

[OWNER]

Landlord

and

[APPLICANT(s)]

MAILING ADDRESS

PHONE

EMAIL

Tenant

for

the space known as **[PREMISES]**

and located at **[PREMISES]**, Philadelphia, Pennsylvania

SAMPLE

COMMERCIAL LEASE AGREEMENT

This LEASE AGREEMENT (the “Lease”) is made and entered into on [DATE] (the “Effective Date”) by and between [OWNER], a Pennsylvania limited liability company, of 4410 Belgrade Street, Philadelphia, Pennsylvania 19137 (the “Landlord”), and [APPLICANT(S)] (the “Tenant”).

1. Premises.

2. The Landlord, for and in consideration of the rents, terms, covenants, conditions, provisions and agreements herein reserved and contained on the part of the Tenant, to be paid, kept and performed, does by these presents lease unto the Tenant, and the Tenant hereby leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, the [PREMISES], located at [PREMISES], Philadelphia, Pennsylvania (the “Premises”).

3. Term.

- 3.1. The term of this Lease shall be from the “Commencement Date” through the “Expiration Date”, (the “Initial Term”), commencing on [LEASE START] (the “Commencement Date”) and ending on [LEASE END] (the “Expiration Date”), unless sooner terminated pursuant to any provision hereof.
- 3.2. Early Possession. In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all of the provisions of this Lease. Said early possession shall not advance the termination date of this Lease.
- 3.3. Termination. Either party may terminate this Lease at the Expiration Date, meaning the end of the Initial Term or any extension term, by giving irrevocable written notice to the other at least sixty (60) days prior thereto.
- 3.4. Month to Month Tenancy. In the absence of the notice described in Section 2.3 above, if Tenant retains possession of the Premises after the Expiration Date or earlier termination of the Initial Term, by lapse of time or otherwise, Tenant shall become a tenant at sufferance upon all of the terms and conditions contained herein, except as to the term and rent. If Tenant shall become a tenant at sufferance, Tenant shall pay Landlord for a further period of one (1) month and so on from month to month until terminated by either party giving the other at least sixty (60) day’s written notice. Without limiting the foregoing, during such holdover period Tenant hereby agrees to indemnify, defend, and hold harmless Landlord, its beneficiary, and their respective officers, against, partners, contractors and employees, from and against any and all reasonable claims, liabilities, actions, losses, damages (including, without limitation, reasonable direct, indirect, incidental and consequential damages) and reasonable expenses (including, without limitation, court costs and reasonable attorney’s fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession by Tenant, which obligations shall survive the expiration or earlier termination of the Initial Term, or an Extended Term or the date by which Tenant finally and completely vacates the Premises in accordance with this Lease.

2.4.1 Termination Black Out- during a month to month tenancy, Tenant is not permitted terminate lease November 1 through January 31 of each year and any written notice for a termination date in this range will not be recognized by Landlord and discarded.

4. Rent.

4.1. Base Rent. The net monthly base rent shall be **MONTHLY RENT** paid monthly with the first payment payable on the commencement of the Lease and each monthly installment payable thereafter on the first day of each month. Said net monthly base rent is-hereafter referred to as the "Base Rent".

4.2. **Payment Method.** Payments can be made payable to, mailed or delivered to:

OWNER
4410 BELGRADE ST.
PHILADELPHIA, PA 19137

Landlord reserves the right to NOT pick up payments from leased premise, or any other location desired by Tenant. Cash, money order, and certified check payments are accepted. In the event Landlord agrees to accept additional payment methods, including but not limited personal and/or business checks, credit and/or debit payments, and/or bank deposits, this permission may be rescinded at any time. Payments of this nature are recognized as occurring on the date funds are available to Landlord, and are to be free of any fees or service or handling charges to Landlord.

4. Security Deposit.

4.1. A security deposit of **LAST MONTH RENT + SECURITY DEPOSIT** is to be made concurrently with the execution of this Lease. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of this deposit to remedy such default. Tenant shall restore the deposit to the full original amount within 10 days after written demand. Landlord will not be liable for payment of interest on this security deposit. Security Deposit, or remainder thereof, shall be returned to Tenant via US post within 30 days after lease expiration.

4.2. Following proper notice to terminate a lease, a lease that is not in default, by either party, a payment in the amount of **LAST MONTH RENT** shall be deducted from security deposit and applied to the last rent payment due to Landlord.

4.3.

Use.

4.4. Use. The Premises shall be used and occupied for the purpose of **USE** as long as such operation is not in violation of existing legal regulations or statutes. Tenant agrees to comply with the Building Rules as set forth in Exhibit A.

