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Texas association of realtors commercial lease agreement form

1 TEXAS ASSOCIATION OF REALTORS COMMERCIAL LEASE USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED Texas Association of REALTORS, Inc 2010 Table of Contents No Paragraph Description Pg 1 2 Parties Leased Premises Term 2 A Term B Delay of Occupancy 4 Rent and Expenses 3 A Base Monthly Rent B First Full Month's Rent C Prorated Rent D Additional Rent E Place of Payment F Method of Payment G Late Charges H Returned Checks 5 Security Deposit 4 6 Taxes 4 7 Utilities 4 8 Insurance 5 9 Use and Hours 6 10 Legal Compliance 6 11 Signs 7 12 Access By Landlord 7 13 Move-In Condition 7 14 Move-Out Condition 7 15 Maintenance and Repairs 8 A Cleaning B Conditions Caused by a Party C Repair & Maintenance Responsibility D Repair Persons E HVAC Service Contract F Common Areas G Notice of Repairs H Failure to Repair 16 Alterations 9 17 Liens 9 18 Liability Indemnity Default Abandonment, Interruption of Utilities, Removal of Property & Lockout 10 No Paragraph Description Pg 22 Holdover Landlord's Lien & Security Interest Assignment and Subletting Relocation Subordination Estoppel Certificates & Financial Info Casualty Loss Condemnation Attorney's Fees Representations Brokers Addenda Notices Special Provisions Agreement of the Parties 14 ADDENDA & EXHIBITS (check all that apply) Exhibit Exhibit Commercial Lease Addendum for Broker's Fee (TAR-2102) Commercial Lease Addendum for Expense Reimbursement (TAR-2103) Commercial Lease Addendum for Extension Option (TAR-2104) Commercial Lease Addendum for Percentage Rent (TAR-2106) Commercial Lease Addendum for Parking (TAR-2107) Commercial Landlord's Rules and Regulations (TAR-2108) Commercial Lease Guaranty (TAR-2109) Commercial Lease Addendum for Right of First Refusal (TAR-2105) Commercial Lease Addendum for Optional Space (TAR-2110) Commercial Lease Addendum for Construction (TAR-2111) or (TAR-2112) Commercial Lease Addendum for Contingencies (TAR-2119) Information About Brokerage Services (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 1 of 15 Coldwell Banker Commercial Southwest 401 S Austin ST Brenham, TX Phone: Fax: George Alexander 2 TEXAS ASSOCIATION OF REALTORS COMMERCIAL LEASE USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED Texas Association of REALTORS, Inc PARTIES: The parties to this lease are: Landlord: Tenant ; and 2 LEASED PREMISES: A Landlord leases to Tenant the following described real property, known as the "leased premises", along with all its improvements (Check only one box): (1) Multiple-Tenant Property: Suite or Unit Number containing approximately square feet of rentable area in (project name) at (address) in (city), (county), Texas, which is legally described on attached Exhibit or as follows: (2) Single-Tenant Property: The real property at: (city), is legally described on attached Exhibit (address) in (county), Texas, which or as follows: B If Paragraph 2A(1) applies: (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property The rentable area will not be adjusted if re-measured 3 TERM: A Term: The term of this lease is months and days, commencing on: (Commencement Date) and ending on (Expiration Date) (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 2 of 15 3 Commercial Lease concerning: B Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs C Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body 4 RENT AND EXPENSES: A Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit or as follows: Dates Rate per rentable square foot (optional) From To \$ Monthly Rate \$ Annual Rate / rsf / month / rsf / year / rsf / month / rsf / year / rsf / month / rsf / year / rsf / month / rsf / year / rsf / month / rsf / year Base Monthly Rent \$ B Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply): (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103) (2) Commercial Lease Addendum for Percentage Rent (TAR-2106) (3) Commercial Lease Addendum for Parking (TAR-2107) (4) All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease C First Full Month's Rent: The first full monthly rent is due on or before D E Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences The prorated rent is due on or before the Commencement Date Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing: Name: Address: (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 3 of 15 4 Commercial Lease concerning: F G Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due In this paragraph, the mailbox is not the agent for receipt for Landlord The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20 H Returned Checks: Tenant will pay \$ for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment SECURITY DEPOSIT: A Upon execution of this lease, Tenant will pay \$ to Landlord as a security deposit B Landlord may apply the security deposit to any amounts owed by Tenant under this lease If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated C Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises UTILITIES: A The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities (Check all that apply) N/A Landlord Tenant (1) Water (2) Sewer (3) Electric (4) Gas (5) Telephone (6) Internet (7) Cable (8) Trash (9) (10) All other utilities B The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 4 of 15 5 Commercial Lease concerning: B C D Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises (Check one box only) (1) INSURANCE: Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ per hour Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice Hourly charges are charged on a half-hour basis Any partial hour will be rounded up to the next half