

Lease Agreement

Art Space

Between

Landlord

and

Tenant

for the use of

Hi! Mom Art Gallery

LEASE AGREEMENT

This Lease Agreement (hereafter called "Lease," both in reference to this Lease and to the real estate transaction between Landlord and Tenant) is executed to be effective as of _____, 2009 ("Effective Date") by and between _____ ("**LANDLORD**"), **for the use and benefit of Multicultural Outreach Media's Hi! Mom Art Gallery ("**Tenant**")**.

Whereas, Landlord owns the facility _____ .

Whereas, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, space in said on the terms and conditions set forth below.

Now therefore, in consideration of the premises and the respective covenants and obligations of the parties set forth below, the legal sufficiency of which is acknowledged by each of Landlord and Tenant, Landlord and Tenant agree as follows:

1. BASIC LEASE PROVISIONS AND DEFINITIONS

1.1 Basic Lease Provisions. For the purposes of this Lease, the following terms and provisions shall have the respective meanings attributed to them below:

(a) Landlord: _____

(b) Landlord's Address: _____

Attn.: _____

(c) Tenant: _____

(d) Tenant's Mailing Address:

Before the Commencement Date: _____

After the Commencement Date: _____

(e) Premises: The Building

(f) Building: The building located at _____

(g) Base Rental: Base Rental shall paid, throughout the Term, according to the following rate schedule:

(h) Security Deposit: \$ _____

(i) Anticipated Commencement Date: _____

(j) Commencement Date: _____

- (k) Term: The period of time commencing upon the Commencement Date and expiring on _____, 20____, being _____ months.
- (l) Rentable Area of the Building: _____
- (m) Rentable Area of the Premises: _____
- (n) Rent: The sum of Base Rental, and all other amounts denominated as “rent” under this Lease.
- (s) Permitted Use: Art Gallery, workspace and art classes use. Tenant may not use the Premises for residential purposes.
- (t) Normal Business Hours:

1.2 Certain Definitions. The following definitions are used in this Lease:

- (a) Building Facilities: All equipment, machinery, facilities, fixtures and other personal property owned by Landlord and located in the Building and/or used or utilized solely in connection with the operation and/or maintenance of the Building, or any part thereof.
- (b) Land: The real property described.
- (c) Lease Period: A period of _____ (#____) consecutive calendar months (during the Term) beginning on _____ and ending on _____.
- (d) Rules: The rules and regulations promulgated by Landlord with respect to use and occupancy of the Building and Project.

1.3 Other Definitions. Other terms defined in this Lease have the meanings assigned to them elsewhere in this Lease.

2. GRANT AND TERM

2.1 Option To Extend. For Tenant to have the option to extend the Term of this Lease, the option must be attached to this Lease, dated and initialed by both parties. Any option granted to Tenant to extend the Term of this Lease will be upon the terms and conditions set forth in this original lease.

3. MONETARY PROVISIONS

3.1 Base Rental. Tenant shall pay to Landlord, without offset or deduction, Base Rental for the Premises..

3.2 Late Payments.

(a) Late Charge. If any amounts owing by Tenant under this Lease are not received by Landlord by the fifth (5th) calendar day after the date due, then the amount past due is subject to (i) default interest at 10% to defray Landlord's administrative and other overhead expenses.

3.3 Security Deposit.

(a) Refundable Security Deposit. The Security Deposit shall be held by Landlord without interest as security for the performance of Tenant's obligations under this Lease.

4. PREMISES, COMMON AREAS, SERVICE AREAS

4.1 Required Condition of Premises. The Premises are delivered to Tenant and are being leased "AS IS" and "WITH ALL FAULTS," and Landlord makes no representation or warranty of any kind, expressed or implied, with respect to the condition of the Premises (including habitability, fitness or suitability for particular purpose of the Building, or that the Building or the improvements to the Building have been constructed in a good and workmanlike manner). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR PURPOSE, OR THAT THE BUILDING OR THE IMPROVEMENTS IN THE PREMISES HAVE BEEN CONSTRUCTED IN A GOOD AND WORKMANLIKE MANNER.

5. USE

5.1 Permitted Use. The Premises shall be used and occupied solely for the Permitted Use. Without limitation of the foregoing, Tenant may not use the Premises for residential purposes.

5.2 Rules. Tenant's use of the Premises is subject at all times during the Term to the Rules, as the same are reasonably modified and amended by Landlord from time to time. Rules are attached.

Tenant's Access to the space: (Hours, not to exceed 40 hours per week, decided by Landlord)

- ____ a.m. to ____ p.m. on Monday
- ____ a.m. to ____ p.m. on Tuesday
- ____ a.m. to ____ p.m. on Wednesday
- ____ a.m. to ____ p.m. on Thursday
- ____ a.m. to ____ p.m. on Friday
- ____ a.m. to ____ p.m. on Saturday
- ____ a.m. to ____ p.m. on Sunday

6. LANDLORD'S RIGHT OF ENTRY

Entry. Landlord and its authorized agents may, during reasonable hours and after reasonable prior notice to Tenant, enter the Premises (i) to inspect their general condition and state of repair, (ii) to make repairs required or permitted under this Lease, (iii) to show the Premises to any prospective tenant, purchaser or mortgagee, or (iv) for any other reasonable purpose. Landlord acknowledges the importance of making a good faith effort to not disturb or otherwise interfere with the Permitted Use of the Premises during any such entry. Tenant further agrees, however, that Landlord may enter the Property at any time and without prior notice of any kind to Tenant in the event of an emergency.

7. INDEMNITY

INDEMNITY. LANDLORD SHALL NOT BE LIABLE TO TENANT, OR TO TENANT'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS, CONTRACTORS, VISITORS, LICENSEES, SUBTENANTS OR INVITEES, AND TENANT SHALL INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES) ARISING FROM (I) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF TENANT, TENANT'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS, CONTRACTORS, VISITORS, LICENSEES, SUBTENANTS OR INVITEES, (II) TENANT'S USE OF THE PREMISES OR THE CONDUCT OF TENANT'S BUSINESS, (III) ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY TENANT IN OR ABOUT THE PREMISES OR THE PROJECT, OR (IV) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON TENANT'S PART TO BE PERFORMED UNDER THE TERMS OF THIS LEASE. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

9.1 No Oral Changes. This Lease may not be changed or terminated orally, but only in writing executed by both parties hereto.

THIS LEASE is executed and effective this _____ day of _____, 2009.

LANDLORD:

Date signed: _____

By: _____

Name: _____

Title: _____

Agreed and consented to:

Date signed: _____ By: _____

Name: _____

Title: _____

TENANT:

Date signed: _____

By: _____

Name: _____

Title: _____

TERMINATION AGREEMENT

LANDLORD’S WORK

(a) Landlord or Tenant may terminate this Lease upon written notice to the other party at any time with 60 days advance written notice.

OPTION TO EXTEND

A. Extension Term. Tenant shall have, and is hereby granted, the option to renew and extend the Term of this Lease for _____ () periods of _____ () months, provided this Lease is in full force and effect and Tenant is not in default under this Lease at the time such option is exercised or at the commencement of the extension Term. The extension terms shall begin on the expiration of the initial Term or the first extension of the Term, whichever is applicable. All terms, covenants, and provisions of this Lease (except for the Rental) shall apply to such extension term.

B. Exercise of Option. If Tenant elects to exercise such option, Tenant shall do so by written notice to Landlord not earlier than 90 calendar days prior to the expiration of the initial Term or the first extension of the Term, whichever is applicable.

Landlord’s Initials:

Initial
Here

Tenant’s Initials:

Initial
Here