# **COMMERCIAL LEASE AGREEMENT**

(Triple Net)

THIS COMMERCIAL LEASE AGREEMENT entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "THE LANDLORD", and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter referred to as "THE TENANT", WITNESSETH: That said Landlord does hereby agree to lease unto said Tenant, and said Tenant does hereby hire and take as Tenant under said Landlord, the property described herein subject to the terms, provisions, conditions and limitations set forth and described in the Lease Agreement.

1. DESCRIPTION OF PROPERTY.

The description of the subject real property being leased pursuant to this Lease

Agreement is as follows:

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

2. TERM OF LEASE.

The term of this lease shall be for \_\_\_\_\_\_\_\_\_\_\_\_\_years/months (strike out one) commencing effective the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_\_. If the Tenant maintains possession of the premises for any period after the termination of this Lease, the Tenant shall be liable to pay double rent to Landlord for the holdover period.

3. RENTAL PAYMENTS.

A. Base Rental Amount. Tenant shall pay in advance to Landlord rental in equal installments of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($\_\_\_\_\_\_\_\_\_) per month in addition to all applicable Florida sales and/or Federal Taxes. Presently, Florida state sales tax in \_\_\_\_\_\_\_\_\_\_\_\_ County is \_\_\_%. Said rental payments shall begin on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_ and shall continue on or before the same day of each following month during the term of this lease. In the event any rental payment is received by Landlord later than 5 days after the rental due date, there shall be due, in addition, a late charge in the sum of 5% of the full rental payment due. In the event Tenant gives Landlord a bad check, there shall be an additional charge of $50.00. All late charges and bad check charges shall be considered as additional rent. All other monetary sums payable by Tenant as prescribed by other provisions of this lease are likewise considered as additional rent. Notwithstanding Landlord's right to charge and collect late charges and bad check charges, nothing herein shall be deemed to waive Landlord's right to enforce other provisions of this lease including but not limited to Landlord's right to consider the lease in default, as hereinafter described.

B. Increases in Rent for years \_\_\_\_\_\_through \_\_\_\_\_\_\_. Effective one year from the lease commencement date and each year thereafter, the rent shall increase based on annual increases in the "All Items" category of the Consumer Price Index (1982-1984 = 100) as published by the U.S. Bureau of Labor Statistics ("CPI") as most recently published on that date 30 calendar days prior to the lease anniversary date or other effective date for the rent increase (the "Calculation Date"); the dollar amount of said increases shall be calculated by multiplying the previous year's annual rental amount by a fraction which shall be the lesser of: (i) a fraction the numerator of which is the sum resulting by subtracting the CPI published 12 months prior to the Calculation Date from the CPI most recently published as of the Calculation Date and the denominator of which is the CPI published 12 months prior to the Calculation Date, or (ii) 4/100; such increase to be added to the previous year's rental amount resulting in the new rent then due hereunder for the next ensuing year; provided, however, that the annual rent called for hereunder shall increase at least three percent (3%) per year, the above not withstanding, and shall in no event decrease.

4. COMMON AREA EXPENSE.

Tenant shall be liable for a pro-rata share of the common area maintenance expenses for the premises in a ratio that the square footage Tenant’s demised premises relates to the entire square footage for the whole of the property. Common area expenses shall include ad valorem (property) taxes, hazard insurance expense for the building, outside lighting (including electricity usage therefore), and for maintenance of the parking areas and common area landscaping. The tenant shall pay such common area maintenance charges within 15 days of receiving an invoice therefore. Any of such common area maintenance expense charges shall be considered additional rent.

5. SECURITY DEPOSIT.

In addition to the first monthly rental payment, Tenant shall deposit with Landlord the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_) security deposit, the receipt of which is hereby acknowledged, as security to Landlord for the performance by Tenant of all the obligations and undertakings required to be performed by Tenant under this lease. If this lease is terminated as a result of the default of Tenant, the security deposit referred to herein shall become the unconditional property of Landlord, not as a penalty but as damages agreed upon by Landlord and Tenant to cover the following:

Damages to Landlord for the premises being vacant, for having to relet premises prior to expired term, including sums necessary to advertise the premises for rent, show the premises, and clean the premises. However, Landlord does not by this provision waive its right to pursue any action to recover from the Tenant any further damages caused to say premises by the Tenant or for additional amounts of rent due and unpaid during the period of this lease. If Tenant shall not be in default hereunder upon the expiration of the lease term, and if the leased premises shall be returned and surrendered to Landlord in the same good state and condition as they were when they were received, except for normal wear and tear, Landlord shall return said security deposit to Tenant. If Tenant returns the leased premises to and lord at the expiration of the lease term, but there are damages to the leased premises beyond normal wear and tear, Landlord may make a claim against the security deposit as provided by law in addition to pursuing other remedies available.

