollars property damage, which shall cover the leased premises and adjacent common areas and ways. Such insurance policies shall include Landlord as a named insured. All policies shall contain a provision waiving subrogation against Landlord and shall provide that the policies shall not be cancelled without prior written notice to Landlord. Landlord, at its expense, shall keep the building of which the premises are a part and the improvements provided by Landlord, insured for fire and extended coverage and general liability and property damage. Such policies shall cover the premises for all acts of damage caused by vandalism.

11. INDEMNITY. Tenant shall indemnify and save Landlord harmless from all fines, suits, proceedings, claims and actions of any kind by Tenant or any other person arising by reason of any act or neglect on the part of Tenant. Landlord shall not be liable to Tenant for any damages sustained by it due to defects or changes in condition in the leased premises or any part of the building and common areas of which the leased premises are a part, nor to any person, goods or things by reason of any cause whatsoever. Tenant shall defend any and all actions, suits or proceedings which may be brought against Landlord or in which Landlord may be impleaded or joined with others arising out of or in any way associated with Tenant's use or occupancy of the leased premises and shall satisfy, pay and discharge any and all judgments, orders and decrees that may be recovered against Tenant or Landlord in any such action or proceedings.

12. DESTRUCTION OF PREMISES. In the event of the total destruction of the building or such substantial partial destruction thereof as will cause the leased premises to be unfit for use for at least 120 successive days, this Lease shall be terminated and the rights of all parties hereunder shall cease except such rights and liabilities as may have accrued to the time of such destruction. Rent shall abate during such period of destruction and during any period that Tenant's premises are not substantially usable for Tenant's business. In the event of the partial destruction of the building rendering the leased premises untenable and such untenability shall remain for 120 successive days, Tenant may terminate the remaining Lease term at his option.

13. NOTICES. All notices to be given by one party to the other party under this Lease shall be given in writing, mailed by registered or certified mail, as set forth on page one (1).

14. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned in whole or in part and no portion of the leased premise shall be sublet without the prior written consent of Landlord. Any attempted assignment of the Lease or subletting of any of the leased premises without such written consent shall be void. Landlord shall have absolute and sole discretion concerning any assignment. If the premises are assigned or sublet, the Tenant shall remain responsible for the payment of rent and the fulfillment of the covenants and terms of this Lease agreement. In the event of a sale of the building and the assignment of this Lease, the right of Tenant shall not be disturbed but Landlord shall be released from all further liability hereunder.

Landlord Initials____ Tenant Initials____

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15. DEFAULT. In the event Tenant shall be in default in the payment of rent for more than ten (10) days without notice, or if Tenant shall continue to default in the observance or performance of any of the other terms, covenants and conditions hereof after ten (10) days' written notice of such default, Tenant shall become a Tenant at sufferance, thereby waiving all right of notice, and it shall be lawful for Landlord, or Landlord's duly authorized agents, to reenter and take possession of the leased premises without legal process and to dispossess and remove all persons, their goods and chattels, without liability in law or in equity for any damages caused by such removal, possession and reentry and Tenant hereby waives any and all claims for damages therefor and hereby discharges the Landlord therefrom. Said reentry and repossession shall be a cumulative remedy and shall not deprive Landlord of any other legal rights which Landlord might have as a matter of law. The Tenant agrees to pay, in the event of a default under the terms hereof, all costs, expenses and reasonable attorney's fees (including appellate proceedings) incurred in the enforcement of any of the terms and conditions hereof, or in regaining possession of the premises.

16. ADDITIONAL EVENTS OF DEFAULT. If Tenant shall make assignment for the benefit of creditors, file a petition in bankruptcy or be adjudged bankrupt after filing of an involuntary petition, take or receive the advantage or benefit of any insolvency or bankruptcy act, enter into an agreement of composition with creditors, or if a receiver shall be appointed to take control of the business of Tenant, same shall constitute a default hereunder and Landlord may, at Landlord's option, immediately terminate this Lease.

17. IDENTITY OF INTEREST. The execution of this Lease or the performance of any of the terms hereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant, the relationship of principal and agent or of a partnership or of a joint venture and the relationship between the parties hereto shall always be and remain that of Landlord and Tenant.

18. EXCULPATION. Landlord shall not be liable for any injury to Tenant's business or loss of income from it, or for damage to Tenant's personal property or that of Tenant's employees, invitees, customers or any other person in or on the property leased or for injury to Tenant or Tenant's employees, agents or contractors caused by casualty or accident, whether the loss, damage or injury results from conditions on the property or on other parts of any building of which the property is a part or from other sources and regardless of whether the cause or means of rectifying it is inaccessible to Tenant.