- 4.5. Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste.
- 4.6. Condition of Premises. Tenant hereby accepts the Premises in its present condition as of the Commencement Date (or the date Tenant takes possession, which ever comes first) subject to all applicable zoning, municipal, county and state laws, regulations and ordinances governing and regulating the use of the Premises, and any easements, covenants or restrictions of record and accepts this Lease subject thereto. Tenant acknowledges that it has satisfied itself that the Premises is suitable for its intended use and that Landlord has not made any representation or warranty as to the present or future suitability of the Premises.
- 4.7. Hindrance of Use. In the event it is discovered after lease commencement the declared use in this lease is in violation of applicable zoning, municipal, county and state laws, regulations and ordinances governing and regulating the use of the Premises, and/or if lack of licensing or approval from a governing body places any liability on landlord whatsoever, operation must cease immediately at premise. The burden remains on Tenant in order to obtain necessary variances, licensing, or approvals in order to resume use on premise. Failure to obtain necessary variances, licensing or approvals does not void this lease.

5. Maintenance, Repairs, and Alterations.

5.1. Tenant's Obligations. Except with respect to Landlord's obligations as set forth in this Agreement, Tenant shall, during the term of this Lease, keep in good order, condition and repair, the Premises and every part thereof. This includes but is not limited to graffiti removal, interior structures and fixtures of premise, stairs, ladder systems and all sidewalks in the areas which are adjacent to and included with the Premises. Tenant is responsible for shoveling, removing and treating snow & keeping sidewalks clean & free from all debris. Maintaining HVAC including all necessary repairs, maintaining fire alarm system in working condition, including annual certifications, keeping certified fire extinguishers hanging in the premises, as well as any other safety code requirements.

5.1.1. Pass-through Doors & Locks. Tenant shall at tenant's expense maintain and or replace exterior door locks on premise. In the event a lock must be replaced, Tenant must inform landlord in writing. Landlord reserves the right to require Tenant to purchase a lock of equal quality and function of lock to be replaced, including but not limited to locks role in a master key system. Tenant must present Landlord with a key to any replaced lock. Tenant shall at tenant's expense maintain exterior and interior pass-through doors, including but not limited to adjustments to ensure proper opening and closing in frame and weather treatments such as paint.

5.1.2. Rolling & Overhead Doors and Door Operators & Receivers. Tenant shall and Tenant's expense performs routine maintenance on rolling and overhead doors. This includes but is

not limited to keeping track clean and free of debris, applying approved solvents and lubricants to tracks, testing safety edges weekly to ensure that they stop or reverse motion upon contact, and reporting any of the following to landlord immediately:

- a. Shaking and shifting motors and operators
- b. Scraping and or loud noise from door in track
- c. Door not fully closing or buckling in closed position
- d. Door does not go up or down.

Failure to maintain door or report the above problems is neglect, and therefore repairs that arise as a result shall be completed at tenant's expense. Landlord makes no warranty to the function of safety edges. Damage to door or personal property that is a result of an object under the door is the responsibility of tenant. Tenant shall maintain and replace if needed door remotes, remote receivers and push button operator at tenant's expense.

5.1.3. Fire Safety. Tenant shall at Tenant's expense comply with all fire safety requirements of all governing and regulatory bodies as well as complex rules. This includes, but is not limited to keeping fire extinguishers hanging in the premises, which may need to be certified. Tenant shall not block doorways or any other means of egress.

5.1.4. Electrical System & Lighting. Tenant shall, at tenant's expense, maintain and replace as needed all components to the electrical system for premise. Proposed work must be approved by Landlord in writing, and be performed by a serviceman deemed qualified and holding adequate insurance at sole discretion of landlord. Components to be maintained include but are not limited to dedicated electric meter, wiring, conduit, breakers, switches, outlets, light fixtures and components, and light bulbs.

5.1.5. Plumbing and Fixtures. Tenant shall, at tenant's expense, maintain, repair, and or replace plumbing pipes and fixtures directly associated with premise, including but not limited to:

- a. Pressure line. Must be free of leaks. Tenant shall be responsible to avoid burst in lines during sub-freezing temperature by heating area or pipes as needed. Heat tape, insulation, and climate control in area is advised.
- b. Drain & waste lines. Must be free of leaks. Must be unobstructed and free of clogs and backups. Tenant is responsible for lines in and under unit, or those exclusively dedicated to tenants premise. Tenant may be responsible for damages beyond premise if due to tenant negligence or neglect.
- c. Fixtures. Tenant shall be responsible to repair and replace any plumbing damaged plumbing fixtures including but not limited to toilets, sinks, showers & baths, and faucets. Tenant is responsible to remedy leaking faucets, running toilets, and clogged sinks and toilets.

