

COMMERCIAL LEASE

THIS LEASE is made on the [Day of Month, Year].

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: [Name of Landlord] TENANT(S): [Name of Tenant]
Address:

- 1. Leased Premises.** The Leased Premises are those premises described as: [Address]
- 2. Term.** The term of the Lease shall be for a period of one (1) year commencing on the [Same date as above] ending on the [1 year later from aforementioned date] unless sooner terminated as hereinafter provided. If the Tenant remains in possession of the Leased Premises with the written consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the Lease by giving at least one month's prior written notice to the other party. The monthly rent for any such holdover shall be at the rate of double the monthly rental in effect immediately prior thereto.
- 3. Rent.** The Tenant agrees to pay the ANNUAL RENT of \$X in equal installments of \$(X/12) in advance on the first day of each and every calendar month during the full term of this Lease. The foregoing is only for the first lease year of the term of this Commercial Lease.
- 4. Real Estate Taxes.** The Tenant will be responsible for all real estate taxes and real estate taxes will be prorated for period the lease runs.
- 5. Security Deposit.** The sum of \$X is deposited by the Tenant with the Landlord as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and

conditions on his part to be performed, then the sum deposited shall be returned to the Tenant.

6. Delivery of Possession. If for any reason the Landlord cannot deliver possession of the leased property to the Tenant when the lease term commences, this Lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss or damage resulting therefore. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when the Landlord delivers possession.

7. Use of Leased Premises. The Leased Premises may be used only for the following purpose and no other: Travel business as currently being used.

8. Utilities. The Tenant shall be responsible for all utilities and services that are furnished to the Leased Premises. Utilities will be prorated as of [date of commencement of lease] with the Tenant and Landlord.

9. Condition of Leased Premises; Maintenance and Repair. The Tenant agrees to take good care of and maintain the Leased Premises in good condition throughout the term of the Lease.

The Tenant, at his expense, shall make all necessary repairs and replacements to the Leased Premises, including but not limited to, the repair and replacement of pipes, electrical wiring, heating and plumbing systems, fixtures and all other systems and appliances and their appurtenances; provided, however, that the Tenant shall not be required to pay for repairs and replacements in excess of \$5,000 cumulatively in total during the Term, and Landlord shall pay for repairs and replacements in excess thereof. The quality and class of all repairs and replacements shall be equal to the original worth. If the Tenant defaults in making such repairs or replacements, the Landlord may make them for the Tenant's account, and such expenses will be considered additional rent. Notwithstanding the Tenant's duties in this paragraph, the Landlord is responsible for the roof, wall and structure. The Tenant will not be responsible for latent defect repairs.

10. Compliance with Law and Regulations. The Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or the Landlord with respect to the Leased Premises. The Tenant at its expense shall obtain all required licenses or permits for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions. The Landlord, when necessary, will join with the Tenant in applying for all such permits or licenses. The Landlord states that the Property as of [date of commencement of lease] is in compliance with all of the above municipal laws, orders, and regulations.

11. Alterations and Improvements. The Tenant shall not make any alterations, additions, or improvements to, or install any fixtures on, the Leased Premises without the Landlord's prior written consent. If such consent is given, all alterations, additions, and improvements made, and fixtures installed, by the Tenant shall become the Landlord's property upon the expiration or sooner termination of this Lease. The Landlord may, however, require the Tenant to remove such fixtures, at the Tenant's cost, upon the termination hereof.

12. Assignment/Subletting Restrictions. The Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by the Tenant without the Landlord's consent shall be absolutely void and shall (at the Landlord's option) terminate this Lease.

13. Insurance. The Tenant shall, at its expense, during the term hereof, maintain and deliver to the Landlord public liability and property damage and plate glass insurance policies with respect to the Leased Premises. Such policies shall name the Landlord as additional insured, and have limits of at least 2,000,000 for injury or death to any one person and 2,000,000 for any one accident, and 500,000 with respect to damage to property and with full coverage for plate glass.

The Tenant will also at all times during the term of this Lease, at its expense, insure and keep in effect on the building in which the Lease Premises is located, fire and casualty insurance with coverage to rebuild or reimburse for the current market value of the building.

Such policies shall be in whatever form and with such insurance companies as are reasonably satisfactory to the Landlord, shall name the Landlord as additional insured, and shall provide for at least ten days' prior notice to the Landlord of cancellation.

14. Indemnification of Landlord. The Tenant shall defend, indemnify, and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the Leased Premises, arising out of the Tenant's use or occupancy of the Leased Premises, or arising out of any act or neglect by the Tenant or its servants, employees, agents, or invitees.