hour Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph (3) Tenant will pay for the HVAC services under this lease A During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas: (1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below) (a) \$1,000,000; or (b) \$2,000,000 If neither box is checked the minimum amount will be \$1,000,000 (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and (3) business interruption insurance sufficient to pay 12 months of rent payments; B Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change C If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may: (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or (2) exercise Landlord's remedies under Paragraph 20 D Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate E If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 5 of 15 6 Commercial Lease concerning: 9 USE AND HOURS: A Tenant may use the leased premises for the following purpose and no other: B Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates C The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 10 LEGAL COMPLIANCE: A Tenant may not use or permit any part of the leased premises or the Property to be used for: (1) any activity which is a nuisance or is offensive, noisy, or dangerous; (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property; (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease; (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance; (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters; (6) the permanent or temporary storage of any hazardous material; or (7) B "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted C Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property 11 SIGNS: A Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations B Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 6 of 15 7 Commercial Lease concerning: C By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends 12 ACCESS BY LANDLORD: A During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises B During the last days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises 13 MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property 14 MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY: A At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants B If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord C "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse D By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends 15 MAINTENANCE AND REPAIRS: A Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 7 of 15 8 Commercial Lease concerning: B Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants C Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any) The specified items must be maintained in clean and good operable condition If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification The specified items include and relate only to real property in the leased premises Tenant is responsible for the repair and maintenance of its personal property (Check all that apply) N/A Landlord Tenant (1) Foundation, exterior walls, roof, and other structural components (2) Glass and windows (3) Fire protection equipment and fire sprinkler systems (4) Exterior & overhead doors, including closure devices, molding, locks, and hardware (5) Grounds maintenance, including landscaping and irrigation systems (6) Interior doors, including closure devices, frames, molding, locks, and hardware (7) Parking areas and walks (8) Plumbing systems, drainage systems and sump pumps (9) Electrical systems, mechanical systems (10) Ballast and lamp replacement (11) Heating, Ventilation and Air Conditioning (HVAC) systems (12) Signs and lighting: (a) Pylon (b) Facia (c) Monument (d) Door/Suite (e) Other: (13) Extermination and pest control, excluding wood-destroying insects (14) Fences and Gates (15) Storage yards and storage buildings (16) Wood-destroying insect treatment and repairs (17) Cranes and related systems (18) (19) (20) All other items and systems D Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons E HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(11), Tenant is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20 (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 8 of 15 9 Commercial Lease concerning: F Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property Landlord will maintain any elevator and signs in the common area Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas This paragraph does not apply if Paragraph 2A(2) applies G H Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair All requests for repairs to Landlord must be in writing Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph ALTERATIONS: A Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises B Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord C If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17 D Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing 17 LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph 18 LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by: A an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property; B fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 9 of 15 10 Commercial Lease concerning: 19 INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees 20 DEFAULT: A If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued B If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default C If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means If Tenant is in default, Tenant will be liable for: (1) any lost rent; (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises; (3) repairs to the leased premises for use beyond normal wear and