**Commercial Rental Property, LLC**

3101 S. Van Buren
Enid, OK 73703

Tel: 580-232-2272

Fax: 580-350-3699

www.commercialrentalproperty.com

**Lease Agreement**

Occupant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above Occupant hereby rents from Commercial Rental Property, LLC, the following premises located at 3101 S. Van Buren, Enid, OK 73701:

 **Office**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Bay**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as the leased premises, with the right of use and access to such premises on a 24 hours a day / 7 days per week basis and the right to use the approach areas serving the property except for the outside parking spaces which are charged separate ($50 per spot/month).

1. **Rent**: Rent is the sum of $\_\_\_\_\_\_\_\_\_\_\_\_ per month payable in advance upon the first day of each calendar month to Commercial Rental Property, LLC. Payments received on or after the 6th will be considered late, and a late fee of (5%) $\_\_\_\_\_\_\_\_\_\_\_ will be due with each such charge to be added in as additional rent. Rent not received by the 10th of the month will be considered in Default per Clause 11.
2. **Deposit**: A deposit in the amount of $\_\_\_\_\_\_\_\_\_\_is required in addition to the amount of rent described above, due upon the commencement of this Lease Agreement.
3. **Lease Term**: This lease shall be for a term of month-to-month, beginning on (\_\_\_\_\_\_ (m), \_\_\_\_\_\_ (d), 20\_\_\_\_). This rental agreement shall automatically be extended for additional one-month terms pursuant to the terms and conditions contained herein, unless the Occupant gives to Commercial Rental Property, LLC, notice of intention to terminate this Lease Agreement at least 30 days prior to the end of the then current term. Any continued holdover occupancy of the leased premises after termination shall thereafter be month to month and all covenants and conditions contained herein shall continue in full force and effect so long as the Occupant continues to retain possessions at the leased premises.
4. **Early Termination**: The occupancy under this agreement may be terminated by Commercial Rental Property, LLC, or the Occupant by giving notice to the other of its intention to terminate the occupancy at least 30 days prior to the date of termination. Rent is payable by Occupant to Commercial Rental Property, LLC, for said 30-day period even if Occupant vacates prior to the end of the said 30-day period. As conditions for such termination Occupant shall do the following: Completely vacate the premises in good and clean condition, reasonable wear and tear excepted; and allow Commercial Rental Property, LLC, to inspect the premises in Occupant’s presence to verify the final condition of the premises and its contents, and return of property and access items as outlined in the Appendix. If the “30 days” falls in the middle of the month, the amount that is left owed for the month will be prorated and the balance will be returned to Occupant along with the deposit paid if the final inspection was approved. In the event, Commercial Rental Property, LLC, terminates this Lease Agreement prior to the expiration of a term, Occupant shall not be responsible for any buyout fees or other charges except for those incurred up to the date of termination.
5. **Use and Occupancy and Compliance with Law**: The office area occupancy and use of the leased premises will be limited to that allowed by applicable statutes. The storage bay is to be used only for storage of Occupants personal or company property and goods owned by the Occupant or Occupants company. Occupant agrees that the premises will not be used for animal occupancy, or for any chemical storage or chemical laboratory use, nor for illegal activities, be they directly or indirectly illegal. Trash, perishables or other garbage or debris type materials shall not be allowed in or near the leased premises. Any storage of flammable, explosive or other inherently dangerous material is prohibited. Vehicles or other similar fuel driven equipment may be stored only if the fuel tanks are empty. Occupant shall not store in the premises any items, which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirement, or do any act or cause any act to be done which creates or may create a nuisance to other tenants of the premises. Occupant represents that all contents stored herein are free of the liens and claims of any and all third persons/parties except for liens for taxes not yet due and payable or liens arising or incurred in the ordinary course of business.
