

**Commercial Lease  
Agreement**

**THIS LEASE (this "Lease") dated this    day of    ,**

**BETWEEN:**

**Tri-S Properties, LLC**  
Address: 352 Route 6, Post Office Box 1081  
Truro, MA 02666  
Telephone:508-487-1117  
(the Landlord")

**-AND-**

(the "Tenant")

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as *follows*:

**Leased Premises**

1. The Landlord agrees to rent to the Tenant the commercial premises described as    , 352 Route 6, Truro, MA 02666, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):    . Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
2. Subject to the provisions of this Lease, the Tenant is entitled to the use 2 parking spaces. Only properly insured motor vehicles may be parked in the Tenant's spaces.
3. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the fixtures and leasehold improvements noted in the inspection report completed before the Tenant took possession of the Premises.

**Term**

4. The term of the Lease commences at 12:00 noon on    , and ends at 12:00 noon on    ,    .
5. The Landlord may terminate the tenancy under this Lease if the Tenant has failed to any portion of the Rent within 15 days of when due, at which time the Tenant will be in Default

of this Lease.

6. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 30 days notice.

7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month notice to the other party.

8. Subject to the provisions of this Lease, the Tenant will pay Rent in the amount of \$ **per month** for the Premises during the term of this Lease.

9. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease. Payment shall be made to the Landlord at Tri-S Properties, PO Box 1081, Truro, MA 02666, or at such other place as the Landlord may later designate in writing.

### **Use and Occupation**

10. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will utilize the Premises in the active conduct of its business in a reputable manner.

11. The Tenant covenants that the Tenant will conduct its business in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority, and will not do anything on or in the Premises in contravention of any of them.

### **Advance Rent and Security Deposit**

13. On execution of this Lease, The Tenant will pay the Landlord a security deposit equal to the amount of \$ (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear.

### **Quiet Enjoyment**

14. The Landlord covenants that on paying the Rent and performing the covenants contained in this lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### **Rights of Reentry Upon Default**

15. If upon Default by the Tenant, the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
  - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
  - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
  - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises; and
  - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
  - g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
  - h. the Tenant will pay to the Landlord on demand:
    - i. all rent, Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
    - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting.

## **Inspections**

16. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
17. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers upon 24 hours notice to the Tenant.

## **Renewal of Lease**

18. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term of **12 months**. In the event of such renewal, all of the terms and conditions shall continue, except for rent, which must be agreed upon at the time of renewal.

## **Tenant Improvements**

19. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. Applying adhesive materials, or inserting nails or hooks in walls;
  - b. Painting, or in any way significantly altering the appearance of the Premises;
  - c. Removing or adding walls, or performing any structural alterations;
  - d. Installing an air conditioner;
  - e. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
  - f. Placing anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
  - g. Affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

## **Utilities and Other Charges**

20. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, gas, telephone.
21. Tenant shall arrange for utility services directly with the vendors of such services. Any such services shall be in the name of the Tenant.

## **Insurance**

22. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of insurance.

23. The Tenant is not responsible for insuring the Premises for either damage and/or loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

24. The Tenant is responsible for insuring the Premises for liability insurance in the minimum amount of \$1,000,000 for the benefit of the Tenant and the Landlord. Tenant shall indemnify and hold the Landlord harmless from any and all claims of injury or damages arising out of Tenant's occupancy of the premises, including claims of employees, contractors, business invitees, and others.

25. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

## **Attorney Fees**

26. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Rent. All rents including the Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

## **Governing Law**

27. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Massachusetts, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## **Severability**

28. If there is a conflict between any provision of this Lease and the applicable legislation of the Commonwealth of Massachusetts (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

### **Assignment and Subletting**

29. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without the express written permission of the Landlord.

### **Maintenance**

30. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

31. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, or ballasts serving the Premises.

### **Care and Use of Premises**

32. The Tenant shall at all times maintain temperature in the Premises sufficient to prevent freezing of water supply pipes.

33. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.

34. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking area(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk.

35. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants or abutters.

36. The Tenant will not engage in any illegal trade or activity on or about the Premises.

37. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

38. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

39. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

40. The Tenant will not store Hazardous Waste on the Premises, but will deliver them to the Truro Transfer Station or some other licensed facility for disposal.

41. The Tenant will abide by all rules, regulations, and policies for the use, storage, and disposal of Hazardous Materials.

42. As a material inducement to Landlord to allow Tenant to use Hazardous Materials in connection with its use of the Premises, Tenant agrees to deliver to Landlord at least 30 days prior to the Commencement Date a list ("Hazardous Materials List"):

- a. Identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated, released, or disposed of on or from the Premises; and
- b. Setting forth any and all governmental or quasi-governmental approvals and/or permits required in connection with the presence, use, storage, handling, treatment, generation, release, or disposal of such Hazardous Materials on or from the Premises.
- c. If Landlord determines that Tenant's representations and warranties contained herein were not true as of the date of this Lease, Landlord shall have the right to terminate this Lease in Landlord's sole and absolute discretion.

43. Tenant shall deliver to Landlord an update to the Hazardous Materials List at least 30 days before any new Hazardous Material is brought into, kept, used, stored, handled, treated, generated, released, or disposed of from the Premises.

44. Tenant shall, at its sole cost and expense, immediately commence and diligently perform to completion the remediation of any detrimental environmental conditions in accordance with all then applicable laws, regulations, ordinances, rules, codes, judgments, orders, or other similar enactments of any governmental or quasi-governmental entity regulating or relating to health, safety, or environmental conditions on, under, or about the Building or the Premises.

45. Tenant's obligations under this Clause shall survive the expiration or earlier termination of the Lease.

### **Rules and Regulations**

46. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

### **General Provisions**

47. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

48. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

49. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

50. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

**IN WITNESS THEREOF** Tri-S Properties, LLC and \_\_\_\_\_ have duly affixed their signatures by  
duly authorized officers under seal on this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Tri-S Properties, LLC  
Daniel Silva,  
Member