



# COMMERCIAL LEASE AGREEMENT

For Use by the Members of the Stark Trumbull Area REALTORS, Inc.



This lease is entered into by and between \_\_\_\_\_ with an address of \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ with an address of \_\_\_\_\_ ("Tenant"). In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

### ARTICLE I: PREMISES

1. PREMISES. Landlord hereby Leases to Tenant, and Tenant hereby leases from Landlord, the property located at: \_\_\_\_\_ (the "Premises") for the term of this lease as set forth herein. This Lease also includes all improvements thereon and all easements, rights, and appurtenances appertaining thereto.
2. USE. The Premises shall be used and occupied by Tenant solely for lawful business functions as \_\_\_\_\_ and for purposes and services customarily incidental thereto but for no other purpose without the prior written consent of Landlord.

### ARTICLE II: TERM & RENT

3. INITIAL TERM. The term of this Lease will be for \_\_\_\_\_ ( ) months, commencing at 12:01 A.M. on \_\_\_\_\_, and ending at 11:59 P.M. on \_\_\_\_\_, unless sooner terminated pursuant to the provisions hereof. The initial term along together with those renewal terms are collectively hereinafter referred to as the "Term".
4. RENT.
  - (a) Tenant agrees to pay to Landlord, without demand and without any deduction or set off, rent in the sum of \$\_\_\_\_\_, payable in equal monthly installments of \_\_\_\_\_ dollars (\$ ) each, in advance, on the first day of each month during the term of this Lease.
  - (b) Rental payments shall be made payable and sent to Landlord's managing agent, at the following address: \_\_\_\_\_ or at such other address as may from time to time be determined by Landlord.

5. SECURITY DEPOSIT.
  - (a) A security deposit equal to one (1) month's rent shall be paid to Landlord upon execution of this Lease.
  - (b) An additional security Deposit of \_\_\_\_\_ Dollars (\$ ) shall be paid to Landlord upon execution of this Lease for purposes of \_\_\_\_\_.
6. LATE FEES. If Tenant fails to pay any installment of rent or any other amount due hereunder with good funds within 10 days of the date it is due, Tenant shall immediately pay Landlord a late payment charge equal to five percent (5%) of the overdue amount per month to cover additional administrative costs. In addition thereto, Tenant shall pay interest at the rate of fifteen percent (15%) per annum on all amounts 30 days past due. The date of payment shall be determined by the date it is received by Landlord, not the date placed on the check.
7. NON-SUFFICIENT FUNDS. Tenant shall be charged an amount equal to any bank service charge incurred by Landlord plus Fifty Dollars (\$50.00) for each payment that is not paid and is returned to Landlord or Landlord's management company for the reason of insufficient funds.

### ARTICLE III: EXTENSION

8. EXTENSION.
  - (a) Provided Tenant is not in default of the obligations of this Lease, Tenant shall have the option to renew the Term for up to \_\_\_\_\_(\_\_\_\_) additional \_\_\_\_\_(\_\_\_\_) month terms.
  - (b) Tenant must notify Landlord in writing no later than ninety (90) days prior to the expiration of the then current Lease Term of its desire to exercise this Lease renewal option.
  - (c) Rental rate during renewal periods shall be: \_\_\_\_\_
  - (d) All other terms and conditions of this Lease will remain in full force and effect during the renewal period(s).

### ARTICLE IV: TENANT RESPONSIBILITIES

9. UTILITIES. Tenant will pay for all utilities and services furnished to the Premises including but not limited to: telephone and internet, electricity, gas, heat, trash removal, water, and sewer charges. Landlord shall not be liable for any loss or expense incurred by Tenant by reason of the interruption or failure of any utility or service if due to any cause beyond Landlord's control. Tenant will place all utilities in Tenant's own name whenever possible and will also pay any utility bills not able to be placed in Tenant's name within 15 days after receiving such bills from the Landlord.
10. SECURITY DEPOSIT. Any and all security deposits shall be deposited in the Landlord's operating account until this Lease or Tenant's right to possession of the Premises is terminated. The security deposit shall be returned to Tenant within thirty (30) days after termination of this Lease and after delivery of possession of the Premises to Landlord, subject to the provisions set forth herein. TENANT MAY NOT APPLY THE SECURITY DEPOSIT AGAINST THE LAST MONTH'S RENTAL PAYMENT. If the Premises are sold during the term of this Lease, the Landlord will transfer the security deposit to the purchaser and shall be relieved of all liability to Tenant. Tenant shall look solely to the Purchaser for all obligations including the return or application of the security deposit. The security deposit, or any portion that is returned, shall be paid to the Tenant or Tenants shown in the heading of this Lease. The Premises must be returned to Landlord in clean rentable condition. The security deposit shall be returned to Tenant without interest subject to and conditioned upon the following:
  - (a) Landlord shall deduct all damages for any breach of this Lease, including the cost of preparing the Premises to be re-rented and any commission paid to obtain a new Tenant for the Premises.
  - (b) Tenant has given Landlord proper notice prior to leaving the Premises with a forwarding address and has returned all keys to the Premises to Landlord at the address where rent is paid.
  - (c) Landlord may deduct the cost of any unreimbursed repairs, replacements, redecorating, and/or refurbishing of the Premises or any fixtures, systems, or appliances damaged beyond reasonable wear and tear. Landlord will deduct the cost of repairing and redecorating the Premises as a result of placing stickers or hangers on the walls or for holes or scratches in walls or woodwork beyond ordinary wear and tear. Scratches or indentations in wood or resilient flooring are not considered ordinary wear and tear.