5.1.6.Windows. Tenant shall, at tenant's expense, repair or replace damaged or non functioning windows and/or window panes on premise.

5.2. Landlord's Obligations. Except with respect to Tenant Obligation set forth in this lease, Landlord shall keep the Premises in good condition and repair except when a result of tenant misuse, negligence or neglect. Except as otherwise provided, there shall be no abatement of rent or liability of Tenant on account of any personal injury or interference with Tenant's business with respect to any improvements, alterations or repairs made by Landlord to Premises or any part thereof. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair. The Landlord makes no guarantees or warranties whatsoever with respect to the interior of the premise being insulated from the elements. Premise may be difficult or costly to climate control. Premise may not be completely free from water entering into the premise.

5.3. Alterations. Tenant shall make no alterations to the Premises without Landlord's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the term, except, that Landlord can elect within thirty (30) days before expiration of the term, or within ten (10) days after termination of the term, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant at its expense, shall restore Premises to the condition designated by the Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

6. Utilities.

7.1. Water. Landlord, at Landlord's expense, shall pay for water service to the premise if and only if water is piped to fixtures inside leased premise. Tenant shall be permitted normal and proper use of water at sole discretion of landlord. Landlord reserves right to charge appropriate fees for excess water charges for unauthorized use of water for non approved uses or improperly operating fixtures.

7.2. Natural Gas. Tenant shall not apply for new or use existing gas service at any time for premise unless advance written permission is received by owner in writing.

7.3. Electric.

7.3.1.Direct Meters. In the event premise features a dedicated meter for premise metering electric directly from original energy distributor, tenant shall at tenants expense place corresponding account in tenants name and pay all costs associated with receiving electric service.

7.3.2.Sub Meters. In the event premise features a dedicated meter for premise metering electricity distributed after another meter maintained by Landlord, tenant shall pay Landlord for this service based on a service charge and usage. Charges may be modified from time to time by Landlord with sixty day advanced written notice. Current billing terms are as follows:

- 7.3.2.1. Landlord shall charge \$5.00 per billing period.
- 7.3.2.2. Landlord shall charge \$0.20 per kwh for usage during billing period
- 7.3.2.3. Landlord shall charge \$5.00 per billing period to mail bill US Post to tenant. Tenant may request landlord send a digital copy of bill via email to tenant for no charge and bills will no longer be mailed US post.
- 7.3.2.4. Tenant shall pay landlord total cost on each bill no less than thirty (30) days from the date bill is created. An additional late fee of 10% of the outstanding balance will be applied beginning 31 days from the date bill is created and being reapplied monthly if an outstanding balance remains. Landlord reserved the right to terminate electrical service to premise if an outstanding balance exists on or after 45 days after a bill is created. A restoration fee of no less than \$75 shall be charged in addition to all past due balances to restore electric service to premise.

Billing disputes shall be mediated by a mutually agreed upon party, typically a licensed electrical inspection company, and shall be commissioned at sole expense of the grieving party. Tenant reserves the right to receive electric directly from the energy distributor, however tenant shall perform and pay all costs for improvements or additions necessary to convert current electric system.

7.3.3. Non Metered Electric. In the event premise does not feature a dedicated electric meter, Landlord reserves the right to restrict appliances or contents inside the premise. Restricted items include, but are not limited to electric heaters, air conditioners, refrigerators & additional lighting not present at time of commencement. Additional restricted items may be added from time to time with written notice. Landlord reserves right to fine tenant \$100 per restricted item if located in premise. Tenant reserves the right to receive electric directly from the energy distributor, however tenant shall perform and pay all costs for improvements or additions necessary to convert current electric system.

7.4. Interruptions. There shall be no abatement of rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Landlord's reasonable control.

8. Surrender.

8.1. Surrender. On the last day of term hereof, or on any sooner termination, Tenant Shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear, damage by fire, acts of God or any other cause within the scope of the fire and extended coverage insurance contemplated hereunder is excepted. All structural alterations, improvements or additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at expiration of the term. Tenant's machinery, equipment and other trade fixtures other than that which is affixed to the Premises so that it cannot be removed without permanent damage to the Premises, shall remain the property of Tenant and may be removed by Tenant.

