

COMMERCIAL LEASE AGREEMENT

Section 1 - **PARTIES:**

This Lease is made and entered into this _____ day of July, between, Steve Ramey, hereinafter called Lessor, whose principal place of business is at 4127 Okemos Rd Suite 2, Okemos, Michigan 48864, and _____ hereinafter called the Lessee(s), whose principal place of business is at _____, _____.

Section 2 - **PREMISES:**

Lessor, in consideration of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter expressed, does hereby demise and lease to the Lessee, and the Lessee does hereby take and hire from, the following premises, situated in the City of Okemos, County of Ingham and State of Michigan, known and described as follows: 4125 Okemos Rd Suite 23, Okemos, Michigan 48864; **1047** Square Footage.

Section 3 - **TERM OF LEASE:**

The term shall commence on the First (1st) day of _____ 2020 or such earlier or later date as mutually agreed upon by both Lessor and the Lessee, and terminate on the 31st of _____, a term of one year, such premises to be used by the Lessee for: Professional Office Consulting.

Section 4 - **RENT PAYABLE:**

The Lessee agrees and promises to pay \$ _____ in monthly rental installments. Upon lease execution Lessee agrees to pay the first months rent of \$ _____.

The monthly rental payments are due on the first (1) day of each month during the term of this lease agreement or any extension thereof. In the event the Lessee has not paid the monthly rent due to Lessor by the fifth (5th) of the month, the Lessee shall pay a service charge of five percent (5%) of the monthly rental amount. This five percent (5%) service charge is to be paid for each and every month the rent is not paid by the 5th of the month.

All rental payments shall be made by checks payable to Lessor and mailed to it at the address designated by Lessor, or by check made payable to any other payee or mailed to any other address which Lessor or any successors in interest to Lessor may designate in writing.

Section 4.1 B **SECURITY DEPOSIT:**

The security deposit is \$ _____.

Section 5 - **LESSEE MAINTENANCE:**

Lessee agrees to provide or pay for building and property maintenance as follows: Individual office trash to be deposited in the complex dumpster.

Section 6 - **LESSOR MAINTENANCE:**

Lessor agrees to provide or pay for building and property maintenance as follows: The Lessor

agrees to keep and maintain the outer walls and the roof of the leased premises in good repair during the term of this lease. Complex common area maintenance such as snow removal if there is a snow accumulation of greater than 2@.

Section 7 - UTILITIES:

Lessee agrees to pay promptly when due all charges made against the premises for all utilities during the term of this lease. Utilities shall be placed in Lessee=s name as of the date of the commencement of this lease.

Section 8 - LESSEE'S SIGN IDENTIFICATION:

Lessee shall have the right to install and maintain signs in connection with its use of said premises. The signs must be approved by Lessor in writing and limited to the following conditions: Placement on front lobby door of Unit or on large window of Lessee=s Unit.

Section 9 - PARKING:

Lessee agrees not to erect any signs in or around the parking area indicating that any parking spaces or sections of the parking lot are reserved for any purpose.

Section 10 - ALTERATIONS AND SURRENDER OF PREMISES:

The Lessee covenants and agrees that it will make no structural change or major alteration without Lessor=s consent, which shall not be unreasonably withheld, and that it will not in any manner deface or injure said premises or any part thereof, and that it will return said premises peaceably and promptly to Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in, ordinary wear and tear excepted.

Section 11 - FIXTURES AND PERSONAL PROPERTY:

Any trade fixtures, equipment, and other property installed in or attached to the demised premises by or at the expense of the Lessee shall remain the property of the Lessee. Lessor agrees that Lessee shall have the right to remove any and all of its trade fixtures, equipment and other property provided, however, that in the event of such removal Lessee shall restore the premises to substantially the same condition in which the premises were at the time Lessee took possession, ordinary wear and tear excepted.

Section 12 - ABANDONED PROPERTY:

In the event Lessee shall abandon said premises and leave on said premises any personal property, then Lessor has the absolute right to remove said personal property from the premises and dispose of it in any way Lessor deems reasonable.

Section 13 - INSPECTION:

Lessor shall have the right at all reasonable times to inspect the interior of the premises and to perform any and all repairs necessarily required of Lessor and to periodically assess the condition of said premises.

Section 14 - SHOWING OF PROPERTY:

Lessor shall, during the last ninety (90) days of the lease term, be allowed to show the premises to prospective Lessees and to place any "For Lease" signs that Lessor deems necessary on or

about the premises to assist Lessor in re-renting said premises.

Section 15 - ASSIGNING:

The Lessee may assign its interest in the lease with the consent of Lessor, which shall not be unreasonably withheld, but such assignment shall not relieve the Lessee of its obligations under this lease unless Lessor shall consent in writing to such release of Lessee's obligations.

Section 16 - SUBLETTING:

The Lessee shall have the right to sublet the premises with the consent of Lessor, which consent shall not be unreasonably withheld. The sublet of this lease shall in no way release the Lessee or Lessor from their responsibilities or covenants herein.

Section 17 - TAXES AND INSURANCE:

Lessor shall pay all real estate taxes and insurance for said premises.

