

LEASE

- 1. Parties** **THIS LEASE**, dated the ___ day of _____, 200__ between _____, party of the first part, hereinafter called LESSOR, and _____, party of the second part, hereinafter called LESSEE,
- 2. Consideration** **WITNESSETH:** That each of the aforesaid parties acknowledges the receipt of a valuable consideration from the other and that they and each of them act herein in further consideration of the engagements of the other as herein stated.
- 3. Premises** That LESSOR has and does hereby grant, demise and lease unto the said LESSEE the following described premises situated in the to-wit:

To be used for the purpose of: _____
- 4. Term** TO HAVE AND TO HOLD the above described premises unto the LESSEE for the period of ___ years, commencing on the ___ day of _____, 200__ and ending on the ___ day of _____, 200__.
- 5. Rental** LESSEE hereby covenants and agrees to pay to LESSOR as rent for the aforesaid premises the sum of _____ Dollars, payable in advance in monthly installments, in amounts, and maturing, as follows:

All rentals due under this Lease payable at to the order of _____.
- 6. Proof of Payment** The burden of proof of payment of rent in case of controversy shall be upon the LESSEE.
- 7. Lien on Leasehold, Etc.** A first lien is hereby expressly reserved by the LESSOR and granted by the LESSEE upon the terms of this lease and upon all interest of the LESSEE in this leasehold for the payment of rent and also for the satisfaction of any cause of action which may accrue to the LESSOR by the provisions of this instrument. A first lien is also expressly reserved by the LESSOR and granted by the LESSEE upon all buildings, improvements, store fixtures, water fixtures and gas fixtures and all other fixtures erected or put in place or that may be erected or put in place upon the premises by or through the LESSEE or other occupants for the payment of rent and also for the satisfaction of any causes of action which may accrue to the LESSOR by the provisions of this instrument.
- 8. Quiet Possession** The LESSOR hereby covenants that if LESSEE shall keep and perform all of the covenants of this lease on the part of LESSEE to be performed, LESSOR will guarantee to LESSEE the quiet, peaceful and uninterrupted possession of the said premises.

The LESSEE hereby further covenants:
- 9. Lawful and Moral Use** That the premises and all buildings and improvements thereon shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Tennessee, or the ordinances and laws of the City of _____ that are enforced;
- 10. Protection From Violations** To save and hold the LESSOR harmless from violations of the laws of the United States, of the State of Tennessee, and the ordinances and laws of the City of _____.
- 11. Waste** Not to commit or permit to be committed any waste whatsoever;
- 12. Nuisances** Not to create or allow any nuisance to exist on said premises, and to abate any nuisance that may arise promptly and free of expense to LESSOR;
- 13. Invalidity of Insurance** Not to suffer anything to be or remain upon or about the premises which will invalidate any policy of insurance which LESSOR may now or hereafter have upon said building;
- 14. Increased Premiums** Not to suffer anything to be or remain upon or about the premises nor carry on nor permit upon the premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for the insurance of the premises against fire, unless consented to in writing by the LESSOR and if so consented to, the LESSEE shall pay such increased or extra premium within ten days after the LESSEE shall have been advised of the amount thereof;

- 15. Advertising** That no outside walls, roofs or other exterior portion of the premises or of any buildings or other improvements now or hereafter erected on the premises shall be used for any advertising purposes whatsoever except the direct advertising of the LESSEE'S own business;
- 16. Alterations** Not to make any changes, alterations, or additions about the said building or premises without first obtaining the written consent of the LESSOR and in no event to do anything that shall weaken the building or structure now on or that may hereafter be erected on the premises;
- 17. Damages, Accidents, Etc.** To hold LESSOR harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with any power plant, machinery, elevator, elevator shaft, stairway, signs, awnings, glass, brick, and other building material, hatch, coal chute or other openings, flag pole, and any other things in or pertaining to any other parts of said premises, or things in or pertaining to or upon the premises during the term of this lease or while the LESSEE is occupying the premises;
- 18. Plate Glass Insurance** To carry adequate plate glass insurance on all plate glass on the premises in a company satisfactory to the LESSOR with loss clause payable to the LESSOR;
- 19. Insolvency, Etc., of Lessee** That in the event of the insolvency or bankruptcy of the LESSEE, or the filing of any petition under the bankruptcy statute voluntarily or involuntarily and whether or not resulting in an adjudication in bankruptcy, or in the event of a partial or general assignment for the benefit of a creditor, at any time thereafter the LESSOR shall have the right to terminate this lease upon giving written notice thirty days in advance.
- 20. Delivery at End of Lease** And on the expiration of the term of this lease to deliver unto the LESSOR the possession of said building, lot and premises, cleared of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were received, destruction or damage by fire, storm or other casualty and ordinary wear and tear excepted.
- 21. Right of Entry, Inc.** The LESSOR reserves the right during the term of this lease, to enter said premises at reasonable hours to show the same to other persons who may be interested in renting or buying the property, and for the purpose of inspecting the premises and to make such repairs as LESSOR may deem necessary for the protection and preservation of the said building and premises; but LESSOR is not bound to make any repairs whatever, nor to be held liable for any damage in consequence of leaks, or for the stoppage of water, sewer, gas or drain pipes by reason of freezing or any other cause of obstructions, nor for any other defects about the building and premises, the LESSEE having examined the same and being satisfied therewith; but should such leaks, obstructions, freezing, stoppages, or other defects about the building and premises occur during the term of this lease, or while the LESSEE is occupying the premises, then the LESSEE shall remedy the same promptly at the LESSEE'S expense unless the LESSOR by written agreement undertakes to do the same.
- 22. Default of Rent, Etc.** All covenants and agreements herein made and obligations assumed are to be construed also as conditions and these presents are upon the express condition that if LESSEE should fail to pay when due any one of the aforesaid installments of rent, or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by said LESSEE, then and thenceforth, in any of said events, this lease may be forfeited and thereby become null and void at the option of the LESSOR, and said LESSOR may immediately, or at any time after the breach of any of said covenants, re-enter said premises and building, or any part thereof in the name of the whole, and repossess and have the same as of LESSOR'S former estate and remove therefrom all goods and chattels not thereto properly belonging, and expel said LESSEE and all other persons who may in possession of said premises and building, and that, too, without demand or notice.
- 23. Right to Terminate Not Exclusive** The right in the LESSOR to terminate this lease as herein set forth is in addition to and not in exhaustion of such other rights that the LESSOR has or causes of action that may accrue to the LESSOR because of the LESSEE'S failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by the LESSOR of any of the rights or causes of action accruing hereunder shall not be an exhaustion of such other rights or causes of action that the LESSOR might otherwise have.
- 24. Subletting** The LESSEE shall not assign or sublet the premises nor any part thereof without the written consent of the LESSOR, but such written consent will not be unreasonably withheld, and in no event shall the subletting or assignment of this lease relieve the LESSEE of any of the covenants, agreements and obligations imposed upon LESSEE in this lease.
- 25. Destruction by Fire, Etc.** Should the building upon the demised premises be totally destroyed by fire or other cause, or so damaged that rebuilding or repairs cannot be completed within _____ () days from date of fire, or other cause of damage, this lease shall terminate and the LESSEE shall be allowed an abatement of rent from the date of such damage or destruction. However, if the damage is such that rebuilding or repairs can be completed within _____ () days, the LESSOR covenants and agrees to make such repairs with reasonable promptness and dispatch, and to allow LESSEE an abatement in the rent for such time as the building is untenable, and the LESSEE covenants and agrees that the terms of this lease shall not be otherwise affected.
- 26. Renewal** No renewal of this lease will be binding on either party unless it be in writing and signed by the LESSOR and the LESSEE.