9. Insurance.

- 9.1. **Liability.** Tenant shall obtain and keep in force during the term of this Lease a policy of Commercial General Liability Insurance insuring the Landlord against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence; said policy shall specifically include Fire Legal coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. Landlord shall be named additional insured on said insurance policy or policies and said policy or policies shall provide that same cannot be canceled unless Landlord is given thirty (30) days written notice of such cancellation.
- 9.2. **Other Coverage.** Landlord shall maintain fire and extended coverage insurance on the Building and the Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Premises.
- 9.3. **Waiver of Subrogation.** Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the certificates or insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
- 9.4. **Hold Harmless.** Tenant shall indemnify, defend and hold harmless Landlord from all and any claims arising from use of the Premises by Tenant or any sub-lessee, assignee or permissive user of the Premises, or from the conduct of business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease, including the obligation to obtain and maintain liability and fire insurance, or arising from any negligence of Tenant, its agents, contractors, employees, sub-lessees, assignees, or invitees, and from any and all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of the active negligence of Landlord.
- 9.5. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises from any and all causes except the active negligence of Landlord.

10. Damage or Destruction.

- 10.1. Damage to Premises. In the event the improvements on the Premises are damaged or destroyed, partially or totally, from any cause covered by an insurance required to be maintained under Section 9, the Landlord shall repair, restore, and rebuild the Premises to their condition existing immediately prior to such damage or destruction. Such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction.
- 10.2. Abatement of Rent. In the event the repairs made by the Landlord to the Premises pursuant to this Article cause the Premises to be unusable for the intended purpose, the rent payable hereunder for the period during which such repair continues to take place shall be abated - provided that the damage to the Premises was not the result of the negligence of the Tenant.

11. Taxes & Triple Net Expense.

- 11.1. Tenant is responsible for paying Philadelphia Taxes including: BPT, NPT, and Use & Occupancy Tax. In the event Landlord wishes to collect Use & Occupancy Tax, landlord will notify tenant with sixty (60) days advanced notice.
- 11.2. Triple Net Expense. [Intentionally left blank].

12. Late Charges.

- 12.1. If Landlord does not receive any installment due under this Lease within five (5) days after the due date, Tenant agrees to pay Landlord a late charge equal to 10% of such overdue amount, or fifty dollars (\$50.00), whichever is larger. Acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor will it prevent the Landlord from exercising any other rights and remedies contained in this Lease.

13. Assignment of Interest.

- 13.1. Assignment of Interest. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or allow any person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent. Any assignment or encumbrance without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a further waiver of the provisions of this paragraph.

14. Default, Remedies.

- 14.1 The occurrence of any of the following shall be an event of default of this Lease (each, an "Event of Default"), and Tenant shall be in default of this Lease:
- 14.1.1 Tenant fails to pay any installment of Fixed Rent or any amount of Additional Rent when due which failure continues for ten (10) business days after such amount is due;
- 14.1.2 Tenant "vacates" the Premises (other than in the case of a permitted subletting or assignment) or permits the same to be unoccupied;
- 14.1.3 Tenant fails to observe or perform any of Tenant's other agreements or obligations in this Lease contained within thirty (30) days after written notice specifying the default, or the

expiration of such additional time period as is reasonably necessary to cure such default (up to a total of sixty (60) days from the date of such notice), provided Tenant immediately commences and thereafter proceeds with all due diligence and in good faith to cure such default; provided, however, that such notice and cure period shall not apply; any other specified Events of Default set forth in this Section 14 or any default of the obligations contained in Sections: 6, 13 & Exhibit A.

14.1.4 Tenant makes any assignment for the benefit of creditors;

14.1.5 Tenant or Guarantor is adjudicated a bankrupt;

14.1.6 a receiver or other official is appointed for Tenant or Guarantor or for a substantial part of Tenant's assets or for Tenant's interests in this Lease;

14.2 If an Event of Default shall occur, the following provisions shall apply and Landlord shall have, in addition to all other rights and remedies available at law or in equity, the rights and remedies set forth therein, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, Landlord shall agree in writing with Tenant that the Event(s) of Default has been cured by Tenant in all respects:

