

## LEASE OF 36XX SOUTH CLARK

This Lease, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**SOUTH PLAZA PROPERTIES, L.L.C., “LESSOR” and**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**, “LESSEE”**

### **PREMISES**

Lessor, in consideration of the rents, covenants and agreements herein contained, leases to Lessee premises located within South Plaza at South Clark Street, Mexico, Missouri, containing approximately XXXX square feet, and designated 36XX South Clark Street.

This lease also includes the non-exclusive right of Lessee and its agents, servants, licensees, invitees, members and guests to use and enjoy the “common areas” of the plaza, including the entrances, parking areas and sidewalks.

### **TERM**

The term of this lease shall be for a period of X(XXXX) years beginning \_\_\_\_\_, 20\_\_\_\_\_ and terminating \_\_\_\_\_, 20\_\_\_\_\_.

### **RENT**

Lessee shall pay monthly rent, payable in advance on the first day of each and every month during the term of this lease, pursuant to the following schedule:

Year One: According to terms  
Year Two: According to terms  
Year Three: According to terms  
Year Four: According to terms  
Year Five: According to terms

### **ANNUAL PAYMENT**

On or before December 15 of each year, Lessee shall pay to Lessor an amount equal to Lessee’s portion of the cost of maintaining the South Plaza common areas, real estate taxes, insurance, water/sewer service and trash service. Lessor shall notify Lessee in writing on or before November 1 of each year of the amount of payment due.

## **PARKING**

Lessee is entitled to the exclusive use of three designated parking spaces behind the building. Only properly insured vehicles may be parked there and no vehicle may be stored on the lot.

## **SECURITY DEPOSIT**

Lessee shall deliver to Lessor at the time of signing of this lease a security deposit in the amount of \$XXXX, to be held by Lessor during the term of the lease. No interest shall be paid on said deposit. Lessor will refund the deposit to Lessee at the end of the lease, subject to deductions for damages (other than ordinary wear and tear) and any unpaid rent.

## **ADVERTISING**

Lessee shall erect one raceway-style lighted sign on the exterior of the premises. However, plans for the sign must be submitted to Lessor for approval of size and content before erecting. Lessee shall have the option of participating in a joint billboard advertising effort.

## **COMMON AREAS**

Lessor shall maintain and repair the common areas of the plaza, including snow removal from the parking areas and grooming of lawn and landscaping. Lessee shall pay an annual fee for lessee's portion of these costs.

## **REPAIRS AND MAINTENANCE**

Lessee agrees to maintain the interior of the building in a clean and orderly fashion.

Lessor shall maintain the exterior of the building and all heating, cooling and plumbing facilities, except for such damages to same as may be caused by the neglect of Lessee or its members or guests. Lessee shall be responsible for light bulb replacement, minor plumbing repairs (such as unclogging a toilet) and other repairs to the interior space of the leased premises.

## **UTILITIES**

Lessee shall pay for all utilities including gas, electricity, and sewage assessment for the leased premises. As part of the annual payment, Lessee shall pay for Lessee's portion of the water/sewer service. Lessor shall provide a common dumpster in the back of the building for the use of all Lessees, with the Lessees paying an annual fee for their portion of these costs.

## **INSURANCE**

Lessee shall purchase and maintain in the name of South Plaza Properties, L.L.C. and Lessee, general liability insurance against any and all claims for injuries to persons occurring in, on or about the demised premises during the term of this lease. Such insurance shall be in an amount not less than \$300,000.00 for injuries or death to one person and not less than \$500,000.00 for injuries or death to any number of persons in one occurrence. Proof of such coverage shall be furnished to Lessor upon request.

## **TAXES**

Lessor shall be responsible for all taxes, assessments, and other governmental charges that shall be imposed, or made during the lease term on all of the real property and improvements covered by this agreement. Lessee shall pay an annual fee for Lessee's portion of these costs.

## **ASSIGNMENT AND SUB-LEASE**

Lessee shall not assign or sublet this lease in whole or any part without receiving written consent of Lessor.

## **ALTERATIONS AND IMPROVEMENTS**

It is contemplated by the parties that the interior of the leased premises will be renovated to meet Lessee's needs. The anticipated remodeling may include carpet or other floor covering, ceiling tile, electrical wiring for lighting and receptacles, and structuring of the interior walls.

The Lessee shall pay for all labor and materials necessary to renovate the interior of the demised premises to meet Lessee's needs.

All alterations and improvements shall be performed in a workmanlike manner and shall be consistent with the purposes for which the leased premises may be used. Lessee shall secure lien waivers from all persons performing labor and for any material men supplying materials used in the alterations and improvements and shall make copies available to Lessor. All permanent additions and renovations to the premises shall become a part of the premises and shall become the sole property of Lessor's at the termination of the lease period.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto the day and year first above written.

**LESSOR:**

**SOUTH PLAZA PROPERTIES, L.L.C.**

**By:**

\_\_\_\_\_

**JAMES MURPHY**

**LESSEE:**

\_\_\_\_\_

Sample