



LEASE AGREEMENT

This Lease made at Olympia Washington, this _____ day of _____, by and between the Thurston County Small Business Incubator a program of the Thurston County Chamber Foundation a duly authorized Non-Profit Corporation, hereinafter referred to as LESSOR and _____ hereinafter referred to as LESSEE. This Lease expires _____ unless otherwise renewed as agreed upon by both parties.

That in consideration of the mutual promises, covenants, conditions, and terms to Be kept and performed, it is agreed between the parties hereto as follows:

Section 1: Notwithstanding anything to the contrary herein, this agreement consists of this document and the Incubator Welcome Packet attached hereto as Attachment A.

Section 2: LESSOR hereby agrees to LEASE suite number: _____, or desk tenant space, herein after referred to as the LEASEHOLD.

Section 3: LESSEE shall pay the LESSOR as rent, the sum of \$_____ monthly. Payments are due the first (1st) day of each month plus LESSEE'S service charges.

Section 4: If LESSEE fails to pay any rental payments on or before the tenth (10th) day of the month for which it is due, the LESSEE shall pay to LESSOR a penalty of five percent (5%) of the monthly rent. Additionally, an interest rate of one percent (1%) per month shall be owed on delinquent accounts.

Section 5: LESSEE shall post a security deposit with LESSOR equal to one month's rental payment and the last month's rent. Such deposit will be returned provided the LESSEE shall vacate the LEASEHOLD following proper notice, leaving it and all equipment in the condition in which it was received and be current in all rental and service payments.

- a. A \$350 paint deposit is required from any LESSEE requesting to re-color their office. Advanced permission and approval of the new color scheme is required. The paint deposit will only be returned upon vacating if the office and all equipment are left in the condition and color in which it was received and all rental and service payments are current.

Section 6: LESSOR, without in any way limiting its remedies or right to recovery, may apply all or any part of the security deposit to repair or replace any missing or damaged fixture or to perform any unfilled obligation of LESSEE sublet the lease.

Section 7: LESSEE shall provide at its own cost routine maintenance of the leased space.

Section 8: LESSOR shall perform all necessary repairs, replacements, and required maintenance with respect to general plumbing, wiring, roof, supporting structural members and heating. However, LESSEE shall be responsible for repair costs associated with improper use by LESSEE of heating controls. LESSOR shall have no other repair, replacement, or

maintenance obligations, all items which are not specifically enumerated being considered routine maintenance. LESSEE will be responsible for special electrical or plumbing needs with prior approval.

Section 9: LESSEE may, with the prior written consent of LESSORS, make repairs that are the obligations of LEASSOR. Such reimbursement shall be limited to the specific item and specific dollar amounts, which the Corporate Secretary has approved in advance and both parties agree to accept.

Section 10: LESSEE may, with the prior written consent of LESSORS Corporate Secretary, make alteration to the LEASEHOLD at his or her own expense, provided such alteration does not impair the structure in which the LEASEHOLD is situated.

Section 11: At the termination of this lease, and with the prior written consent of LESSORS Corporate Secretary, LESSEE may remove any alterations which it has made pursuant to section 10, provided such removal can be and is done without damaging the LEASEHOLD or the structure in which it is situated. Any alterations left after termination shall become the property of LESSOR without cost to LESSOR.

Section 12: This lease may be renewed provided:

- a. LESSEE will give at least thirty (30) days written notice to LESSOR of their intention to renew said lease;
- b. LESSEE is current in his or her payments to LESSOR and not in violation of any of these terms and other conditions of this lease;
- c. Rental rates are agreed upon; and
- d. LESSORS building and space are available.

Section 13: In addition to the LEASEHOLD, LESSEE shall have nonexclusive right to access common areas as LESSOR determines to be necessary to use the LEASEHOLD. LESSOR shall provide keys to such common areas for LESSEES use for appropriate business purposes.