19. ACCESS TO PREMISES BY LANDLORD. The Landlord, or any of Landlord's agents, shall have free access to the leased premises and all parts thereof at reasonable times on reasonable notice, except no notice shall be required in the event of an emergency, for the purpose of examining the same, making such repairs as Landlord deems advisable, and for the purpose of showing the premises to prospective Tenants or purchasers.

20. POSSESSION. The taking of possession of the premises by the Tenant shall constitute complete acceptance of the premises in their then condition and a waiver of any obligation of Landlord to make any further improvements to the premises. Tenant agrees to execute an estoppel letter or letter of acceptance and operation of Lease at the time Tenant takes possession. Tenant further agrees to furnish Landlord, at the time of taking possession, certificates of insurance giving proof of Tenant's compliance with the insurance requirements of this Lease.

Landlord Initials____ Tenant Initials____

21. MAINTENANCE AND REPAIRS. Tenant shall repair any damage to the premises caused by the Tenant or by any of Tenant's employees, agents, customers, invitees or licensees, other than from ordinary wear and tear. Tenant shall maintain the interior of the premises and all doors, windows, heating, cooling, plumbing, alarm systems, sewer and mechanical equipment and plate glass. Tenant shall maintain a maintenance agreement for the mechanical HVAC equipment, Landlord to pay for all major HVAC replacement. Tenant is responsible for changing air conditioning and heat filters. Tenant is responsible for all plumbing within the leased premises. Tenant shall be responsible for clogged lines due to all matters other than stoppage by roots or collapse of lines due to age or deterioration of line. Landlord agrees, whenever possible, to extend to Tenant the benefit of any enforceable manufacturers' warranties on such equipment. If Tenant refuses or neglects to make repairs and/or refuses to maintain the premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice of his election to do so, to make such repairs or perform such maintenance on behalf of and for the account of the Tenant. In such event, such work shall be paid for by Tenant promptly upon receipt of a bill therefor. Landlord shall not in any way be liable to tenant for failure to make repairs as herein specifically require unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of such notification. Tenant is to maintain the leased property in a clean and healthy condition and good and substantial repair, ordinary wear and tear excepted and shall be responsible for all glass breakage in the windows or doors. Landlord to provide lawn and shrubbery maintenance.

22. ALTERATIONS. Except for Tenant's signs, Tenant shall not make any structural or exterior alterations or additions upon said premises. Tenant shall not make non-structural interior alterations and repairs without first obtaining written consent of Landlord.

23. CONTROL OF EXTERIOR APPEARANCE. The exclusive right is reserved by the Landlord to control the exterior appearance of the entire premises, including but not limited to all signs, decoration, lettering and advertising visible from the exterior of the building, (including those on the interior or on windows or doors), shades, awnings, window coverings, exterior or interior lights, or anything whatsoever affecting the visual appearance of the building.

24. UTILITY SERVICES. Tenant shall pay for all electric and cable services which may be furnished to or used in or about the leased premises and shall keep the same free and clear of any lien or encumbrances of any kind whatsoever created by Tenant's acts or omissions.

25. LITIGATION.COURT COSTS, ATTORNEY FEES, GOVERNING LAWS, VENUE. In the event that at any time Landlord shall institute any action or proceeding against Tenant to enforce Landlord's rights under the provisions of this Lease or with respect to any default hereunder, then in that event, Landlord shall be entitled to recover from Tenant Landlord's reasonable costs and expenses and attorney fees relating to such action or proceeding for periods before and during such action or proceedings relating thereto. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Any action or proceeding arising under this Lease will be brought only in a court in Sarasota County, Florida.

Landlord Initials____ Tenant Initials____

26. ATTORNMEN/SALE. The rights of the Tenant under any Lease agreement herein are hereby agreed and are subject to any mortgage that the Landlord may place on said property at any time hereafter. Tenant shall, upon demand, execute any further instruments necessary to subordinate its leasehold interest to any liens of any mortgages as shall be requested by Landlord. If any mortgage (whether placed on these premises at the time of the signing of this Lease or at any time thereafter) is foreclosed or deed of lien of foreclosure is delivered, then, upon request of the mortgagee or mortgagor, Tenant will attorn to the mortgagor or any purchaser at any foreclosure sale thereunder and will execute any such instrument as may be necessary or appropriate to evidence such attornment. In the event landlord sells or contracts to sell the leased premises, landlord shall give Tenant 90 days' notice of said sale and the Lease will be renegotiated with the new owner/landlord under the same terms or terminated.

27. PARAGRAPH TITLES. Paragraph titles as used herein are solely for convenience and are not to be used in interpreting particular provisions hereof.