6. CONDITION OF THE PROPERTY AND MAINTENANCE OF SAME.

Tenant hereby accepts the condition of the subject property in "AS-IS" condition

as of the commencement of the term of this lease. Tenant acknowledges that it has

inspected the property and is fully aware of its condition. Tenant shall do all acts

necessary to maintain the property in the condition of at least that as delivered to Tenant

by Landlord, excepting normal wear and tear, during the term of this lease. Tenant shall,

at its own expense, make all necessary repairs and replacements to the leased premises,

including the building structure, walls and roof. Included in the Tenant’s responsibilities

of maintenance are the HVAC (heating and air-conditioning system), plumbing systems,

including toilet, sink, piping, etc., electrical systems, smoke detectors, lawn, shrubs and

trees.

7. INSURANCE.

Tenant shall make arrangements to maintain adequate insurance on its own

personal property located on the leased premises during the term of this lease agreement.

During the term of this lease, Tenant shall keep the leased property insured, at its sole

cost and expense, against claims for personal injury or property damage under a policy of

general public liability insurance with limits of at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and no/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_). Tenant shall further reimburse Landlord for

Landlord’s payment of premiums for hazard insurance to cover the premises. Hazard

insurance shall be in coverage types and amounts as Landlord may deem necessary and

proper. Reimbursement for hazard insurance premiums to Landlord shall be considered

as additional rent. Tenant shall reimburse Landlord for said hazard insurance premium

expense within 15 days of being presented an invoice for same. All policies of insurance

set forth herein shall name the Landlord as an additional named insured and shall provide

that it cannot be canceled or revoked except after a minimum of 30 days written notice to

the Landlord. Copies of such policies shall be immediately delivered by Tenant to

Landlord upon request of Landlord, but no less than at each anniversary date of such

policy or policies. It shall be deemed a material part of this agreement that the Tenant

shall maintain and keep in full force and effect all required policies of insurance during

the term of this lease.

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8. PAYMENT OF TAXES AND UTILITIES BY TENANTS.

It is expressly understood and agreed that Tenant shall, during the term of the

tenancy, pay and keep current all County Tangible/Personal Property Taxes or other

taxes, Florida State Sales Taxes, Federal Income Taxes, withholding and Social Security,

and agrees to indemnify and hold the Landlord harmless from and against any and all

claims, suits, demands or judgments for the same by any party. Tenant shall pay for all

utility services furnished to the demised premises, including heat, water, sewer, waste

disposal, gas, electricity, telephone, fire protection and the like, together with all taxes

levied or other charges on such utilities.

9. RESTRICTION ON USE OF SUBJECT PROPERTY.

It is understood and agreed that the subject premises shall be used by Tenant only

for the operation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Tenant shall not use or occupy, nor permit the leased premises or any part thereof to be

used or occupied for any unlawful business use or purpose, nor for any business use or

purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner

which is in violation of any present or future governmental law or regulation. Tenant

shall not cause the premises to become contaminated by any hazardous or toxic substance

or materials. Tenant shall be responsible for any such contamination caused to occur on

the property out of or in connection with Tenant's use of same and any cleanup must be at

the sole expense of Tenant and considered rent due on the next regular rental due date.

10. MODIFICATION AND SIGNAGE.

Tenant may make alterations or modifications to the subject property and

improvements only upon written consent of Landlord, which consent Landlord shall not

unreasonably withhold. Any improvements made to the property by Tenant shall become

the property of the Landlord and may not be removed without the consent of the

Landlord. All improvements made to the property by Tenant shall be of a quality as is

acceptable to Landlord in its sole discretion. Tenant shall first before displaying or

erecting any signs on or adjacent to the property submit for the approval of same by

Landlord. Signage shall be displayed or erected only with the written consent of

Landlord.

11. DEFAULT.

A. In the event that Tenant shall at any time fail to comply with any term,

provision, or limitation as set forth herein and shall fail to cure the same within ten (10)

days of receiving written notice of such default from Landlord (except that there shall be

no requirement for written notice of default from Landlord to Tenant for the non-payment

of rent other than that prescribed under Florida Law), then Landlord shall have the right

and option to thereupon terminate this Lease Agreement without waiving any rights to

damages or other relief as permitted under law, in which event, the Tenant agrees to

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immediately surrender and deliver up the demised premises and property peaceably to

Landlord.

