

Commercial Lease and Deposit Receipt

RECEIVED FROM _____, hereinafter referred to as LESSEE, the sum of \$ _____ (_____ dollars), evidenced by _____, as a deposit which shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____	\$ _____	\$ _____	\$ _____
Security Deposit (not applicable toward last month's rent)	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

In the event this Lease is not accepted by the Lessor within _____ days, the total deposit received will be refunded. Lessee offers to lease from Lessor the premises situated in the City of Placerville, County of El Dorado, State of California, described as 3094 Cedar Ravine Road, Suite(s) _____, upon the following terms and conditions:

- 1. TERM:** The term will commence on _____, 20____, and end on _____, 20____.
- 2. RENT:** The total rent will be \$ _____ per month, due on the _____ day of each month, payable to Cedar Professional Building. All rents will be paid to Lessor or his authorized agent at PO Box 2187, Placerville, CA 95667, or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within _____ days after due date, Lessee agrees to pay a late charge of \$2.00 per day, calculated from the due date. Lessee further agrees to pay \$30 for each dishonored bank check. The late charge is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.
- 3. USE:** The premises are to be used for the operation of professional services, and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of neighbors or any tenant in the building. Due to the quiet and sensitive nature of the businesses located upon the premises, lessee agrees to not bring loud or noisy machinery, radios, pets, children, etc. upon the premises for any appreciable length of time.
- 4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises. Lessee agrees to not smoke nor allow any client, visitor, etc. to smoke upon the premises.
- 5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.
- 6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.
- 7. MAINTENANCE, REPAIRS, ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, structural foundations (including any retrofitting required by governmental authorities), building systems (electrical, plumbing, HVAC), sidewalks, driveways, lawns, fences, and shrubbery. No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least two days written notice in order that Lessor may post appropriate notices to avoid any liability for liens.
- 8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time within sixty (60) days prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.
- 9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

Initials: Lessor _____ Lessee _____

10. **Pets:** No animal, bird, or other pet shall be kept on or about the premises, even temporarily, without Landlord's written consent. Properly trained dogs needed by blind, deaf or disabled persons visiting tenant are acceptable.
11. **POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within 3 days of the commencement term in Item 1.
12. **LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage of \$1,000,000. Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**
13. **LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.
14. **SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.
15. **UTILITIES:** Lessor agrees to pay for water and weekly on-site generated waste pickup. Lessee agrees that he/she will be responsible for the payment of all other utilities, including telephone, cable service, supplemental waste pickups and other services delivered to the premises. Lessor will bill Lessee monthly for electricity use at the rate of 20% total electric bill times number of office suites rented.
16. **SIGNS:** Lessee will not place, maintain, nor permit any sign, symbol or awning on any exterior door, wall, or window of the premises. Interior signage on office door and business names on exterior building sign(s) shall be consistent with other building signage, at discretion of Lessor, and be made at Lessee's expense.
17. **ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of the Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of the Lessor.
18. **CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemner acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemner acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemner acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.
19. **TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.
20. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within **sixty (60) days.** Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days,** this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period.**
21. **HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances mean any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the premises.
22. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

Initials: Lessor _____ Lessee _____

- 23. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his/her option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.
- Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.
- These provisions will not limit any other rights or remedies which Lessor may have.
- 24. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.
- 25. DEPOSIT REFUNDS:** The balance of all deposits will be refunded **within three weeks** (or as otherwise required by law) from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by the Lessor.
- 26. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees.
- 27. WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.
- 28. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or on a personal delivery, or when receipt is acknowledged in writing.
- 29. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of owner, will be a month-to-month tenancy at a monthly rent of \$_____, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty (30) days written notice**.
- 30. TIME:** Time is of the essence of this Lease.
- 31. HEIRS, ASSIGNS, SUCCESSORS:** This lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.
- 32. LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.
- 33. ESTOPPEL CERTIFICATE:** (a) On ten (10) days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: [1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and in effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises,
- (b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.
- (C) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

Initials: Lessor _____ Lessee _____

34. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: _____

Exhibit B: _____

Exhibit C: _____

The undersigned Lessee acknowledges that he/she has thoroughly read and approved of each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee _____ Date _____ Lessee _____ Date _____

Receipt for deposit acknowledged by: _____ Date _____

Acceptance

The undersigned Lessor accepts the foregoing Offer and agrees to Lease the premises on the terms and conditions set forth above.

Lessor _____ Date _____

Lessee acknowledges receipt of a copy of the accepted Lease.

Lessee _____ Date _____ Lessee _____ Date _____

Initials: Lessor _____ Lessee _____