14.2.1 Acceleration of Rent. By notice to Tenant, Landlord shall have the right to accelerate all Fixed Rent and all expense installments due under this Lease and otherwise payable in installments over the remainder of the Term, and, at Landlord's option, any other Additional Rent to the extent that such Additional Rent can be determined and calculated to a fixed sum; and the amount of accelerated rent to the termination date, without further notice or demand for payment, shall be due and payable by Tenant within five (5) days after Landlord has so notified Tenant, such amount collected from Tenant pursuant to a judgment shall be discounted to present value using an interest rate of ten percent (10%) per annum. Additional Rent which has not been included, in whole or in part, in accelerated rent, shall be due and payable by Tenant during the remainder of the Term, in the amounts and at the times otherwise provided for in this Lease. Notwithstanding the foregoing or the application of any rule of law based on election of remedies or otherwise, if Tenant fails to pay the accelerated rent in full when due, Landlord thereafter shall have the right by notice to Tenant, (A) to terminate Tenant's further right to possession of the Premises and (B) to terminate this Lease under Section 14.2.2 below; and if Tenant shall have paid part but not all of the accelerated rent, the portion thereof attributable to the period equivalent to the part of the Term remaining after Landlord's termination of possession or termination of this Lease shall be applied by Landlord against Tenant's obligations owing to Landlord, as determined by the applicable provisions of Sections 14.2.2 and 14.2.4 below. Landlord shall make commercially reasonable efforts to mitigate its damages. Landlord may relet for a longer or shorter period of time than the Term and make any necessary repairs, offer tenant improvement allowances or perform alterations, incur brokers and legal fees to prepare the Premises for a new tenant. All such commercially reasonable costs incurred by Landlord in reletting the Premises shall be included as damages pursuant to Section 14.2.4 below.

14.2.2 Termination of Lease. By notice to Tenant, Landlord shall have the right to terminate this Lease as of a date specified in the notice of termination and in such case, Tenant's rights, including any based on any option to renew, to the possession and use of the Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions of this Lease regarding Landlord's damages and Tenant's liabilities arising prior to, out of and following the Event of Default and the ensuing termination. Following such termination and the notice of same provided above (as well as upon any other termination of this Lease by expiration of the Term or otherwise) Landlord immediately shall have the right to commence judicial or other legal process to recover possession of the Premises; and to that end, Landlord may, to the extent permitted under applicable law, enter the Premises and take possession, without the necessity of giving Tenant any notice to quit or any other further notice, with or without legal process or proceedings, and in so doing Landlord may remove Tenant's property (including any improvements or additions to the Premises which Tenant made, unless made with Landlord's consent which expressly permitted Tenant to not remove the same upon expiration of the Term), as well as the property of others as may be in the Premises, and make disposition thereof in such manner as Landlord may deem to be commercially reasonable and necessary under the circumstances.

14.2.3 Tenant's Continuing Obligations/Landlord's Reletting Rights

14.2.3.1 Unless and until Landlord shall have terminated this Lease under Section 14.2.2 above, Tenant shall remain fully liable and responsible to perform all of the covenants and to observe all the conditions of this Lease throughout the remainder of the Term to the early termination date; and, in addition, Tenant shall pay to Landlord, upon demand and as Additional Rent, the total sum of all costs, losses and expenses, including reasonable attorneys' fees, as Landlord incurs, directly or indirectly, because of any Event of Default having occurred.

14.2.3.2 If Landlord either terminates Tenant's right to possession without terminating this Lease or terminates this Lease and Tenant's leasehold estate as above provided, then, subject to the provisions below, Landlord shall have the unrestricted right to relet the Premises or any part(s) thereof to such tenant(s) on such provisions and for such period(s) as Landlord may deem appropriate.

14.2.4 Landlord's Damages

14.2.4.1 Upon the occurrence of any Event of Default, the damages which Landlord shall be entitled to recover from Tenant shall be the sum of and unpaid as of the termination date; plus

14.2.4.1.1 all Fixed Rent and Additional Rent accrued

14.2.4.1.2 (1) all costs and expenses incurred by Landlord in recovering possession of the Premises, including removal and storage of Tenant's property, (2) the costs and expenses of restoring the Premises to the condition in which the

same were to have been surrendered by Tenant as of the expiration of the Term, and (3) the costs of reletting commissions; plus

14.2.4.1.3 all Fixed Rent and Additional Rent (to the extent that the amount(s) of Additional Rent has been then determined) otherwise payable by Tenant over the remainder of the Term as reduced to present value; minus

14.2.4.1.4 all Rent and all other Additional Rent to the extent determinable as aforesaid, (to the extent that like charges would have been payable by Tenant) which Landlord receives from other tenant(s) by reason of the leasing of the Premises or part during or attributable to any period falling within the otherwise remainder of the Term.

14.2.4.2 The damage sums payable by Tenant under the preceding provisions of this Section 14.2.4 shall be payable on demand from time to time as the amounts are determined; and if from Landlord's subsequent receipt of rent as aforesaid from reletting, there be any excess payment(s) by Tenant by reason of the crediting of such rent thereafter received, the excess payment(s) shall be refunded by Landlord to Tenant, without interest.

