

Month to Month Commercial Rental Agreement

Commercial Lease Agreement made on the _____ (date), between _____ (Name of Lessor) of _____ (street address, city, state, zip code), referred to herein as Lessor, and _____ (Name of Lessee), of _____ (street address, city, state, zip code), referred to herein as Lessee.

1. Description of Premises.

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor agrees to rent to Lessee and Lessee agrees to rent from Lessor the office suites designated (e.g., *Suite 100, ABC Building*), _____ located at _____ (street address, city, state, zip code), hereinafter called the *Premises*, on the terms and conditions stated in this Agreement.

2. Term.

The term of this Agreement shall be one (1) calendar month beginning on _____ (date). This Agreement shall then continue as a month-to-month tenancy on the terms set forth in this document until terminated in accordance with the provisions of this Agreement. Lessee will have the right to use, jointly with other tenants, parking spaces, driveways and common areas on the property of which the Premises are a part (the *Parking Area*) on the terms fixed by this Agreement. Lessee shall be allowed indoor parking for employees only. Guests shall utilize outdoor parking.

3. Rent.

Lessee agrees to pay monthly rent. Unless and until increased by Lessor, the monthly rent shall be \$ _____ per calendar month. Lessee must pay the monthly rent to Lessor at the address set forth above on or before the first day of each calendar month without notice or demand and without set-off or deduction of any kind. If any monthly rent payment is not made in full by the fifth day of the month, or if any check given in payment is dishonored, Lessee shall be considered late and delinquent in payment and Lessor shall be entitled to the fees and remedies for late payment as hereafter provided. The date of the actual receipt of a rent payment by Lessor shall govern this provision, and Lessee shall not be considered as having paid by reason of having deposited a rent payment in the U.S. Mail or with any delivery service. Lessor shall have the right to increase the monthly rent on 30-days notice. Notwithstanding the foregoing, if the term of the lease shall begin or end on a day other than the first or last day of a calendar month, all rent payable shall be prorated and paid on a daily basis for any such months.

4. Interest, Expenses and Fees.

Lessee agrees to pay Lessor the following additional expenses and fees no later than ten (10) days from the first of the month for such items:

A. Overdue rent fees of _____% of the monthly rent installment shall be charged, plus \$_____ per day from the first day that such payment is late (i.e. fifth of every month) until the payment is paid in full.

B. Administrative fees of \$_____ will be charged, if Lessee fails to perform any of its obligations or agreements under this Agreement, including the failure to pay any amounts due in full as and when due, that results in Lessor sending a notice of default.

C. On the 15th of the month, if Lessee does not pay all rent and fees, it is acknowledged that a lock-out fee of \$_____ will be assessed for any and all rents and fees, and **Lessor shall take possession of the Premises.**

D. If Lessee is locked out because of forgetting locking keys and requires Lessor's assistance in gaining entry, a service fee of \$_____ shall be charged during business hours and \$_____ after business hours. Business hours are from _____ M. _____ P.M. Monday through Friday, except holidays. Payment shall be made in cash at the time of unlocking the Premises.

E. If a check is returned, an administrative fee of \$_____ shall be charged *in addition to* bank charges (plus the late payment fees payable under clause (A) above). In addition, the lockout provisions of Clause 4.C shall be initiated. Entry to the Premises will not be granted unless all arrearages, administrative fees and charges are paid, or in the alternative, Lessor may consider this lease terminated.

F. Cleanup by Lessor of trash, oil or debris on the Premises or in the common areas will result in an administrative fee of \$_____, *plus* Lessor's actual cost of such cleanup if such trash, oil or debris were placed there by Lessee or his agents, employees, guests or invitees. Unlawful or improper use of the trash dumpsters for debris other than that used in the normal course of office operations will result in a \$_____ service fee.

G. Removing or cutting a lock wrongfully installed by Lessee will result in a \$_____ service fee, *plus* Lessor's actual costs.

H. Failure to return or the loss of any and all keys upon move-out will result in a charge of \$_____ per key.

I. If Lessee, without prior written authorization or without making a paint deposit as set forth in **Paragraph 7** below, paints the Premises, a charge of \$_____ will be assessed.

