

Main Street Office Suites

Terms of Service | Terms and Conditions

Last updated: July 29, 2016

Please read these Terms of Service | Terms and Conditions carefully. Your access to and use of Main Street Office Suites is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all users and others who access or use Main Street Office Suites. **By accessing or using Main Street Office Suites Services you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service. Please review the additional Office Space Lease Agreement below.**

Purchases and Charges

Billing shall be processed upon delivery of service. Payment must be made immediately upon reservation of a space. Most charges may be compiled into an invoice for the full month and sent at the beginning of the next month to be paid on the 5th.

Cancellation Policy

Any cancellations of a space made within 24 hours of the scheduled book time of the rental may be subject to a fine of the full amount. Changes to the Service or Lease of Space must be made in advance and may require written consent to avoid possible charges.

Conditions of Use

Spaces must be left clean and tidy or at the condition it was found. Any belongings left behind may be kept for up to the time of closing or thrown away dependent upon the Admin. Any damage, abuse, etc. to the furniture or property by a customer may be fined for the amount. Computers must be left in the condition they were found. Any files saved or downloaded onto the computers may be deleted at our discretion at the end of the day. If it is found that abuse of the privileges on one of our computers or equipment has been determined, an appropriate action may be taken by us resulting in a fine or even termination of your Service. Spaces are to be closed and locked upon end of reservation.

Termination Policy

We reserve the right to terminate access to our Services upon abuse of any of the conditions or policies.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time without notice.

Contact Us

If you have any questions about these Terms, please contact us.

**COMMERCIAL LEASE AND
DEPOSIT RECEIPT**

DATE: _____, 2015

PARTIES:

- 1) _____
("LANDLORD")
- 2) _____
("TENANT")

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Exhibit "A" – Description of Property/Premises floor Plan
Exhibit "B" – Schedule of Base Rent
Exhibit "C" - LANDLORD RULES AND REGULATIONS
Exhibit "D" – Board of Director's Resolution

DATE: _____, 2015.

PARTIES: 1) Ouzounian Corporation ("LANDLORD")
2) _____ ("TENANT")

PLACE AGREEMENT ENTERED INTO: Visalia, CALIFORNIA.

1. DEPOSIT RECEIPT. (a) On this ___ day of _____, 2015, received from TENANT, the sum of _____ (\$ _____), evidenced by check number _____ drawn on _____ Bank, as a deposit which, upon acceptance of this Lease, shall be maintained by LANDLORD as required under Civil Code Section 1950.7.

(b) If accepted by LANDLORD, the Deposit Receipt shall be applied as follows:

	<u>APPLICATION OF DEPOSIT</u>	<u>RECEIVED</u>	<u>BALANCE DUE</u>
(1)	FIRST MONTH'S RENT FOR THE PERIOD FROM: _____ \$ _____	\$ _____	\$ _____-0-
(2)	LAST MONTH'S RENT	\$ _____	\$ _____-0-
(3)	SECURITY DEPOSIT	\$ _____	\$ _____
(4)	OTHER: _____ \$ _____	\$ _____	
	TOTAL	\$ _____	\$ _____-0-

(c) In the event that this Lease is not executed by the LANDLORD within five (5) days from the date delivered to LANDLORD by _____ (BROKER), the total deposit received shall be refunded to TENANT.

2. PREMISES. LANDLORD, for and in consideration of the rent to be paid by TENANT and of the covenants and provisions to be kept and performed by TENANT under this Lease, leases to TENANT and TENANT leases from LANDLORD, the Premises situated in the City of Visalia, County of Tulare, State of California, described as follows: _____, Dinuba, California, consisting of approximately _____ square feet, and used for the purpose of a _____ (See Exhibit "A" the "Premises") upon the following terms and conditions:

3. TERM. (a) The effective date of this Lease shall be the date it has been signed by the last of the parties to sign.

(b) The Rental term shall be for _____ Months beginning on the Commencement Date. The Commencement Date shall be whichever of the following first occurs:

- (1) The date that TENANT enters into actual possession of the premises; or
- (2) _____, 20 ____.

(c) Rent described in Exhibit "B" attached hereto shall become due and payable in advance on the Commencement Date as determined above. If Tenant occupies the premises on a date other than the first day of _____, Tenant shall pay rent in advance beginning on the earlier date of taking possession based on a daily rate calculated by dividing \$ _____ by the actual number of days remaining in that earlier partial month. Thereafter the full Base Rent coming due shall be paid on the first day of each successive month.

(d) The tenant shall have the option to extend this Lease for one (1) period of one (1) year, by giving notice to the Landlord at least three month, but not later than two months prior to the expiration the original term.

4. RENT (a) The total rental payments under this Lease shall be _____ (\$ _____) Dollars as provided in **Exhibit "B"** attached. If Tenant exercises their option to extend, the term for the additional one (1) year, the total rent shall be _____ \$ _____) Dollars for the 12 month extension as indicated in Exhibit "B" attached.

(b) The rent shall be paid in advance on the first day of each month.

(c) Minimum monthly rent for any partial month shall be prorated at the per day rate of the monthly base rate divided by the actual number of days in that particular partial month.