- (d) Reimbursement of any unpaid late charges, delinquent rents, or unpaid invoices for extra services or charges.
- 3. PERSONAL PROPERTY TAXES. Tenant shall pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Tenant located upon the Premises or Tenant's use of the Premises.
- 4. MAINTENANCE & REPAIR.
  - (a) Tenant acknowledges that at the time of Tenant's possession of the Premises, it has examined the Premises including fixtures, equipment and personal property and that they are in good condition and repair. Tenant shall keep the same clean, safe and in as good order and repair as they were at the commencement of the Term, ordinary wear and tear excepted. Tenant will pay for all damage to the Premises and repairs required due to any act or negligence of Tenant or others.
  - (b) Tenant shall be responsible for maintenance and repair of all building systems of the Premises, including, but not limited to, interior and exterior doors, overhead doors, windows, glass, plumbing fixtures and pipes, HVAC systems, electrical wiring systems and fixtures, floors, interior walls, stairways, equipment, railings, entryways, awnings, and other areas and systems of the leased premises.
  - (c) Tenant shall keep all pavement and appurtenances free of ice, snow and trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition.
  - (d) Tenant shall be responsible for all maintenance and repairs not required to be undertaken by Landlord in Article V, Section 2.
- 5. INSURANCE.
  - (a) Tenant agrees to carry at all times public liability insurance in the minimum amount of \$1,000,000 for bodily injury to or death of persons, and \$1,000,000 for damage to or destruction of property.
  - (b) Tenant agrees to insure at all times its fixtures and personal property against fire and other causes included in standard extended coverage by policies which shall include a waiver by the insurer of all right of subrogation against Landlord in connection with any loss or damage thereby insured against.
  - (c) Tenant's insurance policies shall name Landlord and Tenant as the insured, as their interests may appear, and shall provide that the insurer may not change or cancel such insurance without giving 30 days prior written notice to Landlord. Tenant shall furnish Landlord with a copy of such policies or a certificate of insurance upon commencement of Lease and each renewal of the policy.
- 6. IMPROVEMENTS. Tenant shall not paint or deface the Premises or make any alterations, additions, or improvements without, on each occasion, obtaining the prior written consent of Landlord. Unless otherwise agreed in writing, all alterations, additions and improvements shall, upon installation, become the property of Landlord and shall remain on the Premises at the expiration or termination of this Lease; provided, however, that Landlord, at its option, may require Tenant to remove any such alteration, additions or improvements and restore the Premises to its former condition.
- 7. SIGNAGE. Tenant shall be allowed to install signage upon obtaining prior written approval from Landlord. Tenant shall not install any signs on the roof structure. Tenant shall keep all signage in good repair.
- 8. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this Lease, nor sublet all or any portion of the Premises, nor permit the occupation by others, without on each occasion obtaining the prior written consent of Landlord.
- 9. SMOKING. Neither tenant, its employees, nor anyone else shall smoke inside the Premises.
- 10. PARKING.
  - (a) Landlord grants to Tenant general parking for use in conducting tenant's business in the designated parking areas. Parking may be shared with co-tenants. No vehicles are to remain for more than 24 hours without permission from Landlord.
  - (b) Employee parking shall be in portions designated by Landlord.
- 11. ESTOPPEL CERTIFICATES. During the term hereof, Tenant, upon request from Landlord or any Lender of Landlord, shall complete, execute, and promptly return estoppel certificates.