B. If Tenant becomes bankrupt, or files any debtor proceedings or takes or has

taken against Tenant in any court pursuant to any statute either of the United States or of

any other State, a petition in bankruptcy or for insolvency, reorganization, or the

appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant

makes an assignment for the benefit of creditors or petitions for or enters into an

arrangement, then and in that event, this Lease shall, at the option of Landlord, be

canceled and terminated and any party claiming on behalf of Tenant shall not have any

rights whatsoever under this Lease.

C. Landlord shall have a lien upon all personal property of the Tenant coming

upon the premises in the due course of Tenant's business for any and all rents or other

amounts that become due to Landlord under the terms and conditions hereof and during

the term of this lease.

12. NO WAIVER.

No waiver of any covenant or condition or of the breach of any covenant or

condition of this Lease shall be taken to constitute a waiver of any subsequent breach of

such covenant or condition nor to justify or authorize the nonobservance on any other

occasion of the same or of any other covenant or condition hereof, nor shall the

acceptance of rent by Landlord at any time when Tenant is in default under any covenant

or condition hereof, be construed as waiver of such default or of Landlord's right to

terminate this Lease on account of such default; nor shall any waiver of such default or of

Landlord's right to terminate this Lease on account of such default or any waiver or

indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it

being expressly understood that if at any time Tenant shall be in default in any of its

covenants or conditions hereunder, an acceptance by Landlord of rental during the

continuance of such default or the failure on the part of Landlord promptly to avail itself

of such other rights or remedies as Landlord may have, shall not be construed as waiver

of such default, but Landlord may at any time thereafter, if such default continues,

terminate this Lease on account of such default in the manner hereinbefore provided.

13. INDEMNITY AND LIABILITY DISCLAIMED.

A. Tenant shall indemnify and hold Landlord harmless from and against any and

all liabilities, suits, claims, demands, actions, costs, and expenses due to or arising out of

violation or non-performance of, or default in observing, any covenant, condition or

agreement in this Lease to be fulfilled, kept, observed and performed by Tenant; damage

to property occasioned by Tenant's use and occupancy of the demised premises or to any

use or occupancy which Tenant may permit or suffer to be made of the demised

premises; and injury or death to persons occurring in or about the demised premises.

B. Tenant shall be responsible for and liable to Landlord for any damages

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incurred to the leased premises and any adjacent premises, including any fixtures or

equipment, as a result of fire or other casualty caused by the negligence or willful acts of

Tenant, Tenant's employees, agents, customers or invitees and the same shall be deemed

additional rent becoming due on the next regular rental payment date.

14. DESTRUCTION OF PREMISES BY CASUALTY.

In the event the leased premises be rendered un-tenantable by reason of fire,

explosion, hurricane, or other casualty, Landlord, at its option, may either repair the

premises to make the same tenantable within ninety (90) days thereafter, or may, at its

option, terminate this lease. In the event of such termination, Landlord shall give Tenant

thirty (30) days notice in writing, whereupon this lease shall be terminated in accordance

with such notice. The termination date does not have to be at the end of a rental month.

If the premises be damaged but not rendered un-tenantable, the rental due hereunder shall

not cease or be abated during the period of repair of such damage but Landlord shall

proceed with such repairs as expeditiously as possible under existing circumstances.

Landlord shall not be liable for any injury or damage to persons or property caused by

such casualty. In any event, Tenant shall not be liable for rent for any period when the

premises are un-tenantable.

15. RIGHT TO MORTGAGE.

Landlord reserves the right to subject and subordinate this Lease to the lien of any

mortgage or mortgages now or hereafter placed upon the Landlord's interest in the

demised premises and on the land and buildings of which they are a part. The Tenant

will execute and deliver upon demand such instrument or instruments subordinating this

Lease to the lien of any mortgage or mortgages as shall be desired by the Landlord or any

proposed Mortgagee. Tenant shall further promptly execute and deliver such

instruments, estoppel letters or certificates reasonably requested to be provided to

Landlord's Mortgagees or to any party to whom Landlord has or may become obligated

to provide security.