(d) All rent shall be paid to LANDLORD or its authorized agent, OUZOUNIAN PROPERTIES, at 525 West Main Street, Suite B, Visalia, California, 93291 or as such place as may be designated by the LANDLORD from time to time. If Tenant fails to pay rent by the Third day of each month,

IF TENANT FAILS TO PAY MONTHLY RENT WHEN DUE ON THE THIRD OF EACH MONTH, TENANT AGREES TO RENT THE PREMISES ON A DAY BY DAY BASIS, BY DIVIDING THE MONTHLY RENT BY THIRTY (30) DAYS, UNTIL THE MONTHLY RENT IS PAID AS PER THIS LEASE AGREEMENT.

_____ (Tenant Initials)

(e) **Late Charge.** (1) In the event rent is not paid within three (3) days after due date, TENANT agrees to pay a late charge of One Hundred and No/100 Dollars (\$100.00) plus interest at one percent (1%) per month on the delinquent amount.

(2) TENANT further agrees to pay Fifty and No/100 Dollars (\$50.00) for each dishonored bank check.

(3) The late charge period is not a grace period, and the LANDLORD is entitled to make written demand for any rent that is not paid when due.

5. SECURITY DEPOSIT. TENANT shall not be required to pay any security deposit other than the first and last month's rent deposit stated in Paragraph 1 above.

6. CLEANING DEPOSIT. TENANT shall, prior to commencement of this Lease, deposit with LANDLORD a cleaning deposit of One hundred Dollars (\$100.00). Such deposit may be used, in LANDLORD's discretion, to clean and make repairs to the Premises caused by TENANT during the term of this Lease or thereafter. All interest earned on such sum while on deposit with LANDLORD shall be additional rent to LANDLORD hereunder.

7. ACCEPTANCE OF PREMISES. (a) TENANT's taking possession of the Premises on commencement of the term shall constitute TENANT's acknowledgement that the Premises are in good condition and sufficient for the habitability and use of the Premises.

(b) TENANT is taking the Premises "as is." LANDLORD makes no warranties or representations of any kind and expressly disclaims the same, whether express or implied. Except that, Landlord shall _____.

8. USE. The Premises are to be used for the operation of a _____ and for no other purpose, without the prior written consent of LANDLORD, which LANDLORD will not unreasonably withhold.

9. USES PROHIBITED. TENANT shall not use any portion of the Premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the Premises, nor acts done, which will cause cancellation of insurance policies covering said property. Tenant shall not engage in or conduct _____ on the premises. TENANT shall not conduct or permit any sale of any pornography or sale by auction on the Premises.

10. FIRE HAZARD SAFEGUARDS. TENANT shall, at all times, use and occupy the Premises in such manner and shall adopt such safeguards as will minimize fire hazards to the fullest extent possible, consistent with the use of the Premises specified in Section 8 of this Lease.

11. ASSIGNMENT AND SUBLETTING. (a) TENANT shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the LANDLORD, which shall not be unreasonably withheld. Any such assignment or subletting without LANDLORD's consent shall be void and, at the option of the LANDLORD, constitute a termination of this Lease by Tenant.

(b) All rent received by TENANT from its assignee or sublessee in excess of the rent payable by TENANT to LANDLORD under this Lease shall be paid to LANDLORD, and any sums to be paid by an assignee to TENANT in consideration of the assignment of this Lease shall also be paid to LANDLORD.

(c) If TENANT requests LANDLORD to consent to a proposed assignment or subletting to a non-affiliated assignee or sublessee, TENANT shall pay to LANDLORD, whether or not consent is ultimately given, LANDLORD's reasonable costs of investigating of the credit worthiness of the proposed assignee or sublessee, along with reasonable attorney's fees incurred by Landlord in connection with each such request.

(d) The factors constituting reasonable objections to an assignment or subleasing by Tenant to a non-affiliated assignee or sublessee under this Section include, but are not limited to, the following:

- (1) Financial responsibility of the proposed assignee or sublessee;
- (2) Suitability of the proposed use of the leased Premises;
- (3) Legality of the proposed use of the leased Premises;

- (4) Nature of the occupancy; and
- (5) Any other reasonable objections, restrictions or conditions.

(e) The parties hereby acknowledge that the stated restrictions are reasonable at the time that this Lease is executed.

(f) Any change in ownership of TENANT shall constitute an attempted assignment, including, but not limited to, the transfer of shares of stock, partnership interests, LLC membership interests, or sale of substantially all of the assets of TENANT.

(g) LANDLORD shall have 30 days to respond to any TENANT request for consent to sublease or assign Tenant's lease interest.

12. ORDINANCES AND STATUTES. TENANT shall, at its sole cost and expense, whether capital in nature or otherwise, comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by TENANT. The final judgment of any state or federal court abatement proceeding affecting the use of the Premises shall, at the option of the LANDLORD, be deemed an incurable breach by Tenant of the terms of possession hereunder.

13. NOTICE TO LANDLORD. TENANT shall notify LANDLORD of any agency actions, notices, penalties, citations, claims or otherwise, within 5 days of occurrence of the same.

14. REPAIRS, MAINTENANCE, AND ALTERATIONS. Present Condition of Premises: Tenant hereby acknowledges that they/it have/has inspected the leased premises and all improvements on the leased premises, including any and all buildings on and appurtenances to the leased premises, and that the leased premises, improvements, buildings, and appurtenances are, on the date of this lease, in good order, repair, and condition.

