

Lease

This Lease Agreement dated this ____ day of _____, year _____, by and between Charles L. Cook (hereinafter referred to as Landlord or Lessor), and _____ (hereinafter referred to as Tenant or Lessee).

Landlord hereby Leases to Tenant and Tenant hereby rents from the Landlord the space consisting of approximately _____square feet and being part of a building located at 95 Hanna Parkway, Unit “__,” Coventry Township, Summit County, Ohio (hereinafter referred to as Premises) for the rents and upon all the terms, conditions, and covenants hereinafter provided.

1. **TERM.**

The primary term of this Lease shall be for a period of _____(____) years, unless sooner terminated under the terms and conditions of this Lease.

Upon expiration of the primary term of this Lease, Lessee shall have the option to renew this Lease for a secondary term of _____ (____) years duration at a rental to be agreed upon at the expiration of the primary term. IN order to exercise this option, Lessee must give Lessor notice in writing at least sixty (60) days prior to the expiration of the preceding term. Any secondary term shall be subject to all the terms and conditions of this Lease. In the event the Lessee notified the Lessor of his desire to exercise this option, the parties shall immediately negotiate the new rental price.

2. **COMMENCEMENT DATE.**

This agreement shall commence on the ____ day of _____, year _____. On that date, Lessee may enter and take possession of the Premises.

3. **RENT.**

The Lessee shall forward pay to the Lessor as rent the following sums:

\$ _____ Rent, Monthly

These payments will be made in equal monthly installments payable in advance on the first day of each month.

RENT – CONTINUED.

Rent and any other sums required by this Lease are to be paid by the Lessee to the Lessor, shall be paid by check, payable to Charles L. Cook, unless otherwise notified by Lessor, and shall be mailed to P.O. Box 5186, Akron, Ohio 44334 until Lessee is further notified in writing by Lessor.

4. **SECURITY DEPOSIT.**

Lessee agrees to deposit the sum of One months rent (\$ _____), which shall be held by the Landlord as security for Lessee's performance of its covenants and obligations under this Lease. Landlord may without prejudice to any other remedy provided herein or by law use such funds to the extent necessary to make good any such defaults or any damage, expense, or liability caused by such defaults.

5. **USE.**

The Premises are to be used by the Lessee for offices, a warehouse, showroom, and directly related business activities. Lessee shall use the Premises for no other purpose than stated above without written consent of the Landlord, which consent shall not be unreasonably withheld. Lessor covenants that said Premises are zoned for such permitted use, and the Premises will conform to such requirements as required to permit Lessee shall comply with all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises and its use.

6. **ASSIGNMENT AND SUBLETTING.**

Tenant agrees not to assign this Lease or to sublet the whole or any part of the Premises, or to permit any other party to occupy same or any part thereof without the prior written consent of the Landlord. Any assignment or subletting, even with the Landlord's consent, shall not relieve the Tenant from liability for payment of rent or from any terms, conditions, or covenants under this lease.

7. **MAINTENANCE, REPAIRS, AND ALTERATIONS.**

Lessee acknowledges that the Premises are in good order and repair upon possession. Lessee shall, at his own and at all times, maintain the premises in reasonable condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required excepting the exterior, structural, and roof. Lessor shall also maintain in good condition portions adjacent to the Premises such as sidewalks, driveways, lawns, shrubbery, and parking lot, and maintain ingress and egress to Premises as is reasonable to enable Lessor to conduct its business. All repairs or remodeling done to the unit shall be submitted to and approved in writing by Lessor. All costs in conjunction with repairs or remodeling shall be borne by the Lessee.

8. **ENTRY AND INSPECTION.**

Lessee shall permit Lessor or his agents to enter upon the Premises at reasonable times and upon twenty-four (24) hours notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any usual "For Lease" signs and permit persons desiring to Lease same to inspect the premises thereafter during such times as will not interfere with Lessee's business or occupancy.

9. **INDEMNIFICATION.**

Lessor and Lessee agree to hold the other harmless from any claims for damages, due solely to the negligence of the other party or its agents.

10. **INSURANCE.**

Lessee, at its expense, shall maintain public liability insurance and property damage insurance insuring Lessee and Lessor, as their interest may apply, with minimum coverage of at least \$500,000.00/\$1,000,000.00 for public liability.