16. ASSIGNMENT AND SUBLET.

Tenant shall not have the right to assign this Lease or sublet the same, without the

written consent of Landlord, which consent may be withheld by Landlord for any reason

Landlord deems sufficient. If a beneficial interest or any amount of stock or other indicia

of ownership in Tenant is sold or transferred without Landlord’s prior written consent

and Tenant is not a natural person or persons but is a corporation, partnership trust or

other legal entity, it shall be deemed a violation of this paragraph.

17. LIENS.

Tenant shall not cause or permit any lien, mortgage, encumbrance, or other claim

against the subject premises and property without the express written consent of

Landlord. Tenant shall immediately indemnify the Landlord in the event of such lien,

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mortgage, encumbrance or other claim accrues against the property through any action or

inaction of Tenant.

18. QUIET ENJOYMENT.

Landlord covenants and agrees that so long as Tenant shall keep and perform each

and every covenant, term, provision and condition as set forth herein, Tenant shall have

quiet and undisturbed and continued possession of the premises during the term of this

Lease, free from any claims against Landlord and all persons claiming under, by or

through Landlord.

19. EXAMINATION OF PREMISES BY LANDLORD.

Landlord and its agents shall have the right to enter upon the premises at all

reasonable times to examine the condition and use thereof or to show same to a

prospective future tenant, provided only that such rights shall be exercised in such

manner so as not to interfere with Tenant in the normal conduct of Tenant's business.

20. END OF LEASE.

Upon termination of the tenancy, Tenant shall promptly deliver possession of the

subject premises and property to Landlord in good and proper condition, as set forth

herein; and Tenant shall thereupon remove all of Tenant's property.

21. ADDRESSES FOR WRITTEN NOTICE.

Any written notices as specified herein shall be made to the parties at the

following addresses or at such other addresses as each party may inform the other of in

writing:

Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant: in care of the leased premises.

22. CONDEMNATION/ EMINENT DOMAIN.

In the event the whole or any part of the building or the real estate of which the

demised premises are a part shall be taken or condemned for any public or quasi-public

use or purpose, Landlord may, at its option, terminate this Lease Agreement from the

time title to or right to possession shall vest in or be taken for such public or quasi-public

use or purpose and Landlord shall be entitled to any and all income, rent, awards or any

interest therein whatsoever which may be paid or made in connection therewith.

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23. ATTORNEY'S FEES.

In any legal proceeding, including appellate proceedings concerning this Lease

Agreement, the prevailing party shall be entitled to costs together with reasonable

attorney's fees.

24. SUCCESSION.

This lease Agreement shall bind the heirs, assignees, administrators, legal

representatives, executors or successors as the case may be of both parties, however, this

shall not expand the right of tenant to sublet the premises beyond the provisions set forth

above.

25. FLORIDA LAW.

The parties understand and agree that the relationship between them is that of

Landlord and Tenant, and it is specifically understood and agreed that this Lease

Agreement and the relationship between the parties shall be construed in accordance with

the laws of the State of Florida.

26. WAIVER OF JURY TRIAL.

The parties hereby specifically waive their right to demand a jury trial in respect

to the enforcement of this agreement.

27. ENTIRE AGREEMENT; NO RECORDATION OF AGREEMENT.

A. This Lease Agreement contains the entire agreement between the parties

hereto with respect to the letting and hiring of the demised premises described above and

this Lease Agreement may not be amended, modified, released or discharged in whole or

in part, except by an instrument in writing signed by the parties hereto, their respective

successor or assigns.

B. The parties understand and agree that neither this Commercial Lease

Agreement nor any memorandum or short form thereof shall or may be recorded in any

of the public records of this or any other State.

28. SEVERABILITY OF PROVISIONS, GENDER, ETC.

In the event any provision or a portion of any provision of this Commercial Lease

Agreement is declared unenforceable or invalid by any court or administrative body

having jurisdiction, the remaining provisions of the lease agreement shall be deemed

enforceable and shall remain in full force and effect. Any reference herein to the

masculine or feminine shall be interchangeable herein as well as any reference to the

singular or plural.

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29. RADON.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a

building in sufficient quantities, may present health risks to persons who are exposed to it

over time. Levels of radon that exceed federal and state guidelines have been found in

buildings in Florida. Additional information regarding radon and radon testing may be

obtained from your county public health unit.

30. TIME OF THE ESSENCE.

Time shall be of the essence in interpreting the provisions of this Lease

Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the

day and year first above written.

Signed in the presence of:

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

Landlord

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Landlord

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Tenant

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Tenant

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