15. REPAIRS, AND MAINTENANCE BY TENANT: (a) At all times during the term of this lease and any renewals or extensions of the term of this lease, landlord shall, at its own cost and expense and at no cost and expense to Landlord, maintain the leased premises and all portions of the leased premises in good order and repair, and make all repairs and replacements that may become necessary to the leased premises, including any buildings or improvements on the leased premises. Landlord shall maintain and make all necessary repairs to the HVAC System during the term of this lease or any extension thereof, however, if it becomes necessary to entirely replace said HVAC System, said replacement shall be the sole responsibility of Landlord. Any and all repairs and replacements required by this section, both ordinary and extraordinary and both structural and nonstructural, shall be made promptly by Landlord as required and shall be of first-class quality and workmanship and shall comply with all applicable laws, regulations, and ordinances of any governmental authority with jurisdiction.

(b) Landlord further agrees that it will, at its own cost and expense, and during the full term of this lease, make any and all changes, additions, or modifications to any such building or improvements that may be lawfully required by the building ordinances of the City of Visalia or the County of Tulare and by any laws of the State of California or the United States of America, or by the requirements and regulations of any governmental authority. Any such change, addition, modification, or improvement required under this Section shall be subject to Section 15 of this lease.

16. REPAIRS BY LANDLORD FOR TENANT'S ACCOUNT: If at any time during the term of this lease or any renewals or extensions of the term of this lease, Tenant fails to maintain the leased premises as originally provided, Landlord may, at Landlord's option, enter the leased premises and perform maintenance or make repairs or replacements for the account of Tenant. Any sums expended by Landlord in so doing, together with interest thereon at the highest legal rate from the date expended by Landlord until the date repaid by Tenant, shall be due and payable by Tenant to Landlord with the next due payment of rent under this lease.

17. WAIVER OF DUTY TO KEEP PREMISES TENANTABLE: Tenant hereby waives the provisions of Civil Code Sections 1941 and 1942 and any other statute or law (1) requiring Landlord to put or maintain the leased premises in a condition fit for human occupancy and to repair all subsequent dilapidations of the premises that render them untenable and (2) granting Landlord the right to charge Tenant as rent due under this lease expenditures by Landlord for repairs.

18. ALTERATIONS AND IMPROVEMENTS: (a) Tenant shall make no alterations, improvements, or additions to the leased premises, or enter into any contract for the making of any alterations or improvements to the leased premises, without the prior written consent of Landlord. To obtain that consent, Landlord may require Tenant's written agreement to remove any requested alterations, additions, or improvements on expiration or earlier termination of this lease and to repair any damage to the leased premises caused by their removal, at Tenant's sole cost and expense. To the extent Landlord does not require any such removal agreement, all alterations, additions, and improvements made to the leased premises shall, on expiration or earlier termination of this lease, become the property of Landlord and remain on the leased premises; provided, however, that Landlord hereby consents to the making of any nonstructural alterations to the leased premises that Tenant may desire so long as Tenant complies with subsection (b) of this section in making those alterations and also complies with all applicable laws, ordinances, and regulations of any governmental authority with jurisdiction over the leased premises.

(b) At least 10 days before any work commences or any materials are delivered for any alterations, additions, improvements, or repairs Tenant is making to the leased premises, Tenant shall give notice to Landlord when work is to commence or the materials are to be delivered. Landlord shall then have the right to post and maintain on the leased premises any notices that are required to protect Landlord and Landlord's interest in the leased premises from any liens for work and labor performed or materials furnished in making the alterations, additions, improvements, or repairs; provided, however, that it shall be the duty of Tenant, and nothing contained in this section shall excuse performance of that duty, to keep the leased premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the leased premises at the instance or request of Tenant.

(c) Surrender of Premises: On expiration of the term of this lease or any renewal or extension of the term of this lease, or the earlier termination of this lease, Tenant shall surrender the leased premises, all building or improvements on the leased premises, and all things appurtenant to the leased premises, to Landlord in good repair and in good, safe, and clean condition, reasonable wear and tear excepted.

19. WASTE. TENANT shall not commit any waste or suffer any waste to be committed to the leased Premises. At all times during the Lease term, TENANT shall keep and maintain said Premises in good, clean and sanitary condition. TENANT shall not cause, suffer or permit any nuisance to exist on said Premises at any time during said term. Upon the expiration or earlier termination of the term of this Lease, TENANT shall be obligated to return the Premises in the condition existing at the commencement of the term, normal wear and tear excepted.

20. MECHANICS' LIENS. (a) TENANT shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Lease. TENANT shall keep the Premises free and clear of all mechanics' liens resulting from construction done by or for TENANT. TENANT shall reimburse LANDLORD for any cost and/or expense, including reasonable attorney's fees, incurred to keep the Premises free of mechanics' liens.