Section 18 - INSURANCE:

~~Lessee agrees to carry minimum of \$300,000.00 public liability insurance and a minimum of \$300,000.00 property damage insurance protecting both Lessor and Lessee as their respective interest may appear. A copy of said insurance policy shall be provided by Lessor.~~

Section 19 - WAIVER OF SUBROGATION:

Each party does hereby remise, release and discharge the other party, and any officer, agent, employee, or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.

Section 20 - FIRE OR HAZARD:

If the leased premises or the building containing the same be damaged or destroyed by fire or other casualty, then Lessor, forthwith and with due diligence, shall repair and restore said building and premises to their condition immediately prior to such damage or destruction; and the fixed rents shall abate proportionately according to the extent that the tenant ability of the leased premises is affected. However, in the event the demised premises are completely destroyed or damaged so as not to be useable by the Lessee for the purposes herein provided, then upon written notice upon the other, fixed rents shall abate according to the time period that the tenantability of the leased premises is affected.

Section 21 - DEFAULT:

If Lessee shall default in fulfilling any covenant or condition of this lease, or if Lessor shall deem objectionable or improper any conduct of Lessee or any of those dwelling in or visiting the premises, Lessor may give Lessee seven (7) days notice of intention to terminate this lease and, at the expiration of said seven (7) days, the Lessee will then quit and surrender the premises to Lessor according to the laws of Michigan. Lessor at its option may also elect to terminate this lease agreement, thereby relieving itself of any further duties or obligations hereunder, and thereafter take or commence whatever steps or proceedings Lessor deems appropriate for the collection of damages or other relief; or without disaffirming this lease agreement, restore himself to the exclusive use and possession of the leased premises in any manner permitted or afforded by law, and thereafter re-let the leased premises or any part

thereof for the account of Lessee to any person, upon such terms and conditions as Lessor in its sole discretion shall determine. If the rentals collected by Lessor upon any such re-letting for Lessee's account are insufficient to satisfy the monthly rentals in amounts herein reserved and not previously paid by Lessee, Lessee shall pay the amount of each monthly deficiency upon demand together with the cost of any repairs, alterations, or redecoration necessary for such re-letting. In all cases where Lessor retakes possession prior to the expiration of this lease, the Lessee shall pay to Lessor such rent accruing between Lessee's removal from the premises and re-rental at the monthly rate paid by Lessee under the terms hereof. However, nothing contained herein shall in any way eliminate Lessor's duty to mitigate his damages. Lessor may also recover its actual attorney fees incurred in the enforcement of any provisions of this lease.

Section 22 B *NON-LIABILITY:*

Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omission(s) of any persons occupying adjoining premises or any part of the premises adjacent to or connected with the demised premises or any part of the building of which the demised premises are a part of for any loss or damage resulting to Lessee or his property from burst, stopped or leaking water, gas, or sewer pipes, or for any damage or loss of property within the demised premises from any cause whatsoever excepting that caused by the negligence of the Lessor, his agents or employees, and no such occurrence shall be deemed to be an actual or constructive eviction from the demised premises or result in any abatement of rental. In the event of any sale or transfer (including any transfer by operation of law) of the demised premises Lessor (and any subsequent owner of the demised premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Lessor's (or such subsequent owner's) respective period of ownership, provided that the transferee assumes in writing all of the obligations of the Lessor under this Lease.

Section 23 B *FORCE MAJEURE:*

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, civil disturbances, picketing, demonstrations, insurrection, war or other reason of the like nature not the fault of the party delayed in performing work or doing acts required under the term of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Lessee from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

Section 24 B *NOTICES:*

Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other, such notice or demand shall be given in writing and forwarded by mail addressed as follows:

To the Lessor at: 4127 Okemos Suite 2, Okemos, Michigan 48864

To the Lessee at: _____, Okemos, Michigan 48864

Such addresses may be changed from time to time by either serving notices as above provided.

Section 25 - **OBLIGATION OF SUCCESSORS:**

Lessor and the Lessee agree that all the provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate paragraph hereof, and that all the provisions hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

Section 26 - **EFFECT OF PARTIAL INVALIDITY:**

The invalidity or unenforceability of any part of this lease shall not impair any other provision.

Section 27 - **HEADINGS OF SECTIONS:**

The headings of sections are for convenience only and do not define, limit, or construe the contents.

Section 28 - **PLURAL LESSORS AND LESSEES:**

If there shall be more than one Lessor-Lessee named in this lease, the word Lessor-Lessee shall mean and include all of the named Lessors-Lessees, and each named Lessor-Lessee shall be jointly and severally liable and responsible for all of the obligations of the Lessor-Lessee under this lease. Service of notice on or by one of the named Lessors-Lessees shall constitute service on or by all Lessors-Lessee.

Section 29 - **OTHER PROVISIONS:**

IN WITNESS HEREOF the parties hereto set forth their signatures on the _____ day of _____ 2020.

Witnesses to Lessor: LESSOR

xxxxxxxxxxxxxxxxxxxx Steve Ramey

Witnesses to Lessee: LESSEE:

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Witnesses to Lessee: LESSEE:

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