tear; (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest; (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges; (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property; (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property; (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; (9) any other recovery to which Landlord may be entitled under this lease or under law 21 ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant 22 HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord No holding over by Tenant, with or without the consent of Landlord, will extend this lease Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 10 of 15 11 Commercial Lease concerning: 23 LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property This lease is a security agreement for the purposes of the Uniform Commercial Code Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code 24 ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord 25 RELOCATION: A By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended B Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent 26 SUBORDINATION: A This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes; (2) all advances made under any such lien, encumbrance, or ground lease; (3) the interest payable on any such lien or encumbrance; (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease; (5) any restrictive covenant affecting the leased premises or the Property; and (6) the rights of any owners' association affecting the leased premises or Property B Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder 27 ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION: A Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease B Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement) Landlord may request the financial information no more frequently than once every 12 months (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 11 of 15 12 Commercial Lease concerning: 28 CASUALTY LOSS: A Tenant must immediately notify Landlord of any casualty loss in the leased premises Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss B If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty If Landlord fails to substantially restore within the time required, Tenant may terminate this lease C If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease D If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days E If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party REPRESENTATIONS: A Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default B Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 12 of 15 13 Commercial Lease concerning: C Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation 32 BROKERS: A The brokers to this lease are: Principal Broker License No Cooperating Broker License No Agent Agent Address Address Phone Fax Phone Fax License No License No Principal Broker: (Check only one box) Cooperating Broker represents Tenant represents Landlord only representant only is an intermediary between Landlord and Tenant B Fees: (1) Principal Broker's fee will be paid according to: (Check only one box) (a) a separate written commission agreement between Principal Broker and: Landlord Tenant (b) the attached Addendum for Broker's Fee (2) Cooperating Broker's fee will be paid according to: (Check only one box) (a) a separate written commission agreement between Cooperating Broker and: Principal Broker Landlord Tenant (b) the attached Addendum for Broker's Fee 33 ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time 34 NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to: Landlord at: Address: Phone: and a copy to: Address: Phone: Landlord also consents to receive notices by at: (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 13 of 15 Fax: 14 Commercial Lease concerning: Tenant at the leased premises, and a copy to: Address: Phone: Tenant also consents to receive notices by at: Fax: 35 SPECIAL PROVISIONS: 36 AGREEMENT OF PARTIES: A Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement B Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns C Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants D Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease E Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable F Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease G Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference (TAR-2101) Initialed for Identification by Landlord,., and Tenant,; Page 14 of 15 15 Commercial Lease concerning: H Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay I Time: Time is of the essence The parties require strict compliance with the times for performance Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections The parties should seek experts to render such services READ THIS LEASE CAREFULLY If you do not understand the effect of this Lease, consult your attorney BEFORE signing Landlord: Tenant: (TAR-2101) Page 15 of 15 16 TEXAS ASSOCIATION OF REALTORS COMMERCIAL LEASE ADDENDUM FOR PERCENTAGE RENT USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED Texas Association of REALTORS, Inc 2010 ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT A "Gross sales" means the total of all receipts of any business conducted on or from the leased premises Gross sales includes the total sales price of any sales of merchandise, products, or services, but does not include any sales or excise taxes A credit or installment sale is a sale for the full price in the month that the sale was made regardless of when Tenant receives payment B In addition to any other rent, Tenant will pay, on or before the 10th day of each month, percentage rent that is equal to % (percentage rental rate) multiplied by Tenant's gross