(b) TENANT shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by LANDLORD, TENANT procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half times the amount of the claim of the lien. The bond shall meet the requirements of Civil Code §3143 and shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

21. ENTRY AND INSPECTION. TENANT shall permit LANDLORD or LANDLORD's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit LANDLORD sixty (60) days prior to the expiration of this Lease, to place upon the Premises any usual "To Let", "For Sale", or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

22. INDEMNIFICATION OF LANDLORD, HOLD HARMLESS, DEFEND AND PROTECT. TENANT, during the term of this Lease shall indemnify, save harmless, defend and protect LANDLORD and LANDLORD's successors, agents, assigns, owners and representatives from and against any and all claims, demands, liabilities, damages and costs, including legal fees whether for injuries to persons or for the loss of life, or for damage to property occurring within or upon the demised Premises proximately caused by the acts, errors, and omissions of Tenant's clients, patrons, representatives, employees, agents, and/or independent contractors.

23. POSSESSION. If LANDLORD is unable to deliver possession of the Premises upon execution of this Lease, LANDLORD shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but TENANT shall not be liable for any rent until possession is delivered.

24. TENANT'S INSURANCE. (a) TENANT shall, at its expense, maintain in full force and effect, during the term of this Lease, the following types of insurance:

- (1) **General Liability and Property Damage Insurance.** General liability and property damage insurance insuring against all liability of TENANT and its servants, agents, employees, and invitees proximately caused by the acts, errors, and omissions of Tenant's clients, patrons, representatives, employees, agents, and/or independent contractors, arising out of or incurred in connection with TENANT's use or occupancy of the Premises, in the amount of One Million and No/100 Dollars (\$1,000,000.00) per person/occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate.
- (2) **Fire Insurance for Tenant's Personal Property:** Fire and extended coverage insurance on Tenant's personal property, fixtures, goods, wares, and merchandise, in or on the leased premises, with coverage in an amount of not less than \$_____.
- (3) **Plate Glass Insurance:** Plate glass insurance on all of the windows on the leased premises adequate to cover any repair and replacement requirements. Should Tenant fail to obtain and/or maintain the required plate glass insurance referenced herein, Tenant shall promptly replace any plate glass broken or damaged during the term of this lease, or any extension thereof, at Tenant's sole cost and expense.
- (4) **Fire/Property Insurance.** Fire/Property insurance, and standard extended coverage perils for the full replacement value of the building(s) occupied by Tenant hereunder.

(b) Waiver of Subrogation in Tenant's Personal Property. LANDLORD and TENANT each hereby waive the right of recovery against the other and the authorized representatives of the other for any loss or damage covered by the Tenant's Personal Property Insurance policy, referenced in Paragraph 24(a)(2) above. Both parties shall obtain from the insurer under such policies a waiver of all right to recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policies.

(c) LANDLORD to be Named as an Additional Loss Payee. LANDLORD shall be named as an additional loss payee in the property insurance policy(ies) referenced in Paragraph 24(a)(1),(2), (3), and (4) above, and Tenant shall provide an endorsement showing LANDLORD as an additional participant under TENANT'S insurance policies required hereunder.

(d) Placement with Insurance Companies. All insurance shall be placed with insurance companies licensed to do business in the State of California and approved by LANDLORD.

(e) Certificate of Insurance. TENANT shall furnish LANDLORD with a certificate or certificates, issued by the insurance carrier(s) evidencing such insurance. Each policy shall provide that it shall not be cancelled or materially changed unless at least 30 days' prior written notice of cancellation or change shall have been mailed by the insurance company to LANDLORD at the address designated in this Lease. All policies of insurance shall be subject to inspection by LANDLORD at any reasonable time.

(f) Protection Against Cancellation: Each party must give proof to the other, in accordance with the preceding section of this lease, that each of the policies provided for in this section expressly provides that the policy shall not be cancelled or altered without 30 days prior written notice to the other party.

(g) Failure to Procure. In the event TENANT at any time fails to procure such insurance or to maintain it in effect, LANDLORD shall have the right, but shall not be obligated, to place such insurance with a carrier of its choice and to pay the premium therefor. The cost thereof, together with interest thereon at the greater of (1) 10% per annum; or (2) 5% over the San Francisco Federal Reserve Bank's rate for advances made to member banks under Sections 13 and 13a of the Federal Reserve Act prevailing on the 25th day of the month prior to the earlier of the date of the loan contract or the date the loan was made (computed from date of LANDLORD's payment to date of TENANT's reimbursement), shall be reimbursed to LANDLORD by TENANT as additional rent hereunder on the first day of the month next following the date of payment of such cost by LANDLORD. **In the event interest charged hereunder exceeds the maximum allowable interest rate, the interest will automatically be reduced to the maximum rate permissible under the law.**

(h) Damage or Destruction of Premises. In the event of any damage to or destruction of any part of or all of the Premises, the insurance proceeds shall be payable to LANDLORD.

(i) LANDLORD may, at its option, make such proceeds available to TENANT, who will cause that part of improvements so damaged or destroyed to be repaired or rebuilt in accordance with the original plans and specifications or such other plans and specifications as LANDLORD and TENANT may then agree upon in writing.

(j) If the amount of insurance proceeds is inadequate LANDLORD may, at LANDLORD's option, provide the additional funds necessary.

(k) If LANDLORD does not elect to do so, this Lease shall forthwith terminate. However, if TENANT has commenced repairs and/or rebuilding and has either expended a part of the insurance funds or contracted for such repairs or reconstruction, such action shall constitute an election by TENANT to complete the repairs and/or reconstruction at TENANT's expense and TENANT cannot then unilaterally elect to terminate the Lease.

