COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Lease") is made on _____ (the "Effective Date").

Landlord: _____, notice address _____.

Tenant: _____, notice address _____.

1. PREMISES

Landlord leases to Tenant Suite _____ at _____ (the "Premises"), containing about _____ rentable square feet, together with the shared use of the common areas of the property. Tenant's Pro Rata Share of shared property costs is _____ percent.

Parking (check one): [ ] none; [ ] shared, unreserved parking; [ ] these reserved spaces: _____.

2. TERM AND RENEWAL

The Term begins on _____ (the "Commencement Date") and ends on _____ (the "Expiration Date").

Renewal (check one): [ ] no renewal option; [ ] Tenant has _____ option(s) to renew for _____ years each, by written notice given no earlier than _____ months and no later than _____ months before the Term ends, at [ ] fair market rent / [ ] a _____ percent increase.

3. RENT

Base Rent is $_____ per month (equal to $_____ per rentable square foot per year), due in advance on the _____ day of each month, beginning on _____ (the "Rent Commencement Date"). Base Rent is abated for the first _____ months after the Rent Commencement Date.

Base Rent increases each year by (check one): [ ] nothing; [ ] _____ percent; [ ] $_____; [ ] the change in the Consumer Price Index (CPI-U), with a minimum of _____ percent and a maximum of _____ percent.

Rent not received within five days after it is due carries a late charge of _____ percent of the overdue amount.

4. OPERATING COSTS

Lease structure (check one): [ ] Triple net: Tenant pays its Pro Rata Share of real estate taxes, Landlord's building insurance and common area maintenance costs on top of Base Rent. [ ] Gross: Landlord pays those costs out of Base Rent. [ ] Modified gross: Tenant pays its share of _____, and Landlord pays the rest out of Base Rent.

Tenant pays its share in monthly estimated payments of $_____. Within 120 days after each calendar year, Landlord will deliver a statement of actual costs, and the parties will settle any difference within 30 days. Common

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area costs exclude capital improvements, loan payments, depreciation, leasing costs and costs caused by Landlord's negligence.

Utilities (check one): [ ] Tenant pays all utilities for the Premises; [ ] Landlord provides utilities as part of Base Rent.

5. SECURITY DEPOSIT

Tenant will deliver (check one): [ ] a cash security deposit of $_____; [ ] a bank letter of credit for $_____; [ ] no security. Landlord may apply it to cure a default and will return any balance, with a list of deductions, within 30 days after Tenant surrenders the Premises or any shorter period the law requires.

6. USE

Tenant will use the Premises only for: _____ (the "Permitted Use"). Landlord will not lease other space in the property for this use: _____ (leave blank for no exclusive).

Tenant will comply with all laws that apply to its use and alterations. Landlord is responsible for the structure, the common areas and the Premises as delivered under accessibility laws. Tenant will not bring hazardous substances onto the property except ordinary supplies used lawfully.

7. CONDITION AND IMPROVEMENTS

(Check one): [ ] Tenant accepts the Premises as is. [ ] Landlord will complete this work before the Commencement Date: _____. [ ] Tenant will complete this work with Landlord's approval of its plans: _____, and Landlord will pay an allowance of up to $_____ after the work is complete and lien waivers are delivered.

Tenant may not make alterations without Landlord's consent, except cosmetic work costing less than $_____ per project.

8. MAINTENANCE, INSURANCE AND INDEMNITY

Landlord maintains the roof, structure, common areas and building systems serving more than the Premises. Tenant maintains the interior of the Premises. HVAC serving the Premises is maintained by (check one): [ ] Tenant, including replacement; [ ] Tenant, with Landlord replacing worn-out equipment; [ ] Landlord.

Tenant will carry commercial general liability insurance of at least $_____ per occurrence naming Landlord as additional insured, and property insurance on its own property. Landlord will insure the building. Each party waives claims against the other to the extent covered by property insurance.

Each party will indemnify the other against claims caused by its own negligence, willful misconduct or breach of this Lease. Nothing in this Lease excuses a party's own negligence.

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9. SIGNS, ASSIGNMENT AND SUBLETTING

Tenant may install these signs with Landlord's approval of their design: _____.

Tenant may assign this Lease or sublet only with Landlord's written consent, which (check one): [ ] will not be unreasonably withheld; [ ] Landlord may withhold in its sole discretion. [ ] Transfers to affiliates or a buyer of Tenant's business are allowed without consent. Tenant remains liable after any transfer.

10. DEFAULT, HOLDOVER AND SURRENDER

Tenant is in default if it does not pay Rent within _____ days after written notice, or does not cure another default within _____ days after written notice. Landlord may then end this Lease or Tenant's right to possession and recover its damages, using only the process the law allows, and will make reasonable efforts to relet where the law requires.

If Tenant stays after the Lease ends without consent, Base Rent is _____ percent of the last monthly Base Rent. At the end, Tenant will return the Premises broom clean and in good condition, except normal wear.

11. OTHER TERMS

This Lease is subordinate to Landlord's mortgage only if the lender agrees not to disturb Tenant's possession while Tenant is not in default. Each party will sign an estoppel certificate within 10 business days after request. Brokers: _____.

Personal guaranty (check one): [ ] none; [ ] _____ guarantees Tenant's obligations [ ] in full / [ ] up to $_____, released after _____ months without a default.

The laws of the State of _____ govern this Lease. Lawsuits will be brought in _____ County. This Lease is the complete agreement, may be changed only in a signed writing, and may be signed in counterparts and electronically. Additional terms: _____

Note: some states add their own rules for commercial leases, such as California's Certified Access Specialist (CASp) statement, Florida's radon gas notice, and a notary acknowledgment for Ohio leases longer than three years. Check your state's rules before you sign.

SIGNATURES

Landlord

Signature: _____ Date: _____

Printed Name: _____

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Tenant

Signature: _____ Date: _____

Printed Name: _____

Guarantor (if any)

Signature: _____ Date: _____

Printed Name: _____

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