**ARTICLE V: LANDLORD RESPONSIBILITIES**

- 1. INSURANCE. During the Term of this Lease, Landlord shall maintain, at its sole expense and in its sole discretion, fire, and extended coverage casualty insurance on the Premises.
- 2. MAINTENANCE & REPAIR. Landlord shall be responsible to maintain and repair all structural components of the building including foundations, exterior walls, columns, rafters, purlins, girts and floors, and damage as a result of failure of any such structural components; all utility lines located outside and up to the building including, but not limited to, gas, electric, water supply, sanitary sewer, drainage system, and storm sewer system; and the roof, downspouts, and exterior storm drains associated with the Premises.
- 3. IMPROVEMENTS. Landlord agrees to make the following improvements to the facility prior to occupancy by the Tenant:

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**ARTICLE VI: QUIET POSSESSION & REPUTATION**

- 1. QUIET ENJOYMENT. Provided Tenant is not in default of the terms of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease and any extension or renewal.
- 2. NUISANCE. Tenant will not permit Premises to be used in any manner that will be a nuisance or damage the reputation of the Premises. This includes, but is not limited to, anything that is a nuisance, annoyance, inconvenience to, or results in damage to the other co-tenants or the adjacent neighborhood.

**ARTICLE VII: ACCESS**

Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective Tenants, buyers or lenders. Landlord may also enter the Premises

when the same appears to be abandoned and for the purpose of placing signs offering the Premises for sale or lease. In an emergency and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.

#### **ARTICLE VIII: FIRE AND CASUALTY**

This Lease shall terminate upon a total destruction of the Premises due to any casualty and rent will be apportioned as of such date. In the event the Premises is damaged by casualty not the fault of Tenant so as to render the Premises totally unsuitable for the use for which the same are leased, rent will be abated until Landlord shall have restored the Premises to substantially its former condition. Provided that Landlord's repairs shall not have been completed within a commercially reasonable amount of time, Tenant may terminate this Lease and rent will be apportioned as of the date of the casualty. In the event the Premises are only partially rendered unsuitable, rent shall only proportionally abate until repairs are completed. If the damages are the result of the act or inaction of Tenant or any employee, guest or customer of Tenant, there shall be no abatement of rent and Tenant shall be liable for the full cost of promptly repairing the Premises.

#### **ARTICLE IX: CONDEMNATION**

If the entire Premises are acquired or condemned by the power of eminent domain by any public or other authority, or Deed in Lieu, then this Lease will terminate upon the date such taking becomes effective. Rent and other payments will be apportioned as of such date. If any part of the Premises is so acquired or condemned so as to render the Premises unsuitable for the use for which the same are Leased, then this Lease may be terminated by either party upon thirty days written notice to the other. Rent and other payments will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent and other payments will be abated according to the nature and extent of the area taken.

#### **ARTICLE X: WAIVER OF SUBROGATION**

Landlord and Tenant mutually agree to waive all rights of subrogation each may have against the other in regard to damages to the Premises caused by any perils covered under casualty insurance coverage to the extent the party is responsible for repairs, and may be reimbursed as a result of the insurance coverage. However, the foregoing waivers of subrogation shall not apply in any case in which the application thereof would result in the invalidation of any such insurance or the violation of any provision contained therein.

#### **ARTICLE XI: INDEMNIFICATION**

1. TENANT. Tenant shall indemnify and hold Landlord harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees, and liabilities of whatever nature, arising out of or relating to (i) any default by Tenant in the performance or observance of any covenant, term or condition of this Lease, (ii) loss or damage of any kind and damage to any property or injury or death to any person occurring on or about the Premises due to any cause other than Landlord's negligence, and (iii) Tenant's use and occupancy of the Premises.
2. LANDLORD. Landlord shall indemnify and hold Tenant harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees, and liabilities of whatever nature, arising out of or relating to any default by Landlord in the performance or observance of any covenant, term or condition of this Lease.