(l) Upon any such termination, any insurance proceeds shall be applied first to the removing of any and all damaged or destroyed improvements from Premises and the balance shall be apportioned between LANDLORD and TENANT on the basis of their respective interests in the insured improvements, with reference to the Lease term.

(m) Waiver of California Civil Code Sections. TENANT understands and waives the provisions of Civil Code Section 1932(2) and 1933(4) with respect to destruction of Premises.

25. UTILITIES. Landlord agrees that it shall be responsible for the payment of utilities, gas, electricity, internet (provided at the Comcast commercial minimum data transmission speed to the Premises as the same shall become due. Landlord shall also be responsible for the payment of water, sewer and refuse. Tenant shall be pay for all telephone installation, and usage cost at the Tenant sole cost and expense as well as any internet service required for the sole use the Tenant instead of the internet provided by Landlord at the Tenant's sole cost and expense.

26. TAXES. (a) Landlord at it's sole cost and expense, shall pay all taxes levied or assessed upon all personal property and trade fixtures and equipment owned or installed by Landlord and located in or upon the leased Premises. Tenant shall pay all taxes levied or assessed upon any personal property, and/or trade fixtures provided by the Tenant as part of the Tenant's property used in the Premises.

(b) TENANT shall pay of any personal property taxes when due on the personal property and property taxes due on the and trade fixtures supplied to Tenant by Landlord under the terms of this lease, if any, and TENANT shall pay LANDLORD the portion of the property taxes attributable to Tenant within 15 days of notification that the property tax is due.

(c) Tenant's obligation to pay all personal property taxes and general and special assessments on said persona property shall also include the obligation to pay any increases in personal property taxes and general and special assessments thereon, whether the increase results from an increase in the personal property tax rate and/or increase in the valuation of the personal property.

27. **SIGNS.** TENANT, at its cost, shall have the right to place, construct, and maintain interior signs in the building foyer and other improvements that are part of the Premises. TENANT shall not construct any projecting sign or awning on the exterior of the building. Neither LANDLORD nor TENANT shall place or construct any sign on the roof of the building. TENANT shall not hang banners from the building including the roof.

28. **ABANDONMENT OF PREMISES.** TENANT shall not vacate or abandon the Premises at any time during the term hereof, and if TENANT shall abandon or vacate the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT left upon the Premises shall be deemed to be abandoned, at the option of LANDLORD.

29. **CONDEMNATION.** (a) **Partial Condemnation.** If any part of the Premises shall be taken or condemned for public use, thereafter TENANT shall be required to pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided, however, that LANDLORD may at his option, terminate this Lease as of the date the condemnor acquires title or possession, whichever occurs first.

(b) **Total Condemnation.** In the event that the demised Premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Lease shall terminate upon the date upon which the condemnor acquires title or possession, whichever occurs first.

(c) **Condemnation Payment.** All sums which may be payable on account of any condemnation shall belong to the LANDLORD, and TENANT shall not be entitled to any part thereof; provided, however, that TENANT shall be entitled to retain any amount awarded to him or it for his or its trade fixtures and moving expenses.

30. **TRADE FIXTURES.** Any and all improvements made to the Premises during the term hereof shall belong to the LANDLORD upon expiration of this lease, or an earlier termination of this Lease, except trade fixtures of the TENANT. **Trade Fixtures are defined as follows for the purposes of this Lease:**

Personal property used by Tenant in his/its business to enable Tenant to store, handle, prepare, and display Tenant's goods, which are removable without material injury to the premises. The following are specifically excluded from the definition of Trade Fixtures: plumbing fixtures, water distribution systems, waste disposal systems, water heaters, boilers, air conditioners and heaters, lighting fixtures, electrical boxes, lines and distribution systems, and items attached to the premises by cement, plaster, nails, bolts, or screws.

TENANT may, upon termination hereof, remove all his/its trade fixtures, but shall repair or pay for all repairs necessary to repair damages to the Premises occasioned by such removal. Tenant shall provide Landlord a list of all trade fixtures that they/it intend to install on the premises, and shall obtain LANDLORD'S permission for the installation prior to the installation of any Trade Fixture. Tenant shall augment that list each time there is an addition or change in the trade fixtures placed on the premises. Unless otherwise agreed by the parties in writing, Tenant may only remove those trade fixtures on that current list at the time of termination under this paragraph, **and only if their removal will not cause material damage to the premises.**

31. **HAZARDOUS MATERIALS.** (a) TENANT shall not use, store, or dispose of any Hazardous Materials upon the Premises, except for the use and storage of such substances if they are customarily used in TENANT's business, and such use and storage complies with all environmental laws.

(b) "Hazardous Materials" includes, but is not limited to, any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property, including without limitation any material or substance which is petroleum based, or composed of asbestos or contains asbestos materials.