15. Condemnation. If all or any part of the Leased Premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.

16. Destruction of Premises. If the building in which the Leased Premises is located is damaged by fire or other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of damage without Tenant's fault, Landlord shall, to the extent of available net insurance proceeds therefor, repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises wholly or partially untenable, the rent shall be apportioned until the damage is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

17. Landlord's Rights upon Default. In the event of any breach of this lease by the Tenant, which shall not have been cured within TEN (10) DAYS of written notice, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises; such property may be removed

and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.

If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating this lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in Landlord's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Tenant hereunder, the Tenant shall pay such deficiency to the Landlord monthly. The Tenant shall also pay to the Landlord, as soon as ascertained, the cost and expenses incurred by the Landlord in such reletting.

Landlord shall also have the right to possession of the Lease Premises and to terminate this Lease if Tenant fails (1) on more than three (3) occasions during any lease year to pay a monthly installment of Annual Rent or any additional rent on the date it is due; or (2) to provide, on the commencement date of the term of this Commercial Lease or at least thirty (30) days before the expiration of any policy previously furnished hereunder, the insurance policies required of Tenant under this Commercial Lease. The ten (10) day cure period described above does not apply to the foregoing provision of this paragraph.

In addition to the foregoing Landlord shall also have all other rights and remedies that are available at law or in equity.

If Landlord takes any measure to enforce the provisions of the Commercial Lease, whether or not Landlord institutes any litigation in connection therewith, Tenant shall be liable, as additional rent payable within thirty (30) days after notice from Landlord, for all attorney fees incurred by Landlord in connection therewith.

TENANT WAIVES ALL RIGHT TO A NOTICE TO QUIT.

18. Quiet Enjoyment. The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said rented premises

without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

19. Landlord's Right to Enter. Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders, or tenants, provided however, that any repairs or alterations do not unreasonably interfere with the conduct of Tenant's business, without Tenant's reasonable agreement as to scheduling.

20. Surrender upon Termination. At the expiration of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted.

21. Subordination. This lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

22. Additional Provisions.

(i) Time of the Essence. Time is of the essence. Each and every provision of this Commercial Lease shall be construed in accordance with the principle that time is of the essence.

23. Miscellaneous Terms.

(i) Notices. Any notice, statement, demand, or other communication by one party to the other shall be given by personal delivery or by mailed the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth above.

(ii) Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not

affect the validity of any other clause or provision, which shall remain in full force and effect.

(iii) Waiver. The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

(iv) Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

(v) Successors. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

(vi) Time is of the Essence. Time is of the essence. Each and every provision of this Commercial Lease shall be construed in accordance with the principal that time is of the essence.

(vii) Estoppel Certificates. From time to time and when requested by Landlord within ten (10) days thereafter, Tenant shall provide Landlord with such written estoppel certificates and confirmations as the Landlord may reasonable request.

(viii) WAIVER OF JURY TRIAL. TENANT HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ACTIONS AND PROCEEDINGS ARISING OUT THIS LEASE OR ANY ATTEMPT TO ENFORCE THIS LEASE.

IN WITNESS WHEREOF, the parties have set their hands and seals on this [date of commencement of lease].

Landlord:

Tenant:

By: _____

By: _____

[Name of Landlord]

[Name of Tenant]

GUARANTEE

To induce [Name of Landlord], ("Landlord") to enter into that certain Commercial Lease dated, or to be dated, on or about the date hereof (the "Lease"), by and between Landlord and [Name of Tenant] ("Tenant"), the undersigned (each individually, and collectively, "Guarantors") hereby make and deliver this Guarantee ("Guarantee"), and covenant and agree as follows, in favor of the Landlord:

1. In the event of any default in the performance of any of the Tenant's obligations in strict accordance with the terms of the Lease, the Guarantors shall forthwith perform, or cause to be performed, such obligations (including, but not limited to, the payment of the rent and additional rent as and when the same are due and payable under the terms of the Lease).

2. The Guarantors shall indemnify, and hold harmless, the Landlord from and against any and all losses, damages and expenses incurred or suffered by the Landlord by reason of any such default (including, but not limited to, all reasonable attorneys' fees and charges, and all expert fees and charges, incurred by Landlord with respect thereto or reasonably in anticipation thereof, whether or not litigation is filed with respect to such default).

3. In the event of any default in the performance of the Tenant's obligations under the Lease, the Landlord shall not be bound or required, before proceeding against the Guarantors hereunder (i) to proceed against the Tenant or any other obligated person or entity (including any of the other persons or entities constituting the Guarantors); (ii) to exercise recourse against, or to exhaust, any deposit or other security then held by Landlord for the performance of such obligations; or (iii) to pursue any other remedy Landlord may have.