6. **Rules**: Occupant agrees to abide by all reasonable Commercial Rental Property, LLC, policies outlined in this agreement or that may be put into effect from time to time. Occupant will be notified in writing 30 days in advance of any policy change.
7. **Conditions and Alteration of Premises**: Occupant has examined the premises and hereby accepts them as being in good condition, order, and repair. Occupant will keep the leased premise in as good a condition as when received, usual wear and tear alone excepted. Occupant agrees to immediately notify Commercial Rental Property, LLC, of any defects, dilapidation or dangerous conditions, and agrees to pay Commercial Rental Property, LLC, promptly for any repairs for the premises caused by Occupant’s negligence or misuse of Occupants invitees, licensees, and guests. Occupant shall make no alterations or improvements of the premises without the prior written consent of Commercial Rental Property, LLC. Should Occupant damage or depreciate the premise or make improvements or alterations, or do painting or redecorating without the prior written consent, then all costs necessary to restore the premises to its prior condition shall be borne by Occupant.
8. **Inspection:** Occupant agrees that Commercial Rental Property, LLC, or its agent may at any reasonable time during normal business hours and upon reasonable prior notice to Occupant enter the premises for routine inspection and to make repairs. Commercial Rental Property, LLC, shall use its best efforts to minimize disruption to Occupants business operations. Occupant further agrees that Commercial Rental Property, LLC, or its agent may show the premises to prospective purchasers of the property or to lending institutions or their representatives at any reasonable time. If notice of termination of this occupancy has been given by either party, an inspection may be made at any time thereafter by Commercial Rental Property, LLC, during normal business hours and upon reasonable prior notice to Occupant.
9. **Utilities/Taxes:** Commercial Rental Property, LLC, shall be responsible for arranging, and contracting in its own name if necessary, all utility services necessary for the operation of the property and payment of any and all utility charges incurred during the term, unless otherwise agreed in writing with Occupant. Such utility charges shall include water, natural gas, telephone, sanitary sewer, and storm water management fees. Commercial Rental Property, LLC, shall pay all property taxes, ad valorem taxes, and special assessments attributable to the property, save and except for any business personal property tax attributable to and imposed on Occupant’s business personal property.
10. **Maintenance:** Commercial Rental Property, LLC, shall maintain and make necessary replacement of the roof, roof membrane, exterior walls, structure, floor slabs, sub-flooring, the unexposed electrical, HVAC, plumbing and sewage systems, parking lot, other common areas except as caused by the negligent acts or omission of Occupant during the term of this lease. Commercial Rental Property, LLC, shall provide lawn and landscaping maintenance at its expense. Except for the maintenance and repair obligations described prior, Occupant shall keep the leased premises in such repair, order, and condition as received on commencement date, reasonable use and wear excepted.
11. **Default:** Ten days following Occupant’s failure to pay rent due on the 1st of every month, Commercial Rental Property, LLC, shall have the right to bar Occupant’s access to the premises by placement of a lock thereon. Further, upon the occurrence of Occupant’s default after notice, as applicable, Occupant’s rights to the leased premises shall terminate, and Commercial Rental Property, LLC, shall have the right to enter premises, remove all property therefrom, re-let same, or sell the same as a secured party pursuant to the Uniform Commercial Code. An Occupant’s breach after notice of any of the covenants and conditions set forth in this Lease Agreement shall, at the option of Commercial Rental Property, LLC, terminate this Lease and said Lease shall become null and void. If an Occupant removes his/her lock from the rental unit, the Occupant will be deemed to have abandoned the contents of the unit.