Section 14: LESSEE shall carry at least the following minimum amounts of insurance. It shall maintained in full force and effect during the life of this lease Agreement and shall protect the Thurston County Chamber Foundation, Thurston County Chamber, Morningside and it's Board of Directors, and their employees, agents or representatives from damages of property arising in any form from the negligence or wrongful acts of omissions of their agents, employees, or representatives in the performance of any obligation covered by this Agreement.

a. Public liability insurance for damages and injuries, in an amount not less than \$1 million for any one person and in an amount of no less than \$1 million for any one accident or occurrence. LESSEE shall furnish to LESSOR certificate showing that the insurance described is in full force and effect prior to the commencement of this lease Agreement. Failure to provide continuous coverage as stated will create default in this agreement.

Section 15: LESSEE shall indemnify and hold LESSOR and its Board of Trustees harmless from all claims or liabilities of any type of nature to any person, firm, or corporation, including any agents or employees of LESSEE, arising in any manner from LESSEES performance of operations and business covered by this agreement.

Section 16: That LESSEE shall promptly execute and comply with all statutes, rules, orders, ordinances, requirements and regulations of the City, State, or Federal Government and any and all of it's departments and bureaus applicable to said demised premises for the correction, prevention or abatement of nuisances or other grievance in, upon or connected with said Premises, during the said term, and that periodic no-notice safety inspections may be

conducted by the Olympia Fire Department, and insurance company or other lawful inspectors, except that all structural alteration or additions shall be made by LESSOR at its expense.

Section 17: LESSEE shall not assign this agreement/lease or sublet or sublease the Premises of any party thereof without LESSORS prior written consent, or occupy the premises for residential use, or permit or suffer the said Premises to be occupied for any business or purpose deemed disreputable. LESSEE is responsible for damages caused by LESSEES use of any hazardous material, including damages to other areas of the building and property.

Section 18: LESSEE for itself, its successor and assigns and for all persons claiming or to claim sublet it or them, hereby expressly covenants and agrees that if at appointed in insolvency proceedings, then in that event this lease forthwith shall terminate and be at an end at the opinion of LESSOR, this covenant being one of the considerations whereby LESSOR is induced to make this Lease.

Section 19: If LESSEE defaults in payment of rent or in the performance of any of the covenants continued in this lease or in the event LESSEE fails to prevent, correct or abate nuisances or other grievances, which directly or indirectly interferes with, harms or dangers the operations or products of another tenant or tenants of LESSOR building or in the event that LESSEE shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors, LESSOR may terminate this lease, and at the expiration of ten (10) days the term of the lease shall cease and expire as if it were the expiration of the original term.

That in case, this lease shall be terminated, cancelled or forfeited by sublet, any of the terms and conditions herein contained or the demised premise be vacant for a period of ten (10) days, LESSOR shall immediately have the right to re-enter and take possession of said premises and re-occupy the same without notice and without being liable for damages, and also any part of the premises herein demised that may have been subleased. LESSOR may re-let the Premises for the remainder of the term at the best rent it can obtain for the account of the LESSEE who shall make good any deficiency, which shall be payable monthly.

Section 20: That LESSOR, it's employees or agents, shall have at reasonable times, access to any part of said premises for the purpose of examining same or make any necessary repairs or changes in plumbing, electric wiring, or pipes, gas pipes, heating or other alterations and repairs in any part of the Premises hereby leased, which it may be incumbent upon LESSOR to make.

Section 21: The LESSEE covenants both for itself and it's agents and employees faithfully to observe and keep all necessary rules and regulations of the building which affect said premises and will at its own cost and expense make any and all necessary alterations or changes in the premises which may be necessary because of any act of LESSEE, its employees and agents in violation of any law, ordinance, rule or regulation of any City, State or Government Body, except that all structural alterations or additions may only be made upon the prior written approval of the LESSOR; that upon the failure of LESSEE to make or proceed to make, any such changes or alterations within thirty (30) days after being required to by any order, rules, regulation or ordinance last above referred after receipt of said order or notice, that then and in that event the said LESSOR may enter the premises at it's option and do and perform said alterations or make such changes at the cost and expense of LESSEE, which said expense shall be deemed as rent and added to the next monthly installment of rent then accruing and be collectible as such.

Section 22: In case of any damages or injury to the glass in demised premises or damage or injury to the same premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct of LESSEE, its agents, guests, or employees, then said LESSEE shall cause said damage or injury to be repaired in equal quality and type as speedily as possible at it's own cost and expense, otherwise the same shall be replaced and repaired by LESSOR at the cost of LESSEE.