4. The obligations of the Guarantors under the Guarantee shall be in no way released, discharged or reduced, and the rights of the Landlord under this Guarantee shall be in no way prejudiced or impaired, by (i) any neglect, delay or forbearance

of the Landlord in demanding, requiring or enforcing performance of any of Tenant's obligations under the Lease or any of the Guarantors' obligations under this Guarantee; (ii) any grant by Landlord, to Tenant or any of the Guarantors, of any extensions of time for performance; (iii) any waiver, given or suffered by Landlord, with respect to Tenant or any of the Guarantors (except the particular matter so waived); (iv) any grant by Landlord of its permission or consent to any assignment or other transfer of an interest in the Lease or any subletting of any portion of the Premises; (v) any bankruptcy or insolvency of the Tenant, any dissolution of the Tenant, or any other event or occurrence which would have the effect at law of terminating the existence or obligations of the Tenant prior to the expiration of the term of the Lease; (vi) any agreements or other dealings between the Landlord and the Tenant having the effect of amending or altering the Lease or the obligations of the Tenant thereunder (including, without limitation any extension or renewal thereof); (vii) any lack of notice by the Landlord to the Guarantors of any failure on the part of the Tenant to perform its obligations under the Lease, whether or not Landlord declares a default on account thereof; or (viii) any other matter, thing, act or omission of the Landlord whatsoever, whether or not the same impairs Guarantor's rights or ability to protect themselves.

5. The obligations of the Guarantors under this Guarantee apply (i) to all obligations that arise during or with respect to the term of the Lease, including any renewal or extension, and to any holding over by the Tenant; (ii) to any amendments to this Lease made by Landlord and Tenant, whether or not Guarantors have notice of such amendments; and (iii) notwithstanding any assignment of the Lease, just as though the term "Tenant", as used herein, included the Tenant named in the Lease and any successor or assign of such Tenant.

6. The benefit of the Guarantors' obligations under this Guarantee may be assigned by the Landlord, and will benefit, and be enforceable by, the successors and assigns of the Landlord.

7. The obligations of each person constituting the Guarantors shall be joint and several. This Guarantee may be enforced against any such person separately, or against some or all such persons jointly. The Landlord may, without affecting the obligations or liabilities of any remaining Guarantors, release a person, wholly or in part, from his or her obligations or liabilities hereunder.

8. This Guarantee is binding upon the Guarantors and his or her heirs, executors, and assigns.

9. If any provision of this Guarantee is determined to be illegal or unenforceable, all of the other provisions of this Guarantee shall still remain effective.

10. The obligations of the Guarantors under this Guarantee are irrevocable.

11. The Guarantors hereby waive presentment; demand for payment; notice of non-payment or non-performance of the Tenant of any term, covenant or provision contained in the Lease; notice of any substitute(s) for such payment or performance offered by Tenant or accepted by Landlord; notice of acceptance of this Guarantee; notice of any extension or release of collateral or security or of any of the Guarantors; diligence in collection; and any and all formalities and other matters that are legally required to charge Guarantors with liability under this Guarantee or that affect the Landlord's right of action against the Guarantors.

12. Guarantors hereby unconditionally and irrevocably waive (i) any and all rights of subrogation (whether arising under contract, by statute, or otherwise), to the claims, whether existing now or arising hereafter, that Landlord may now or hereafter have against Tenant; and (ii) any and all rights or reimbursement, contribution or indemnity against Tenant which may have heretofore arisen, or may hereafter arise, in connection with the Guarantors' obligations hereunder.

13. If any of the Guarantors advance, or become obligated to pay, any sums with respect to the Lease or if the Tenant is now, or hereafter becomes, indebted to the Guarantors, then (i) the amount of such sums and of such indebtedness, together with all interest thereon, shall at all times be subordinate, in all respects, to all then existing, and then future, claims of Landlord under the Lease; and (ii) the Guarantors shall not be entitled to enforce or receive payment thereof until Landlord shall have received all sums that are due and payable to Landlord for the balance of the term of the Lease.

14. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE GUARANTORS HEREBY WAIVES ANY AND ALL RIGHTS HE OR SHE MAY HAVE, BY LAW OR OTHERWISE, TO A TRIAL BY JURY WITH RESPECT TO ANY AND EVERY ACTION, CLAIM, COUNTERCLAIM, PROCEEDING

OR SUIT WHICH ARISES UNDER OR IN CONNECTION WITH THE LEASE OR THIS GUARANTEE of THE PERFORMANCE OR BREACH THEREOF OR HEREOF.

15. The undersigned represent and warrant to Landlord that they are the sole owners of all of the equity interests now outstanding, or committed to be issued, in the Tenant.

IN WITNESS WHEREOF, Guarantors have executed this Guarantee as of [date of commencement of lease].

WITNESSES:

GUARANTORS:

Name _____

[Guarantor], Individually

Name _____

[Guarantor], Individually