14.2.5 Confession of Judgment in Ejectment. In addition to, and not in lieu of any of the foregoing rights granted to Landlord:

In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

14.2.5.1 WHEN THIS LEASE OR TENANT'S RIGHT OF POSSESSION SHALL BE TERMINATED BY COVENANT OR CONDITION BROKEN, OR FOR ANY OTHER REASON DURING THE TERM, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS, WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE

DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

____(INITIAL). TENANT WAIVER

14.2.5.2 TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION AND ALSO OBTAINING A MONEY JUDGEMENT FOR PAST DUE AND ACCELERATED AMOUNTS AND EXECUTING UPON SUCH JUDGMENT. IN SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE PREMISES IN MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.

____(INITIAL). TENANT WAIVER.

14.2.6 Landlord's Right to Cure Tenant Defaults. Without limiting the generality of this Section 14.2, if Tenant shall be in default in the performance of any of its obligations under this Lease, Landlord, without being required to give Tenant any notice or opportunity to cure, may (but shall not be obligated to do so), in addition to any other rights it may have in law or in equity, cure such default on behalf of Tenant, and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord in curing such default, including reasonable attorneys' fees and other legal expenses, together with interest at 10% per annum rate from the dates of Landlord's incurring of costs or expenses.

14.2.7 Waiver of Notice to Quit Tenant further waives the right to any notices to quit as may be specified in the Landlord and Tenant Act of Pennsylvania, Act of April 6, 1951, as

amended, or any similar or successor provision of law, and agrees that five days notice shall be sufficient in any case where a longer period may be statutorily specified.

- 14.2.8 Interest on Damage Amounts. **IN THE EVENT OF DEFAULT**, Any sums payable by Tenant under this Lease, which are not paid after the same shall be due, shall bear interest from that day until paid at the rate of four (4%) percent over the then Prime Rate as published daily under the heading "Money Rates" in The Wall Street Journal, unless such rate be usurious as applied to Tenant, in which case the highest permitted legal rate shall apply (the "Default Rate").
- 14.2.9 Landlord's Statutory Rights. Landlord shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of Tenant's obligations under this Lease and the recovery of the Premises. No right or remedy in this Lease conferred upon or reserved to Landlord shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given under this Lease or now or hereafter existing at law. Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.
- 14.2.10 Remedies Not Limited. Nothing in this Lease contained shall limit or prejudice the right of Landlord to exercise any or all rights and remedies available to Landlord by reason of default or to prove for and obtain in proceedings under any bankruptcy or insolvency laws, an amount equal to the maximum allowed by any law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.
- 14.2.11 No Waiver by Landlord. No delay or forbearance by Landlord in exercising any right or remedy under this Lease, or Landlord's undertaking or performing any act or matter which is not expressly required to be undertaken by Landlord shall be construed, respectively, to be a waiver of Landlord's rights or to represent any agreement by Landlord to undertake or perform such act or matter thereafter. Waiver by Landlord of any breach by Tenant of any covenant or condition contained in this Lease (which waiver shall be effective only if so expressed in writing by Landlord) or failure by Landlord to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of Landlord's right to have any such covenant or condition duly performed or observed by Tenant, or of Landlord's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of Landlord in respect of such breach or any subsequent breach. Landlord's receipt and acceptance of any payment from Tenant which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of Landlord to recover any payments then owing by Tenant which are not paid in full, or act as a bar to the

termination of this Lease and the recovery of the Premises because of Tenant's previous default.

- 15. Curing Tenant Defaults:** If Tenant shall default in the performance of any of its non-monetary obligations under this Lease, Landlord without prejudice and in addition to any other rights it may have at law or in equity, after giving Tenant written notice of such default and after failure by Tenant within thirty (30) days of the receipt of such notice to correct or to undertake and diligently pursue correction of said default(s) in which event the thirty day period shall be extended for a reasonable time not to exceed an additional fifteen (15) days or such longer period of time, not to exceed forty-five (45) days if Tenant timely commences to cure and thereafter diligently pursues such cure (which notice and/or opportunity to cure shall not be required in case Landlord shall determine that an emergency exists requiring prompt action), may cure such defaults(s) on behalf of Tenant; and Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in that regard plus interest thereon from the date(s) of expenditure at the Default Rate, which shall be deemed Additional Rent payable under this Lease.
- 16. Intentionally Omitted Surrender.** Tenant shall, at the expiration of the Term, promptly quit and surrender the Premises in good order and condition and in conformity with the applicable provisions of this Lease, excepting only reasonable wear and tear and damage by fire or other insured casualty. Tenant shall have no right to hold over beyond the expiration of the Term and in the event Tenant shall fail to deliver possession of the Premises as provided in this Exhibit A, such occupancy shall not be construed to effect or constitute other than a tenancy at sufferance. During any period of occupancy beyond the expiration of the Term the amount of rent owed to Landlord by Tenant shall automatically become one hundred fifty percent (150%) the sum of the Fixed Rent and Additional Rent as those sums are at that time calculated under the provisions of the Lease. The acceptance of rent by Landlord or the failure or delay of Landlord in notifying or evicting Tenant following the expiration or sooner termination of the Term shall not create any tenancy rights in Tenant and any such payments by Tenant may be applied by Landlord against its costs and expenses, including attorney's fees incurred by Landlord as a result of such holdover.
- 17. Rules and Regulations.** Tenant agrees that at all times during the Term (as same may be extended) it, its employees, agents, invitees and licensees shall comply with all rules and regulations specified on Exhibit "A" attached to and made a part of this Lease, together with all reasonable Rules and Regulations as Landlord may from time to time promulgate provided they do not increase the financial burdens of Tenant or unreasonably restrict Tenant's rights under this Lease. In case of any conflict or inconsistency between the provisions of this Lease and any Rules and Regulations, the provisions of this Lease shall control.