11. **REAL ESTATE TAXES.**

Lessee shall pay its proportionate share of the real estate taxes for the property. The proportionate share shall be determined by dividing the square footage of Lessee's Premises by the total square footage of the building. Lessee shall, upon presentation of such charges by Lessor, promptly pay to Lessor the total amount of the charges.

12. **UTILITIES.**

Lessee agrees that it shall be responsible for the payment of all utilities including gas, electricity, and other services delivered to the Premises. In the event that separate meters are not available, then the Lessor will present itemized bills related to Leased Premises only.

13. **SIGNS.**

Lessee shall have the right to place a business sign upon the Premises indicating the name of the business operating therein. All signs must be approved by the Landlord, and must conform to local zoning ordinances. Lessor agrees to cooperate with Lessee in obtaining any required permits. However, Lessee shall be responsible for any necessary fees or licenses required.

14. **ABANDONMENT OF PREMISES.**

Lessee shall not vacate or abandon the Premises at any time during the term thereof, and if Lessee shall abandon or vacate the Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee left upon the Premises shall be deemed to be abandoned at the option of the Lessor. Closing for repairs, alterations, holidays, or inventory, or acts beyond the control of the Lessee is not considered abandonment.

15. **TRADE FIXTURES.**

Any and all permanent improvements made to the Premises during the term hereof shall belong to the Lessor excepting trade fixtures of the Lessee. Lessee may upon termination hereof, remove his trade fixtures but shall repair or pay for all repairs necessary for damages to the Premises occasioned by such removal.

In the event of any dispute between Lessor and Lessee with respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

16. **INSOLVENCY.**

In the event that a receiver shall be appointed to take over the business of the Lessee, or on the event that the Lessee shall make a general assignment for the benefit of creditors, or Lessee shall take or suffer any action under any insolvency or bankruptcy act, and same is not discharged or cured within ninety (90) days, such event shall constitute breach of the Lease by Lessee, and Lessor may terminate this Lease.

17. **REMEDIES OF LESSOR ON DEFAULT.**

In the event of any breach of this Lease by Lessee, the Lessor, besides other rights and remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of the Lessee. Should the Lessor elect to re-enter, or should he take possession pursuant to legal proceedings or any notice provided by law, he may either terminate this Lease or may from time to time, without terminating this Lease, rent said Premises, or any part thereof, for such term or terms and at such rental or rentals, and upon such other terms and conditions as Lessor, in his sole discretion, may deem advisable with the right to alter or repair the Premises upon such relating.

REMEDIES OF LESSOR ON DEFAULT – CONTINUED.

No such re-entry or taking possession by Lessor shall be construed as an election to terminate this Lease unless written notice of such intention is given, unless termination is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease on account of such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy, he may recover from Lessee all damages be incurred by reason of such breach, including the cost of recovering the Premises and including the worth at the time of such termination or costs at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss for the balance of the term which the Lessee proves could be reasonably avoided.

In case suit is brought for the recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

18. WAIVER.

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

19. NOTICES.

Any notice which either party may or is required to give, shall be given by mailing to the same, postage prepaid, proof of mailing, to Lessor at P.O. Box 5186, Akron, Ohio 44334, or to Lessee at _____, or at such places as may be designated by the parties from time to time.

20. HOLDING OVER.

Any holding over after the expiration of this Lease, with the consent of the Lessor, shall be construed as a month-to-month tenancy at a rental of current rate per month, otherwise in accordance with the terms hereof as applicable.

21. HEIRS, ASSIGNS, SUCCESSORS.

This Lease is binding upon and insures to the benefit of heirs, assigns, and successors in interest to the parties.

22. **PERSONAL GUARANTEE**

I/We do hereby jointly and severally unconditionally and personally guarantee and obligate ourselves to pay all debts of the Tenant/Lessee as outlined herein.

NAME

NAME

HOME ADDRESS

HOME ADDRESS

HOME TELEPHONE #

HOME TELEPHONE #

SOCIAL SECURITY #

SOCIAL SECURITY #

23. **ENTIRE AGREEMENT.**

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto set their hands to this Lease, on the day and year first written above.

Witness as to Landlord:

LANDLORD

DATE

Witness as to Tenant:

TENANT

DATE