(c) TENANT shall indemnify, defend, protect and hold harmless LANDLORD and its officers, directors, shareholders, employees, agents, and representatives against all liability, demands, claims, judgements, costs, losses, damages, recoveries, settlements, and expenses, including, without limitation, claims based in tort or for personal injury (including interest, penalties, attorney's fees, accounting fees, consultant's fees, expert witness fees, costs, and expenses) incurred by LANDLORD, known or unknown, contingent or otherwise, directly or indirectly arising from or related to the acts and omissions of TENANT and its officers, directors, shareholders, employees, agents, representatives, contractors, subcontractors, subtenants, licensees, clients, patrons, customers and invitees with respect to:

(1) The generation, manufacture, use, operations involving, transport, treatment, storage, handling, production, processing, disposal, release, or threatened release of any Hazardous Materials, as defined above that are in, on, or emitted from, or affecting the Premises, including, without limitation, the soil, soil vapor, water, vegetation, buildings, and improvements on or under the Premises;

(2) Any personal injury (including wrongful death) or property damage (real or personal) arising from or related to such Hazardous Materials;

(3) Any lawsuit brought or threatened, settlement reached, or governmental order relating to such Hazardous Materials; and

(4) Any violations of laws, orders, regulations, requirements, or demands of government authorities, or any reasonable policies or requirements of LANDLORD, that are based on or in any way related to such Hazardous Materials, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

(d) This indemnification shall survive the termination of this Lease.

32. DEFAULT. The following acts or failures, as hereinafter provided, shall be deemed to be an event of default by TENANT under the terms of this Lease and a breach of the same:

(a) The failure by TENANT to pay the rent or additional rental when due.

(b) The failure by TENANT to perform any of the terms, covenants or conditions of this Lease.

(c) Abandonment and vacation of the Premises (failure to occupy and operate the Premises for 10 consecutive days shall be deemed an abandonment and vacation).

(d) Any one of the following occurs:

(1) Appointment of a receiver to take possession of all or substantially all of the assets of the TENANT;

(2) A general assignment by TENANT for the benefit of creditors; or

(3) Any action taken or suffered by TENANT under any insolvency or bankruptcy act.

33. REMEDIES OF LANDLORD ON DEFAULT. In the event of any breach of this Lease by TENANT, LANDLORD may, at LANDLORD's option, also exercise the following remedies:

(a) Termination:

(1) Terminate the Lease and recover from TENANT:

(A) Damages for all rent past due and owed by TENANT at the time of termination;

(B) Damages for all rent that would have come due up to the time of the award, less any amount Tenant proves LANDLORD could have reasonably avoided;

(C) Damages for all future rent coming due under the terms hereof after the time of the award, less any amount TENANT proves LANDLORD could have reasonably avoided.

(D) Interest at the maximum legal rate on any damage amounts due or that come due; and

(E) Any other amount necessary to compensate LANDLORD for all detriment proximately caused by TENANT's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including court costs and reasonable attorney's fees.

(2) After termination of this lease under the terms hereof, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises leased, but shall immediately quit and surrender the Premises to LANDLORD.

(b) Continuation of Lease:

(1) LANDLORD at its sole option, may continue this Lease in full force and effect. If LANDLORD elects to keep this Lease in effect, the Lease shall continue in effect as long as LANDLORD does not terminate TENANT's right to possession.

(2) If LANDLORD does elect to continue this Lease in effect, during continuation of the Lease, LANDLORD shall have the right to collect rent when due.

(3) If LANDLORD does elect to continue this Lease in effect, and TENANT vacates all or any portion of the Premises, during the period TENANT is in default, LANDLORD can enter the Premises vacated by TENANT and

relet them, or any part of them, to third parties for TENANT's account. TENANT shall be liable immediately to LANDLORD for all costs LANDLORD incurs in reletting the Premises, including, without limitation the following:

- (A) Brokers' commissions;
- (B) Expenses of remodeling the Premises required by the reletting; and
- (C) Any other like costs.

(4) Reletting can be for a period shorter or longer than the remaining term of this Lease.

(5) TENANT shall pay to LANDLORD the rent due under this Lease on the dates the rent is due, less the rent LANDLORD receives from any reletting.

(6) No act by LANDLORD allowed by this Subsection shall terminate this Lease unless LANDLORD notifies TENANT in writing that LANDLORD elects to terminate this Lease.

(7) After TENANT's default and for as long as LANDLORD does not terminate TENANT's right to possession of the Premises, if TENANT obtains LANDLORD's consent TENANT shall have the right to assign or sublet its interest in this Lease, but TENANT shall not be released from liability.

(8) If LANDLORD elects to relet the Premises as provided in this Subsection, rent that LANDLORD receives from reletting shall be applied to the payment of:

- (A) First, any indebtedness from TENANT to LANDLORD other than rent due from TENANT;
- (B) Second, all costs, including maintenance, incurred by LANDLORD in reletting;
- (C) Third, rent due and unpaid under this Lease. After deducting the payments referred to in this Subsection, any sum remaining from the rent LANDLORD receives from reletting shall be held by LANDLORD and applied to payment of future rent as rent becomes due under this Lease. In no event shall TENANT be entitled to any excess rent received by LANDLORD. If, on the date rent is due under this Lease, the rent received from the reletting is less than the rent due on that date, TENANT shall pay to LANDLORD, in addition to the remaining rent due, all costs, including maintenance, LANDLORD incurred in reletting that remain after applying the rent received from the reletting, as provided in this Subsection.
- (D) Interest at the maximum legal rate on any amounts due or that come due.