28. ADDITIONAL TERMS. Any additional terms of this Lease may be set forth in an attachment hereto labeled Addendum and in the event of any conflict or inconsistency between the terms of the text of this Lease and the provisions set forth in the Addendum, the provisions in the Addendum shall govern.

29. LOCK & KEYS. Landlord will retain a key to the leased premises. In the event Tenant needs changes to the locks on the doors, Landlord may have the locks changed and keys made and delivered to Tenant at Tenant's expense. If Tenant needs additional keys, they may be obtained from Landlord or Dickson Lock & Key at 2083 Siesta Drive Sarasota, Florida, 941-955-2049 at Tenant's expense. ALL KEYS to the premises must be surrendered upon termination of the Lease.

30. NO OTHER REPRESENTATIONS. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

31. BROKER'S FEES. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease except as may be listed on any Addendum hereto.

32. LANDLORD'S LIABILITY. Landlord shall not be liable for any damages whatsoever, nor shall the rental herein above stipulated be abated for failure to furnish water, heat, cooling, electric, or other service which such failure to furnish or to delay in furnishing is occasioned by needful repairs, renewals, late payment of utility bills or additions or other labor controversy or by inability to secure electric or water after reasonable effort to do so, or by accident or casualty whatsoever or by any act or default of the Tenant or by other parties or by any causes beyond the reasonable control of the Landlord.

33. MISCELLANEOUS.

- A. Time is of the essence of the Lease.
- B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

Landlord Initials____ Tenant Initials____

- D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.
- E. All questions concerning the meaning execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks in person who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

34. HOLDING OVER. If the Tenant retains possession of the property, with the written permission of the landlord after expiration of this agreement, Tenant shall be a Tenant at will from month to month and the monthly rent shall be doubled. Payment and acceptance of rent after expiration of this Lease is not a renewal or extension of this Lease.

35. NO SMOKING PREMISES. It is the parties' intention that the leased premises be designated a "Non-Smoking" area. Lessee shall not allow smoking in any area or by any person within the leased premises. Tenant shall be responsible for any and all cleaning, painting, or repair caused by smoking in the premises.

36. ENTIRE AGREEMENT. This contains the entire agreement of the parties. Each person who executes this agreement as or on behalf of Tenant, shall be jointly and severally and individually liable to Landlord for Tenant's performance of each and every covenant herein.

37. PARKING AND COMMON AREAS. In addition to the Premises, Tenant shall have the right to non-exclusive use, in common with Landlord and other Tenants, and the guests, employees and invitees of same, of the following areas in the premises owned by Landlord: (a) automobile parking areas, driveways and footways; and (b) such loading facilities, trash facilities, and other facilities as may be designated from time to time by Landlord, subject to the terms and conditions of this Lease, to any specific assignments by Landlord, and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

The Common Areas shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to establish, modify, change and enforce from time to time rules and regulations with respect to the Common Areas so long as such rules are not discriminatory against Tenant nor result in the material detriment to the operation of Tenant's business: Tenant agrees to abide by and conform to such rules and park their automobiles only in such areas as Landlord may from time to time designate for their parking.

In the event that Landlord deems it necessary to prevent the acquisition of public rights in and to the leased Premises, Landlord may, from time to time, temporarily close portions of the Common Areas, and may erect private boundary markers or take such steps as deemed appropriate for that purpose. Such action shall not constitute or be considered an eviction or disturbance of the Tenant's quiet possession of the Premises.

Landlord Initials____ Tenant Initials____

Neither the parking area nor any other common area in the leased Premises shall be used by Tenant, or any agent or employee of Tenant, for any advertising, political campaigning or other similar use, including, without limitation, the dissemination of advertising or campaign leaflets or flyers.

38. SIGNS. Lessee agrees not to place, or cause, or allow to be placed, any sign or signs of any kind whatsoever, except as provided by the Landlord. In that regard, lessee has the right to the following signs: (1) the space (spaces go from first at top to bottom) on the sign located in front of the building and (2) by the entrance to the Tenant's door. This sign shall be of the material and size as provided by the Landlord. All signs are to be at Tenant's expense and become a fixture of the Landlord's upon the termination of the Lease.

39. TRASH AND GARBAGE. All trash and garbage shall be placed in the designated City trash can. The City does not take items placed outside the trash cans. Therefore, large boxes or other items shall be broken apart and placed in said cans. Items which do not fit within the trash can must be removed by the tenant.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

Witness

LANDLORD

Witness

Witness

TENANT

Witness

Landlord Initials____ Tenant Initials____