If Commercial Rental Property, LLC, fails to perform or observe any covenant, terms, provision, or condition of this Lease that interferes in any material respect with Occupant’s use and enjoyment of the leased premises, and such failure continues for a period of 30 days after written notice thereof given by Occupant, then Occupant shall have the right to exercise one or more of the following options: (i) Occupant may cure the default and offset such cure against rent, (ii) terminate this Lease for which no termination fee will be due, (iii) seek specific performance by Commercial Rental Property, LLC, or (iv) pursue all other remedies at law or equity.

Notwithstanding anything stated herein to the contrary, without affecting the rights of Commercial Rental Property, LLC, or Occupant, recovery of actual, direct damages, under no circumstances shall either party be liable for consequential, incidental, indirect, punitive, exemplary or special damages or lost profits.

The foregoing rights and remedies given to Commercial Rental Property, LLC, and Occupant are, and shall be, deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise by either at any time, of a different or inconsistent remedy, and shall be deemed to be given to either one in addition to any other or by law. The failure at any time to exercise any right or remedy herein granted or established by law shall not be deemed to operate as a waiver of its right to exercise such right or remedy at any other time.

1. **Government Taking:** If any part of the property is seized or condemned by any governmental authority or acquired for any public or quasipublic use or purpose, or the property is so seized, condemned, or acquired to such an extent that Commercial Rental Property, LLC, elects not to restore the property and, as a result thereof, Occupant’s use and enjoyment of the property is materially impaired, the term of this Agreement or any renewals or extensions thereof shall end upon the date when possession is required for such use or purpose. [Notwithstanding anything herein to the contrary, Occupant may attempt to claim and recover an award from the seizing party for Occupants moving expenses, business dislocation damages, Occupant’s personal property and fixtures, the unamortized cost of leasehold improvements paid for by Occupant, and any other award that would not reduce the award payable to Commercial Rental Property, LLC, by such party.
2. **Subletting:** Except for an assignment to an affiliate or subsidiary of Occupant, Occupant shall not sublet or assign all or any portion of the premises or Occupant’s interest therein without the prior written consent of Commercial Rental Property, LLC.
3. **Attorney’s Fees:** In the event either party hereto brings an action at law for any reason related to this Lease or property, costs and reasonable attorney’s fees shall be awarded to the prevailing party by statute, if applicable, or as determined by the court.
4. **Liabilities and Insurance:** Occupant shall hold Commercial Rental Property, LLC, and its agents harmless from all claims of loss or damage to property and of injury or death of persons caused by the intentional or unintentional act of negligence of the Occupant, the Occupant’s guests, and licensees or invitees of the Occupant. Except to the extent caused by the negligence or willful misconduct of Commercial Rental Property, LLC, or their breach of its obligations under this lease, Occupant hereby expressly releases Commercial Rental Property, LLC, from any and all liability or loss or damage to Occupants person or property or effect arising out of water leakage, breaking pipes, mysterious disappearance, rodent or insect or other Infestations, accident, theft, heat, cold, freezing, humidity, lightning, windstorm, tornado, flood or surface water, hail, snow, rain, or earthquake. Act of God, terrorism, collapse or damage to any building or part of a building, mold, temperature change, vandalism, civil unrest or riot act of government, war, nuclear or other contamination or any other cause or causes, Commercial Rental Property, LLC, shall not be responsible for damage, if any, to said property caused by any of the foregoing. Occupant’s possessions within the building are so placed at Occupant’s sole risk and Commercial Rental Property, LLC, shall have no liability for any loss or damage caused to said possession whatsoever. Occupant acknowledges that insurance is available from independent insurance companies for damage to Occupant’s property and for the liability imposed in this paragraph. Occupant, at Occupant’s expense, shall maintain (or elect to self-insure) an insurance policy for fire, extended coverage endorsement, burglary, vandalism, and malicious mischief for the actual cash value of the stored property. Insurance on Occupant’s property is a material condition of this Lease Agreement and is for the benefit of Occupant and Commercial Rental Property, LLC. Failure to carry the required Insurance is a breach of the Agreement and Occupant assumes all risk of loss to stored property that would be covered by insurance. Occupant agrees to Indemnify, hold harmless and defend Commercial Rental Property, LLC, its agents and employees from all claims, demands or lawsuits (including attorney’s fees and all costs) that are hereinafter brought by others arising out of Occupant’s negligent acts or omissions, willful misconduct or illegal acts. Commercial Rental Property, LLC, agrees to indemnify, hold harmless and defend Occupant, its agents and employees from all claims, demands or lawsuits (including attorney’s fees and all costs) that are hereinafter brought by others arising out of Commercial Rental Property, LLC’s negligent acts or omissions, willful misconduct or illegal acts.

Commercial Rental Property, LLC, at their sole cost, shall keep the property and leased premises insured during the term of this Lease against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by “Extended Coverage”, so-called, in an amount equal to the replacement costs thereof (excluding foundations below the ground, excavation and grading)

**NOTICES: All notices to be given by the parties herto shall be given in writing, mailed or delivered to address set forth above, and with respect to Occupant, with a copy to:**

**Name**

**Address**

**Bay #**

**Either party may change their notification information by delivering written notification to the other party with the updated information.**

1. **Counterparts:** This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute by one and the same instrument. Signatures executed by facsimile shall be deemed original signatures for all purposes.

Signed as of the \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupant: Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commercial Rental Property, LLC

**APPENDIX:**

1. Issuance of one set of keys, one gate opener, one overhead door opener (if automatic door available) upon paying rent and deposit. If these items are not returned upon termination of this agreement, Fee of $\_\_\_\_\_\_\_\_\_\_\_\_ will be due from Occupant.

INITIAL\_\_\_\_\_\_\_\_\_\_

1. **Keys**
2. Date Given\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Date Returned \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. **Gate Code/Opener**
5. Date Given\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Date Returned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. **Overhead Door Opener**
8. Date Given\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_
9. Date Returned\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Initial\_\_\_\_\_\_\_\_\_\_\_\_