- 27. **Waiver of Breach** It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same of any other covenant.

- 28. **Attorney Fees** LESSEE agrees to pay all costs of collection, including reasonable attorney fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also to pay reasonable attorney fees in the event it becomes necessary for the LESSOR to employ an attorney to force the LESSEE to comply with any of the covenants, obligations, or conditions imposed by this lease.

- 29. **Going Business** The LESSEE hereby further covenants that a going business shall be conducted in the within leased premises throughout the full term of this lease.

- 30. **Covenants Run to Heirs, Etc.** It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; also that the terms "LESSOR" and "LESSEE" shall be construed in the singular or plural number according as they respectively represent one or more than one person.

- 31. **Roof** LESSOR agrees to keep the roof of leased premises in good repair provided the need of repair is not caused by the acts of LESSEE, but LESSOR shall not be held or deemed liable for any damages to LESSEE because of roof leaks. LESSOR will use reasonable diligence to correct roof leaks. All other repairs to be made by LESSEE at LESSEE'S expense.

This lease was negotiated by acting as Agent for the LESSOR, and LESSOR agrees to pay said agent the usual commission for services in negotiating this lease; also, to pay said agent the usual commission for any renewal or extension lease that may be entered into between the LESSOR and the LESSEE, or LESSEE'S assigns, covering the within leased premises.

It is expressly understood and agreed by and between the parties hereto that this lease and any riders attached hereto forming a part hereof set forth all the promises, agreements, conditions and understandings between LESSOR or his agent and LESSEE relative to the leased premises, and that there are no other promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this lease shall be binding upon LESSOR or LESSEE unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

IN TESTIMONY WHEREOF, the above named LESSOR and the above named LESSEE have executed this and two other original instruments of identical tenor and date, on the day and year set forth in Clause 1 of this lease.

LESSOR -

LESSOR -

LESSEE -

LESSEE -

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, duly commissioned and qualified, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that ___ he ___ executed the within instrument for the purposes therein contained.

Witness my hand, at office, this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, duly commissioned and qualified, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that ___ he ___ executed the within instrument for the purposes therein contained.

Witness my hand, at office, this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

ASSIGNMENT BY LESSEE

For value received _____ hereby assign all _____ right, title and interest in and to the within lease to _____, heirs and assigns, and in consideration of the consent to this assignment by the LESSOR _____ guarantee the performance by said _____ of all the obligations of the LESSEE under said lease.

Dated this ___ day of _____, 20__.

(SEAL)

(SEAL)

ACCEPTANCE BY ASSIGNEE

In consideration of the above assignment and of the written consent of the LESSOR thereto, the undersigned hereby assumes the within lease and agree to make all payments yet to be made, and to perform and abide by all the obligations of the LESSEE under the within lease.

Dated this ___ day of _____, 20__.

(SEAL)

(SEAL)

CONSENT BY LESSOR

_____ hereby consent to the assignment of the within lease to _____ on the express condition, however, that the assignor shall be and remain liable for the prompt payment of the rent and for the performance of all the obligations of the LESSEE under said lease, and that no further assignment of said lease, and no subletting of the premises or any part of the premises shall hereafter be made.

Dated this ___ day of _____, 20__.

(SEAL)