sales in the previous month that exceed: C D F (1) (2) the Base Monthly Rent With the percentage rent payment, Tenant will provide Landlord an accurate written statement of gross sales for the previous month and copies of all sales and excise tax reports required to be filed by Tenant, subtenants, or concessionaires with any governmental agency Tenant will maintain accurate financial books and records regarding gross sales Landlord may inspect the books and records at any time during Tenant's normal business hours E At the end of each calendar year the total gross sales for the year will be multiplied by the percentage rental rate and reconciled with the amount of percentage rent actually paid Additional amounts due from Tenant will be paid to Landlord and excess payments will be refunded by Landlord to Tenant Special Provisions: Landlord: Tenant: (TAR-2106) Page 1 of 1 Coldwell Banker Commercial Southwest 401 S Austin ST Brenham, TX Phone: Fax: George Alexander 17 TEXAS ASSOCIATION OF REALTORS COMMERCIAL LEASE ADDENDUM FOR PARKING USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED Texas Association of REALTORS, Inc 2010 ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT A Parking Type: (1) Common Parking: Tenant and Tenant's employees may park no more than the Property in the common parking areas located on the Property (3) Assigned Parking: Tenant's assigned parking areas are identified as follows: (a) vehicles on (2) Restricted Common Parking for Tenants: Tenant and Tenant's employees may park no more than vehicles on the Property in the areas restricted for use by tenants of the Property (b) as shown on the attached Exhibit B C D E F In addition to any other rent, Tenant will pay, on or before the first day of each month during the term of the above-referenced lease, \$ as rent for the parking areas Tenant may not assign, sublet, or trade any parking space or parking area Tenant may not use any parking spaces or areas on the Property to store any vehicle, boats, trailers motor homes, storage containers, or any other personal property Tenant's guests, patrons, or invitees may park only in those areas designated by Landlord for Tenant's guests, patrons, or invitees Landlord may, but is not obligated to, institute controlled-access systems to the parking areas, including but not limited to systems such as vehicle identification stickers, license numbers, or controlled-access devices At the time the lease ends, Tenant must return all access devices to Landlord and pay the amounts in (2) and (3) below if Tenant fails to return an access device If Landlord issues controlled-access devices to Tenant, Tenant will: (1) promptly return any lost device to Landlord; (2) reimburse Landlord its cost to replace the lost access device; and (3) pay Landlord a service fee of \$ for each lost access device (TAR-2107) Initialed for Identification by Landlord,., and Tenant,; Page 1 of 2 Coldwell Banker Commercial Southwest 401 S Austin ST Brenham, TX Phone: Fax: George Alexander 18 Parking Addendum concerning G If Tenant fails to timely pay the rent stated in Paragraph B, Landlord may: (i) exercise Landlord's remedies under the default provisions of the lease; or (ii) terminate Tenant's access to the restricted or assigned parking areas by providing Tenant with not less than 5 days written notice of Landlord's intent to terminate Tenant's access If Landlord terminates Tenant's access to the parking areas under this paragraph, the parking areas will be deemed to be released by Tenant for all purposes and Landlord may assign or lease the parking areas to others H Special Provisions: Landlord: Tenant: (TAR-2107) Page 2 of 2 19 TEXAS ASSOCIATION OF REALTORS COMMERCIAL LANDLORD'S RULES AND REGULATIONS USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED Texas Association of REALTORS, Inc 2010 REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended Exceptions or waivers must be authorized by Landlord in writing Property means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas A Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations B Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption C Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property D The Property may not be used for lodging or sleeping quarters in any manner E Unless authorized by law or the lease, no animals may be brought or kept on the Property F No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property G Persons parking on the Property must comply with all posted signs and directions regulating the parking areas H No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets I Tenants moving in or out of the Property must use only the service entrances and service elevators during the move All moves must be made at times that do not cause inconvenience in the normal use of the Property J Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property K Leased premises must be kept clean and free of debris Trash must be deposited into appropriate receptacles Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors (TAR-2108) Initialed for Identification by Landlord,., and Tenant,; Page 1 of 2 Coldwell Banker Commercial Southwest 401 S Austin ST Brenham, TX Phone: Fax: George Alexander 20 Landlord's Rules and Regulations concerning L Repair requests must be submitted to Landlord in writing in compliance with the lease M No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease N No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants O Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas P Other: (TAR-2108) Initialed for Identification by Landlord,., and Tenant,; Page 2 of 2

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