5. Default.

If Lessee fails to pay monthly rent in full when due, fails to pay in full when due any amounts due pursuant to **Paragraph 4** above, fails to pay any other amounts due from Lessee to Lessor under this Agreement, or fails to perform any of its obligations or agreements stated in this Agreement and remains in default beyond the _____ of the month or if Lessee shall abandon use of the Premises, Lessor shall have the immediate right of reentry without resort to legal process, and shall have the right to terminate and cancel this Agreement without further notice and Lessee shall have no right to use or occupy the Premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any default by Lessee, either in law or equity.

The acceptance of rent by Lessor with knowledge of a breach or default by Lessee shall not constitute a waiver of such breach or default.

6. Security Deposit.

Lessee has this day deposited the sum of _____ (the *Security Deposit*) as security for Lessee's performance of its obligations and agreements under this Agreement. Lessee agrees that if Lessee fails to perform any of such obligations or agreements, including but not limited to its obligation to give _____-days notice of termination, Lessor may use, apply or retain so much of the Security Deposit as Lessor deems appropriate for the payment of rent, or other sums due from Lessee, and for payment of loss and expense sustained by Lessor by reason of Lessee's default. In such event, Lessee shall pay to Lessor such sum as will restore the Security Deposit to the original amount deposited. If Lessee performs all obligations under this Agreement, Lessor shall return the Security Deposit to Lessee in full (without interest) within _____ after the date of the termination of this Agreement. Lessee agrees his liability to pay damages for breach of this Agreement is not limited to the amount of the Security Deposit.

7. Paint Deposit:

Lessee has paid a paint deposit of \$ _____ (the *Paint Deposit*). Lessee agrees that if at the time of lease termination, Lessee does not return the Premises in the original paint color and condition, Lessor may use, apply or retain Paint Deposit. If Lessee performs all obligations under this Agreement, Lessor shall return the Paint Deposit to Lessee in full (without interest) within _____ days after the date of the termination of this Agreement. Lessee agrees that his liability to pay damages for breach of this Agreement is not limited to the amount of the Paint Deposit.

8. Use.

Lessee will occupy and use the Premises as an office. Lessee shall not be limited to these operations and may expand and diversify into other lawful business activities, provided that any change in the use of the Premises must (1) be approved in writing by Lessor and (2) be permissible under and meet the requirements of all applicable laws and ordinances. Any change in use by Lessee without Lessor's prior

written approval and any use that is in violation of any applicable law or ordinance shall be a breach by Lessee of this Agreement.

9. Insurance, Indemnity and Exculpation.

Lessee shall be responsible to provide, at his sole expense, public liability insurance, including property damage coverage with a \$_____ limit, and death and personal injury coverage with \$_____ limits, naming Lessor as an additional insured. Lessee agrees to indemnify and save harmless Lessor and his agents and employees from any liability, loss or expense for damage or injury to person or property of any and all kinds whatsoever which may occur during the term of this Agreement.

10. Utilities.

The Lessor shall provide all maintenance commonly provided for an office building and shall furnish electricity, heat, water and conditioning of premises at a charge to the Lessee. Lessee shall be responsible for all other utilities.

11. Hazardous Materials.

Lessee agrees not to bring or have brought into the Premises or onto the property of which the Premises are a part any hazardous, dangerous, toxic or noxious substance except for lawful and ordinary course of Lessee's business. Lessee agrees to store, use, handle and dispose of all hazardous, dangerous, toxic or noxious substances in a lawful manner and to maintain a contract with and use a licensed company for the disposal of such materials. Lessee shall not dispose of any hazardous, dangerous, toxic or noxious substances on the Premises. Further, Lessee agrees to indemnify Lessor and save Lessor harmless against any loss, damage, claim or injury of any kind or nature which results from the presence of hazardous, dangerous, toxic or noxious substances on the Premises which Lessee brought onto the Premises or allowed to be brought onto the Premises.

