

OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed in duplicate this ____ day of _____, 20____, by and between _____, hereinafter called "Lessor", and _____, hereinafter called "Lessee". Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee _____ square feet of interior, heated and cooled space with hot and cold water in bathrooms in _____ building located at _____, _____ County, _____, hereafter "the leased property".

2. The term of this lease shall be for a primary term of one year, commencing on ____ day of _____ and expiring at midnight on ____ day of _____, 20____, unless extended as provided for herein. Lessee may take possession of the leased property at any time after ____ day of _____, 20____. At the end of the primary term this lease shall be automatically extended for one additional year unless within sixty (60) days prior to the expiration of the primary term Lessee gives Lessor written notice of its intent not to extend the term hereof.

3. Lessee shall pay to Lessor, as base rental, the sum of _____ Dollars (\$_____) per month for each month of the primary term, in advance, on or before the tenth day of each month during the term hereof, commencing ____ day of _____, 20____. For the extended term the monthly rental shall increase by the amount equal to one twelfth of the increase if any, which annual property taxes and hazard insurance increase over the amount paid by Lessor for the primary term. Lessor shall give Lessee sixty (60) days prior notice of said increase. Lessee agrees to pay a late payment fee of

_____ percent (____%) of any sum due hereunder if said payment is made after the tenth of the month in which it is due.

4. The leased property shall be used for conducting of Lessee's _____ and for no other purpose. No other use may be made of the leased property without the written consent of the Lessor.

5. The Lessor shall pay all ad valorem taxes assessed against the leased property. Lessee shall pay all personal property taxes duly assessed against Lessee's personal property located on the premises and shall also pay all property, estate and other taxes duly assessed. Lessee shall pay said taxes when due so as to prevent assessment of any late fees or penalties.

6. Lessee shall pay all electricity and heating utility charges for the leased property. Lessee shall be responsible for payment of all increases if any, in garbage collection fees or garbage container charges which are the result of Lessee's occupancy of the leased premises. Lessee shall pay the present charges for garbage collection and garbage containers.

7. Lessor shall be responsible for all maintenance of the grounds and improvements on the leased property including but not limited to landscaping, roof, exterior doors and walls, windows, plumbing, heating, air conditioning, and electrical system associated with the premises. Lessee shall be responsible for maintenance of the interior of the leased property including walls, doors, floors, ceilings, light bulbs, florescent tubes and cabinets. If Lessee fails to perform necessary maintenance as provided for herein Lessor may perform said maintenance and bill Lessee the cost thereof plus a service charge of _____ percent (____%) as additional rental. Lessee agrees to return the leased property to Lessor at the expiration hereof in the same or similar condition as the present condition.

8. Lessor shall not be liable for any loss, injury, death or damage to persons or

property which at any time may be suffered or sustained by Lessee or by any person who may be using or occupying or visiting the leased property or be in, on, or about the same. Lessee shall indemnify, defend and hold harmless Lessor against all loss, injury, death, or damage.

9. Lessee has inspected the leased property and finds them to be in a safe, satisfactory, and acceptable condition. The Lessee accepts the leased property in its present condition and without any representations on the part of Lessor or its agents as to the present or future condition of said premises.

10. Lessee will keep the leased property in clean and wholesome condition and will comply at all times with all lawful health and safety regulations and will keep the leased property, and improvements thereon and the easements thereto in a safe, secure and attractive condition. Lessee shall not construct improvements or additions to the leased property without the written consent of Lessor. Any fixtures attached to the walls or floors of the leased premises shall remain the property of Lessor upon expiration hereof unless they can be removed by Lessee without damage to the leased premises.

11. Lessee will permit the Lessor, and/or its agents or authorized representatives to enter upon the leased property at all times during reasonable business hours for the purpose of inspecting same.

12. If Lessee shall make default in the payment of the rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, or in any of the other covenants, agreements, conditions or undertakings herein contained, and such default shall continue for ten days after notice thereof in writing to Lessee, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, and an order of

adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of creditors, or (d) if Lessee shall vacate or abandon the leased property, then, and in any such event, it shall be lawful for the Lessor, at its election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the leased property and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. In no event shall there be any covenant, agreement, condition, or undertaking which cannot be cured within a period of 10 days, and if notice thereof in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of 10 days from the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and enforce all of their rights and remedies hereunder for any other default not so cured.

The foregoing provision for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants, or for the recovery of said rent for the full term, and in the event of the termination or default in any of the terms of this lease as aforesaid, the Lessee covenants and agrees to indemnify and save harmless the Lessor from any loss arising from such default,

termination and/or re-entry in pursuance thereof including the payment of Lessor's reasonable attorneys fees incurred in the enforcement of any of the terms hereof.

13. Lessor shall maintain hazard insurance on the leased property but Lessee shall be responsible for maintaining hazard insurance on any personal property of Lessee located within the leased property. Lessor shall not be liable for any losses suffered to Lessee's property, except to the extent such losses are occasioned by the gross negligence or intentional acts of Lessor, its agents or employees.

14. In the event all or a portion of the leased property is damaged or destroyed by fire or other casualty or taken by eminent domain, and to the extent the Lessee is unable to conduct its reasonable and ordinary business operations, Lessee shall have the option to terminate the lease or restore the leased property to its former condition as soon as practical, during which time the rental shall be abated from the date of such damage until the leased property is restored. All insurance proceeds and eminent domain damages, compensation or award shall be the property of Lessor.

15. Time is of the essence in the performance of all duties obligations, and responsibilities under the terms of this lease.

16. Lessee covenants, understands, and agrees that it is liable under the terms of this lease, and hereby agrees to perform all of the covenants and undertakings herein contained to be kept. This lease may not be assigned nor the leased property subleased without the written consent of Lessor.

17. Lessor agrees to provide access to loading dock and forklift to unload shipments of books.

18. All notices given pursuant to the terms of this lease shall be deemed given and received five (5) days after mailing postage prepaid, certified mail, return receipt requested, to

_____ if to the Lessee and to
_____ if to the Lessor.

WITNESS the signatures of the parties, this ____ day of _____, 20____.

LESSOR

LESSEE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

SAMPLE

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, _____ who acknowledged to me that he is the President of _____ and that he signed and delivered the above and foregoing instrument on the day _____ and in the year therein shown for and on behalf of the said corporation after first being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 20__.

NOTARY PUBLIC

MY COMM. NO. _____ RES: _____

SAMPLE

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, _____, who duly acknowledged to me that he is the _____ of _____ and that he signed and delivered the above and foregoing instrument on the day and in the year therein shown for and on behalf of said corporation after first being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ____ day of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MY COMMISSION BEGINS _____

SAMPLE