(c) Retention of Deposit. LANDLORD, in addition to the other rights and remedies LANDLORD has by virtue of any other provision contained herein or elsewhere in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, cleaning deposit, or other moneys received by LANDLORD from TENANT or others on behalf of TENANT.

(d) No Limitation of Remedies. Nothing contained herein shall be deemed to limit any other rights or remedies which LANDLORD may have either by law, equity or this Lease whether at the time of the execution of this Lease or thereafter.

34. ATTORNEY'S FEES AND COSTS. In any action or proceeding involving a dispute between LANDLORD and TENANT arising out of this Lease, or to enforce the terms and conditions of this Lease, or to recover possession of the Premises from TENANT, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, expert fees, appraisal fees and all other costs incurred in connection with such action or proceeding, to be determined by the court.

35. WAIVER. (a) No delay or omission in the exercise of any right or remedy of LANDLORD on any default by TENANT shall impair such a right or remedy or be construed as a waiver.

(b) The receipt and acceptance by LANDLORD of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

(c) No act or conduct of LANDLORD, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by TENANT before the expiration of the term. Only a notice from LANDLORD to TENANT shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

(d) LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent act by TENANT.

(e) Any waiver by LANDLORD of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

36. VOLUNTARY AND INFORMED EXECUTION OF AGREEMENT. (a) Each party has been represented by counsel in the negotiation and execution of this Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto.

(b) The parties acknowledge that they have read and understood this Agreement and its legal effect.

(c) Each party acknowledges that it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement.

(d) Each party further acknowledges that it is not relying on and it is not for the purposes of the negotiation, execution, and delivery of this Agreement, a client of the legal counsel employed by any of the other parties to this Agreement.

37. NOTICES. Any notice which either party may or is required to give, shall be given by certified mail, return receipt requested, postage prepaid, to TENANT at the address shown below, or at such other places as may be designated by the parties from time to time.

LANDLORD
Ouzounian Corporation
525 West Main Street Suite B
Visalia, California, 93291

TENANT

38. HOLDING OVER. Any holding over after the expiration of this Lease, with the consent of LANDLORD, shall be construed as a month-to-month tenancy at a rental of 110% of the prior monthly rent in effect at the expiration of the Lease, otherwise in accordance with the terms hereof, as applicable.

39. TIME IS OF THE ESSENCE. Time is of the essence of this Lease.

40. BINDING UPON SUCCESSORS AND ASSIGNS. This Lease is binding upon and inures to the benefit of the directors, owners, officers, shareholders, representatives, employees, agents, heirs, assigns and successors in interest to the parties.

41. FORCE MAJEURE. In the event that either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of utilities, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing, then performance of such act shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to such delay.

42. ESTOPPEL CERTIFICATE. (a) At the request of LANDLORD, TENANT shall at any time upon not less than 10 days' prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing:

(1) Certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and

(2) Acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD hereunder, or specifying such defaults if any are claimed.

(b) Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the Premises.

(c) At LANDLORD's option, TENANT's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon TENANT that:

(1) This Lease is in full force and effect, without modification, except as may be represented by LANDLORD;

(2) There are no uncured defaults in LANDLORD's performance; and

(3) Not more than one month's rent has been paid in advance;

or such failure may be considered by LANDLORD as a default by TENANT under this Lease.

(d) If LANDLORD desires to finance, refinance, or sell the Premises, or any part thereof, TENANT hereby agrees to deliver to any lender or buyer designated by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or buyer.

43. SUBORDINATION OF LEASE. This Lease, at LANDLORD'S option, shall be subordinated to any ground lease, mortgage, deed of trust, or any other hypothecation or security placed upon the Property or any part of the property, to any and all advances made on the security, and to all renewals, modifications, consolidations, 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 observes and performs all of the provisions of this Lease.

(b) In the event any foreclosure proceedings are brought on any mortgage, deed of trust or other instrument of security to which this Lease is subordinate, TENANT agrees that the holder of such instrument of security, or transferee under a trustee or foreclosure sale, shall have the option of continuing this Lease upon the same terms, covenants and conditions herein contained.

44. GUARANTY. If TENANT is a corporation or LLC, this Agreement shall be guaranteed by a Guaranty Agreement.

45. EXECUTING OFFICER. TENANT warrants that _____, _____ of TENANT, is authorized to execute this Lease on behalf of TENANT, and upon his signature TENANT shall be bound by the terms hereof.

46. GOVERNING LAW. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

47. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between LANDLORD and TENANT with respect to the leasing of the Premises by TENANT, and supersedes all prior or contemporaneous agreements, understandings, proposals and other representations by or between LANDLORD and TENANT. The following Exhibits have been made a part of this:

- (a) **Exhibit "A"**, Description of premises;
- (b) **Exhibit "B"**, Schedule of Base Rent;
- Exhibit "C"**, Landlord Rules and Regulations
- Exhibit "D"**, Board Resolution (if applicable)

48. MODIFICATION. This Lease shall not be altered, amended or modified, except by a written agreement signed by LANDLORD and TENANT.