12. Parking Area.

During the term of this Agreement, the use of the parking, loading and unloading areas by Lessee's employees, suppliers and customers shall not unreasonably interfere with the use of such areas by the other lessees, their employees, suppliers and customers. Lessee shall ensure that his employees, suppliers and customers do not use parking spaces in a manner that unreasonably interferes with the use of parking spaces adjacent to the premises of other lessees. All vehicles parked in the Parking Area must be currently licensed and inspected by the Department of Motor Vehicles of the state of _____ (*name*). All vehicles parked in the Parking Area must have inflated tires. No vehicles may be left on blocks, jacks or any other means of suspending vehicles. No parking is allowed in common area driveways. The Parking Area and other common areas shall not be used for storage of vehicles or as work places. Any vehicle remaining in the parking lot or upon the Premises overnight will be towed at the owners' expense unless a \$_____ per month parking space rental has been paid in advance.

13. Maintenance and Repairs.

Lessee, at his own expense, shall maintain and keep the interior of the Premises and all doors in as good a state of repair as they were in at the commencement of this Agreement, ordinary wear and tear excepted, and shall leave the Premises at the termination of this Agreement empty, free of trash and debris, and in the same condition they were in at the commencement of the term of this Agreement, ordinary wear and tear excepted.

14. Alterations. Lessee shall have the right and privilege to make at his own expense, such ordinary repairs and alterations to the inside of the Premises as may be permitted by law or regulation without government inspection or permit provided however, no alterations of a structural nature may be made without Lessor's prior written consent. Upon termination of the Agreement, Lessee, upon demand by Lessor, shall remove at his own cost and expense all alterations made by him and restore the Premises to the same condition they were in at the commencement of the term of this Agreement.

15. Signs. Lessee agrees that he will not install or display any interior sign or any sign visible outside the building. Lessee may, subject to Lessor's approval of the size and design of the sign, install a sign on the exterior of the Premises. Lessee shall pay for the sign, the cost of installing the sign and the cost of removing the sign and returning the door to the condition it was in before Lessee installed the sign.

16. Trade and Other Fixtures. Lessee may install such equipment and trade and other fixtures as are reasonably necessary for the operation of his business. Such equipment and trade and other fixtures shall remain personal property, regardless of the manner in which attached or affixed to the Premises. Lessee may remove such items provided their removal can be accomplished without damage to the Premises, and Lessee immediately repairs or reimburses Lessor for the cost of repairing all resulting damage or defacement.

17. Access to Premises. Lessee shall allow Lessor to enter upon the Premises or any part thereof at any reasonable time for the purposes of examining and inspecting the same and of making any repairs, improvements, or alterations to the Premises or the property of which the Premises are a part that Lessor may deem necessary or desirable. Lessee shall provide Lessor with any alarm codes or keys to any altered locks to gain access to the Premises.

18. Rules and Regulations. Lessee agrees to abide by the rules and regulations attached hereto as Exhibit A and made a part hereof, and agrees that Lessor has the right to impose other reasonable rules and regulations on Lessee concerning Lessee's use of the Premises such that Lessee and other lessees may enjoy peaceful possession and use of their Premises. All new rules and regulations shall be in writing and shall be mailed or delivered by Lessor to Lessee at least _____ days prior to their effective date. Failure to abide by all present and future Rules and Regulations of Lessor shall be a breach of this Agreement.

19. Compliance with Laws and Regulations.

Lessee agrees to comply with any and all federal, state and local laws, statutes, ordinances, rules and regulations that apply to Lessee's use and occupancy of the Premises or the conduct of Lessee's business which are in effect at any time during the term of this Agreement, including but not limited to laws and regulations governing the storage, use, handling and disposal of hazardous, dangerous, toxic and noxious substances.

20. Indemnity.

Lessee agrees to protect, indemnify, and save harmless Lessor and its agents and employees from and against any and all claims, demands, liabilities, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees, growing out of or connected with Lessor's use and occupancy of the Premises or the conduct of Lessee's business, or Lessee's breach of any provision of this Agreement. If as a result of Lessee's default of this Agreement, Lessor shall institute legal proceedings or employ an attorney for the enforcement of Lessee's obligations, Lessee shall pay all costs incurred by Lessor, including reasonable attorney's fees.