18. Condemnation.

- 18.1. Condemnation. If the Building, Premises or any portion thereof are taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date of the condemning authority takes title or possession, whichever occurs first. All awards for the taking of any part of the Premises or any payment made under the threat of the exercises of power of eminent domain shall be the property of Landlord, whether made as

compensation for diminution of value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of damage to Tenant's trade fixtures and removable personal property.

19. General Provisions.

- 19.1. **Landlord's Interests.** The term "Landlord" as use herein shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground Lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligation contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective period of ownership.
- 19.2. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
- 19.3. **Time of Essence.** Time is of essence.
- 19.4. **Incorporation of Prior Agreement; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.
- 19.5. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.
- 19.6. **Covenants and Conditions.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.
- 19.7. **Binding Effect.** This Lease shall bind the parties, their personal representative, successors and assigns.
- 19.8. **Governing Law.** This Lease shall be governed by the laws of the Commonwealth of Pennsylvania.
- 19.9. **Subordination.**
- 19.9.1. This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed or trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidation, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provision of this Lease, unless this Lease is otherwise terminated pursuant to its term. If any mortgagee, trustee

or ground lessor shall elect to have this Lease prior to the lien to its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether his lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

19.9.2. Tenant agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed to trust or ground lease, as the case may be.

19.10. Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the Tenant.

19.11. Landlord's Access. Landlord and Landlord's Agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the Building of which they are a part as Landlord may deem necessary or desirable. Landlord may, at any time during the term of the Lease place any ordinary "for sale" sign, and during the last one hundred eighty (180) days of the term of the Lease place any ordinary "for lease" sign on or about the Premises, all without rebate of rent or liability to Tenant. No advance notice shall be required for Landlord to enter premise.

20. Notices.

20.1. Whenever under this Lease provision is made for demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States Mail, postage prepaid, addressed at the addresses set forth herein below:

To Landlord at:

4410 BELGRADE, LLC, 4410 Belgrade Street, Philadelphia, PA 19137

To Tenant at:

[APPLICANT(s)], MAILING ADDRESS

Building Rules (4410 Belgrade St)

STORAGE

- Nothing is permitted to be stored outside of the unit, most importantly vehicles.
- In addition to open lot areas, you are not permitted to store vehicles outside your door. You are permitted to load and unload outside your unit in such a way that a driving lane is maintained. You are permitted to load and unload for a duration not to exceed 30 minutes.
- Vehicles that are being stored will be reported to the tow enforcement company and removed and stored without notice from Ownership. Ownership will not be responsible for any costs associated with the company releasing your vehicle.
- If an item cannot removed with tow enforcement, tenant will be contacted and informed to remove the offending item within 24 hours of issuance of notice. In the event item is not removed within that period, a fine of no less than \$500 per day will be imposed. This fine shall be collected as additional rent, and therefore subject to the same default terms that will lead to eviction in your lease.

PARKING

- A parking area is located on the property along Belgrade St between the lot entrances.
- Tenants are encouraged to prioritize parking on the lot as opposed to street parking to make room for our neighboring residents to park.
- Vehicles are only permitted to park in this area for up to 24 hours per stay.
- Vehicles that are parked longer than 24 hours will be reported to the tow enforcement company and removed and stored without notice from Ownership. Ownership will not be responsible for any costs associated with the company releasing your vehicle.
- If an item cannot removed with tow enforcement, tenant will be contacted and informed to remove the offending item within 24 hours of issuance of notice. In the event item is not removed within that period, a fine of no less than \$500 per day will be imposed. This fine shall be collected as additional rent, and therefore subject to the same default terms that will lead to eviction in your lease.