#### **ARTICLE XII: DEFAULT AND REMEDIES**

1. DEFAULT.
  - (a) If Tenant's rent or other payment hereunder is not paid when due, or
  - (b) any other term of the Lease is in default for a period of ten (10) days after written notification from the Landlord or it's assigns, or
  - (c) if a petition of bankruptcy shall be filed by Tenant, or
  - (d) if Tenant shall make assignment for the benefit of creditors, or
  - (e) if this lease shall by operation of law pass to any entity other than Tenant, then the Tenant shall be in default of this Lease.
2. REMEDIES. Upon any default by Tenant, Landlord may, at its option,
  - (a) terminate this Lease and/or commence eviction proceedings in accordance with the laws of Ohio;
  - (b) Landlord shall have the right to enter upon the Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any other occupants and their effects, either with or without termination of this Lease. Any entry may be with or without process of law, by force if necessary, or otherwise according to law. No entry shall subject Landlord to any liability for trespass or damages. Upon any entry or termination, Landlord agrees to use reasonable efforts to relet the Premises on Tenant's behalf or otherwise, for such term and rent as Landlord may determine;
  - (c) No act or failure to act by Landlord shall waive any remedies which Landlord may have for arrears of rent or breach of covenant or release Tenant from any liability whatsoever;
  - (d) Upon any termination or entry as above, Tenant shall indemnify Landlord against all loss of rents and other amounts which Landlord may incur over the remainder of the term in addition to paying all overdue rent and other payments. At Landlord's election, Tenant shall pay to Landlord an amount equal to the excess of the rent and other payments. At Landlord's elections, Tenant shall pay to Landlord an amount equal to the excess of the rent and other payments hereunder for the remainder of the term over the fair rental value of the Premises over the same period; and
  - (e) Tenant shall also pay to Landlord all costs and expenses incurred by Landlord by reason of Tenant's default including, without limitation, attorney's fees, costs of regaining possession and reletting the Premises, broker's fees, storage fees and repairing and cleaning costs.

#### **ARTICLE XIII: MISCELLANEOUS**

1. UNAVOIDABLE DELAYS. Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or services, wars, governmental laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such party; provided, however, that this section shall not excuse Tenant from the prompt payment of rent or any other amount due herein.
2. SURRENDER AND HOLDING OVER. No surrender of the Premises or this Lease shall be effective unless accepted in writing by Landlord. At the expiration or sooner termination of this Lease, Tenant will remove its effects and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any property left on the Premises

offer Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store, and/or dispose of the same as it sees fit. If Tenant holds over beyond the expiration or termination of this Lease and rent is accepted by Landlord, only a month-to-month tenancy shall be created which will otherwise be governed by the terms and conditions of this Lease. Nothing in this section shall be construed as a consent to any holding over by Tenant.

- 3. ENTIRE AGREEMENT. The parties acknowledge that they have read and understand the terms of this Lease. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representation that are not expressly set forth herein. This Lease may only be amended in writing and signed by both Landlord and Tenant.
- 4. SEVERABILITY. If any provision of this Lease shall be held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 5. CAPTIONS. The captions in this Lease are inserted only for convenience and in no way construe, or interpret the provisions hereof or affect their scope or intent.
- 6. PARTIES BOUND. This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
- 7. NOTICES. All notices provided to be given under this agreement shall be given by certified mail or national overnight carrier that provides a written receipt of delivery and is addressed to the proper party at the address at the beginning of this document or subsequent address provided in accordance herewith.
- 8. WAIVER. In the event that Landlord shall fail to enforce any term, condition, or obligation under this Lease, for whatever reason, such failure shall not constitute a waiver of Tenant's future obligations nor prejudice Landlord's rights under this Lease.
- 9. RULES AND REGULATIONS. Landlord and/or Owner shall have the right from time to time to impose rules and/or regulations in addition to those set forth in this Lease. All such rules and/or regulations shall be posted or presented to Tenant in writing and shall become part of this Lease as if fully rewritten in this Lease. Failure by Tenant to abide by any such rules and/or regulations shall constitute a breach of this Lease.
- 10. GOVERNING LAW. This agreement shall be construed and governed under the laws of the state of Ohio.
- 11. Time is of the essence in regard to the terms and conditions of this Lease.

**ARTICLE XIV: ENVIRONMENTAL INDEMNITY**

Each party, and its successors and assigns (as "Indemnitor"), will protect, defend, hold harmless and indemnify the other party ("Indemnitee") from, against, and in respect of any claims and costs that may be suffered by any of the Indemnified Parties relating to the Leased Premises resulting from any environmental damages or pollution or the breach of any environmental law, rule or Federal, State or Local regulations.

IN WITNESS WHEREOF, this Lease is executed on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDLORD:

By: \_\_\_\_\_

\_\_\_\_\_

TENANT

By: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, and personally appeared the above-named \_\_\_\_\_, the Landlord, who acknowledged that he did sign the foregoing instrument and that it was his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, and personally appeared the above-named \_\_\_\_\_, the Tenant, who acknowledged that he did sign the foregoing instrument and that it was his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public