49. JOINT PREPARATION. This Lease is to be deemed to have been jointly prepared by each of the parties, and any uncertainty or ambiguity existing in this Lease shall not be interpreted against any of the parties, but according to the application of the rules of interpretation of contracts, if any such uncertainty or ambiguity exists.

50. PARTIAL INVALIDITY. The determination that any provision hereof is void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. Further, the unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease or the same provisions under other circumstances.

51. CAPTIONS. The captions to each Article of this Lease are inserted as a matter of convenience for the purposes of identification and reference, and as such shall not be deemed to limit or define the scope or intent of any Article or of the Lease in general.

52. VENUE AND JURISDICTION. (a) This Agreement is made and entered into in Visalia, California.

(b) TENANT consents to the personal jurisdiction of, and agrees that any suit, action or proceeding to be brought against or by LANDLORD arising from this Agreement, shall be brought only in the state courts located in Tulare County, California or in the United States District Court for the Eastern District of California.

(c) TENANT hereby waives any right he may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

(d) TENANT authorizes and accepts service of process sufficient for personal jurisdiction in any action or arbitration against him as contemplated by this Section by registered or certified mail, return receipt requested, postage prepaid, to his address for the giving of notices as set forth in this Agreement.

53. GENDER AND NUMBER. As used in this Lease, the masculine, feminine, or neuter gender, and the singular or plural number shall include the others whenever the context indicates.

54. SUCCESSOR LIABILITY AND RIGHTS. (a) In the event that LANDLORD or any successor owner of the Premises conveys the Premises, all liabilities and rights of the LANDLORD or the successor owner under this Lease accruing after the sale or conveyance terminates shall be binding upon and inure to the benefit of the new owner(s); provided, however, that any funds in the hands of LANDLORD or Grantor at the time of such transfer shall be delivered to Grantee.

(b) LANDLORD's obligations hereunder shall be binding upon LANDLORD's successors and assigns only during their respective periods of ownership.

(c) Immediately upon any such transfer, the previous LANDLORD shall be released from all liability under or arising from this Lease Agreement.

55. SIGNATURES. LANDLORD and TENANT have executed this Lease as of the day and year written below.

TENANT:

Date: _____, 2015

By: _____

Title:

Address:

Phone Number:

LANDLORD:

Date: _____, 2015 Ouzounian Corporation

By: _____, President

Address: 525 West Main Street Suite B
Visalia, California 93291

EXHIBIT "A": DESCRIPTION OF PREMISES

Exhibit "B": SCHEDULE OF BASE RENT

	<u>Monthly Rent</u>	Total Rental
Month 1- 12	<u>\$.00</u>	<u>\$</u>
<u>Option to extend</u>		
Month 13- 24	<u>\$.00</u>	<u>\$</u>

Exhibit "D"

BOARD RESOLUTION
APPROVING AGREEMENT

RESOLVED, that the COMMERCIAL LEASE AND DEPOSIT RECEIPT Agreement between Young, Young and Low (LANDLORD), and _____ (TENANT) [presented to the Board of Directors] is hereby approved, and the officers of this corporation are, and each individually is, authorized and instructed, for and in the name of this corporation, to execute and deliver such Agreement in substantially the form [that was presented to the Board of Directors] [as contained in Exhibit "A"], with such changes thereto as the person executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

RESOLVED, that the officers of this corporation are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this corporation.

Date: _____

By: _____
President

Date: _____

Secretary

By: _____

EXHIBIT "C": LANDLORD RULES AND REGULATIONS

1. Tenant shall not suffer or permit the obstruction of any Common Areas, including parking lot driveways, walkways, foyer and stairways.
2. Landlord reserves the right to refuse access to any persons whom Landlord, in good faith, judges to be a threat to the safety, reputation, or buildings on the property or the occupants thereof.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the Building in which the premises are located.
4. Tenant shall not keep or feed animals or birds within the Building or on or about the Premises, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Tenant shall not allow the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
7. Tenant shall not deface the walls, partitions or other surfaces of the Premises of the Building in which the Premises are located.
8. Tenant shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Building.
9. Furniture, significant freight and equipment shall be moved into or out of the Building only with 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 LANDLORD's property arising from any such activity.
10. Tenant shall not dispose of cleaning solutions or waste water in the parking lot.
11. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
12. No window coverings, shades or awnings shall be installed or used by Tenant, nor shall Tenant place anything near the glass of any window, door, partition or wall which the Landlord determines appears unsightly.
13. Tenant and Tenant's employees or invitees shall not be allowed upon the roof of the Building at any time.
14. Tenant shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.
15. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord.
16. Tenant shall not install, maintain or operate any vending machines upon the Premises without owner's written consent. Landlord shall be allowed to operate vending machines upon the common areas of the building
17. The Premises shall not be used for lodging or manufacturing, cooking or food preparation. (Approved food establishments excluded.)
18. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
19. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such tenant.
20. Tenant assumes all risks from theft or vandalism on its Premises, and agrees to keep its Premises locked as may be required.
21. 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 LANDLORD's property and the occupants thereof. Tenant agrees to abide by these and such other rules and regulations.
22. Tenant shall transport all refuse generated from Tenant's operations to the designated garbage areas. Under no circumstances shall any garbage or refuse be stored outside Tenant's premises at any time. Tenant and Tenant's employees shall close all doors to the refuse area.