21. No Subletting or Space Sharing.

Lessee agrees not to sell, lease, or assign this Agreement, not to sublet the Premises or any part thereof, nor to grant any license or concession for all or any part of the Premises and not to share all or any part of the Premises with others.

22. Subordination and Attornment.

Lessee agrees that this Agreement shall be subject and subordinate to any mortgage or deeds of trust now or hereafter placed upon the Premises, and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust. Lessee further agrees to execute any instrument reasonably requested by any mortgagee or holder of a deed of trust on the Premises further to evidence the subordination and attornment provisions of this clause.

23. Vacating. Lessee shall give thirty (30) days **written** notice before vacating, and Lessor shall give thirty (30) days notice of lease termination and/or of a rent increase, unless Lessee is in default of the terms of this Lease.

24. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

25. No Waiver

The failure of either party to this Agreement to insist upon the performance of any

of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

26. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

27. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently, unless provided herein to the contrary, when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

28. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties do not agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate the dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

29. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

30. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

31. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

32. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated.

(Printed Name of Lessor)

(Printed Name of Lessee)

(Signature of Lessor)

(Signature of Lessee)

Exhibit A

Lessor's Rules and Regulations

1. No dog or other animal or bird shall be brought or permitted to remain in the Premises overnight.
2. No Lessee may make any noise or odor in its Premises or outside its Premises, which is objectionable to the other Lessees, or create or maintain nuisance on its Premises, or disturb, solicit or canvass on the Premises of _____ (Name of Building) or their customers, or do any act or acts tending to injure the reputation of the _____ (Name of Building).
3. No Lessee shall install any outside wiring, plumbing or equipment in its Premises or any antennas, aerial wires or other equipment inside or outside its Premises without obtaining, in each and every instance, prior approval in writing by Lessor.
4. No additional locks or door devices may be attached to any door without Lessor's prior approval. Upon termination of a Lease or of a Lessee's possession, the Lessee shall return all keys to the Premises.
5. If a Lessee desires to install cable, telephonic, burglar alarm or satellite signal service, Lessor will, upon request, direct where and how connections and all wiring for such service shall be introduced and run. Without such directions, no boring, cutting or installation of wires or cables is permitted.
6. Unless Lessor gives advance written consent in each and every instance, no lessee shall install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about its Premises, or use its Premises for housing accommodations or lodging or sleeping purposes, or do any cooking therein or install or permit the installation of any vending machines, or use any illumination other than electric light, or use or permit to be brought into its Premises any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosive or other articles hazardous to persons or property.
7. No Lessee shall place or allow to be placed anything against or near the glass of partitions, doors or windows of its Premises that would be unsightly from the exterior of the _____ (Name of Building).
8. No Lessee may install in its Premises any equipment that uses an extraordinary

amount of electricity without the advance written consent of Lessor. Each lessee must ascertain from Lessor the maximum amount of electrical current, which can safely be used in its Premises, taking into account the capacity of the electric wiring in the Premises and the needs of other lessees in the _____
(Name of Building) and shall not use more than is safe for all other lessees.

9. No Lessee may install carpet padding or carpet by means of a mastic, glue or cement. Such installation shall be by tackless strip or double-faced tape only.
10. The sidewalks, entrances and/or driveways shall not be obstructed by a lessee or used by him for any other purpose than for ingress and egress.
11. Awnings, other than awnings installed at construction, shall not be allowed. However, window shades or mini-blinds may be installed subject to the Lessor's approval.
12. Parking areas shall not be used for any purpose other than the parking of permitted vehicles thereon. No commercial activity shall be conducted from the parking areas. Lessee acknowledges that any violation of parking areas may result in immediate towing of a vehicle without notice.
13. No repairs or maintenance (other than emergency repairs) shall be permitted in the parking areas. Any hazardous materials spilled on the ground shall be taken care of immediately by the person responsible.
14. Lessee and their employees, agents, guests, visitors and invitees assume full responsibility for all loss, damage, injury or death caused to person or property by the use of their use of the parking areas.