TRASH

- Tenants are only permitted to dispose of personal trash that is generated while on the property
- Tenants are limited to dispose of one (1) forty (40) gallon bag of trash not to exceed fifty (50) lbs. per week, or the equivalent thereof.
- Trash must be disposed of in bags as described above in the dumper in such a way the lid can close. Trash is not permitted to be placed outside of the dumpster
- Specifically, bulk trash, commercial trash such as contractor debris or vehicle parts, and hazardous wastes such as automotive fluids, are not permitted to be put in dumpster or anywhere on the property.
- Violations of this trash policy will result in a fine of no less than \$500 per day. This fine shall be collected as additional rent, and therefore subject to the same default terms that will lead to eviction in your lease.

HAZARDOUS WASTE

- A complete list of Hazardous Waste is maintained in the office and can be produced per request. Hazardous waste includes, but is not limited to, used automotive oil & filters, used automotive coolant, and used cooking grease.
- Ownership no longer offers containers for waste oil disposal and site removal.
- Hazardous waste is not permitted to be stored in the units in excess of 5 gallons per type and 10 gallons total.
- If any hazardous waste is identified in your unit, Tenant must submit a Disposal Plan to the office within 24 hours of request. A Manifest shall be maintained in the unit recording the type of waste disposed, amount disposed, and date disposal occurred. Tenant must provide a copy of manifest to Ownership upon demand.
- Violations of this Waste Disposal policy will result in a fine of no less than \$500 per occurrence and an additional \$500 per gallon of waste. This fine shall be collected as additional rent, and therefore subject to the same default terms that will lead to eviction in your lease

STREET PARKING & RIGHT AWAY OBSTRUCTION

- It is illegal to park on the Belgrade St sidewalks at anytime.
 - It is illegal to park a car on Belgrade Street that has expired registration, inspection, or is immobilized.
 - In order to address complaints from neighboring residents in the area, Ownership will be logging and reporting offending vehicles to the authorities. Typically, this results in ticketing or towing by the City.
1. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and its occupants.
 2. Only a tenant listed on the lease shall be permitted on the premise including the lot. This includes but is not limited to guests, customers and employees. Tenant may seek approval from landlord for non lease holders to enter premise; said permission is granted at landlord's sole discretions and may be subject to an application and administrative costs.
 3. Tenant shall not keep or bring animals or pets of any kind within the Building Premise
 4. With the exception of normal personal use of the lavatory, Tenant shall not use water delivered to the premise for any reason. Tenant may seek approval from landlord for water use, including but not limited to washing vehicles; said permission may be granted at landlord's sole discretion and may be subject to fees.
 5. Tenant shall not deface the walls, partitions or other surfaces of the Premises or Building. Tenant shall not hang any signage without permission from landlord.
 6. Tenant is not permitted to drive on the lot in excess of 5 miles per hour.

7. Combustible materials and fuels are not permitted to be stored in leased premise. In the event fuels are used for heating during occupancy, all unused fuel must be removed from the building premises following occupancy.
8. Alcoholic beverages or illegal drugs may not be consumed on the premises. No person shall under the influence of alcohol or illegal drugs be permitted on the property
9. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency. Tenant shall be responsible to reimburse Landlord for fire extinguisher replacement, repair, and certification contained in premises.
10. Motorized bikes, all terrain vehicles, and scooters are not permitted to be operated on the Complex at any time, including driveways, walkways or loading areas.
11. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency. In the event an unsafe condition exists on building premise, Landlord reserves the right to restrict access without reimbursement of rent.
12. Smoking or any open flame is not permitted inside leased premise.
13. Tenant is not permitted to operate any perpetual electrical appliances (refrigerators, fridges, etc) without permission of landlord. Tenant is not permitted to have electrical usage when not occupying leased premise; tenant must turn off lights when leaving.
14. Tenant assumes all risks from theft, vandalism & property damage and agrees to keep Premises locked as may be required.
15. Furniture, significant freight and equipment shall be moved into or out of the building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Building arising from any such activity. Use of freight elevator requires advance notice and permission from Landlord.
16. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
17. No Tenant, employee or invitee shall go upon the roof of the Building, without Landlord's consent
18. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Building and its occupants. Tenant agrees to abide by these and such rules and regulations

The parties hereto have executed this Lease at the place and on the date specified immediately adjacent to their respective signatures.

Landlord: _____
[OWNER] Date
Elliot Patete

Tenant: _____
[APPLICANT(s)] Date

SAMPLE