Section 23: LESSOR agrees that it will keep said building open and in operation during regularly accepted business hours, that is Monday through Friday, 9:00 A.M. to 5:00 P.M., excluding holidays and emergencies.

Section 24: Any payment, where appropriate, may be in the form of service to the project. Only the Corporate Secretary, at his or her discretion, will authorize service in lieu of payment.

Section 25: LESSEE agrees at the term of this lease to keep the floor of these premises in a clean and sanitary condition, to use all necessary and approved safeguards and fire risk, to maintain drip pans sublet under any of it's vehicles or machinery to prevent oil, grease, ink or other materials from sinking into leased premises or common areas including the parking garage. LESSEE shall not cause any holes to be made in said floor or walls for the purpose of anchoring machinery, shelving, office partitions or for any other reason whatsoever, unless express authorization is obtained from LESSOR.

Section 26: LESSOR will provide all signs and signage and no other shall be utilized except upon the LESSORS prior approval.

Section 27: It is expressly understood and agreed by and between the parties to this Agreement that LESSOR shall not be liable for: any damage or injury caused by water which may be sustained by LESSEE or other person; or any damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other lessee or agents or employees; or by reason of the breakage, leakage, or obstruction of the water sprinkler of said pipes, electric conduits or wiring or other leakage or breakage in or about said building, unless due to LESSORS negligence or neglect.

Section 28: LESSEE further agrees that it will not encumber or obstruct the sidewalk or accessways in front of or adjacent to said building or allow the same to be obstructed, and that no goods, materials or machinery or other articles shall be stored on said sidewalk or in the hallways of the leased premises, or left there for a period longer than shall be absolutely necessary to transport them to or from Premises of LESSEE.

Section 29: LESSOR agrees to provide suitable trash and recycling containers with regularly scheduled pick-up service sufficient to handle normal business needs. LESSEE agrees to use appropriate recycling practices - as described by Incubator management - and prevent unsightly accumulation of trash and debris in its office, common areas and exterior locations. LESSEE is responsible for the disposal of any large boxes, shipping containers or pallets, and all non-bagged debris.

Section 30: LESSEE is responsible for the use of the premises – including protection of all building keys – by any of its employees, agents and representatives. All such persons shall maintain locked building premises whenever entering or leaving the building prior to 8:00 A.M. on normal business days; entering or leaving the building after 5:00 P.M. on normal business days; and at all times during weekends and holidays. No building or office keys shall be copied or made available to others not specifically approved – in writing – by Incubator management.

Section 31: LESSEE agrees to follow scheduling procedures for use of conference rooms. LESSEE also agrees to clean all common meeting areas immediately following LESSEES use of such areas. LESSEE shall abide by the written cleaning instructions provided for the conference room and appropriately clean all other common areas after LESSEES use.

Section 32: LESSEE agrees to maintain cleanliness in the third floor kitchen area, including the proper disposal of food and beverage items, cleaning the sink and microwave, and removing tainted food products from the refrigerator.

Section 33: LESSEE agrees to park all vehicles, including private automobiles of employees, in designated parking areas.

Section 34: This LEASE is non-assignable. Parties agree that in event of any dispute concerning this contract, venue shall be in Thurston County.

Section 35: LESSEE pledges an unconditional personal guarantee to make all required payments for rent and services.

Section 36: In the event that a dispute arises between the parties and either party secures the assistance of legal council, the non-prevailing party shall pay the prevailing party his or her actual attorney's fees and costs incurred, with or without suit or other legal proceeding. For the purposes of this clause, the term "prevailing party" is defined as the party in whose favor a net monetary judgment or settlement is awarded or secured after all offsets, claims, counterclaims and allowances have been resolved, exclusive of the attorney fee award.

In witness whereof, LESSOR has presented this signed and sealed, and LESSEE has signed and sealed, the day and year first above written.

SIGNED AND ACKNOWLEDGED

LESSEE:

Signature: _____

Title: _____

Business Name or Organization: _____

LESSOR:

Signature: _____

Title: President/CEO

Organization: Thurston County Small Business Incubator

Date: _____