

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is entered into as of the Lease Date shown in the Attached Annex, between DIERINGER DEVELOPMENT GROUP, LLC, an Ohio Limited Partnership the limited liability company ("Landlord") and the tenant(s) listed in the Annex ("Tenant").

1. Premises

The landlord leases to the tenant, and the tenant leases to the landlord, the space described in the Annex. ("Facilities") located in the Davis-Linden Building, 400 Linden Avenue, Dayton, Ohio.

2. Term

The lease term begins on the start date and ends on the end date shown in the schedule.

If the delivery of the property is delayed, the tenant's only recourse will be to reduce the rent until the property is available.

3. Rent

Tenants must pay the monthly rent shown in the Annex no later than the first day of each month.

If the lease agreement begins on a day other than the first of the month, the rent will be prorated.

Rent can be paid in person, by drop box or through Stessa, or by any other method approved by the lessor.

If the rent is not received by the 10th of the month, the tenant will be charged a late fee of \$50.

You must also reimburse the landlord for any failed payment fees or bank charges. The landlord may require funds certified after any rejected payment.

Acceptance of late or partial payment does not exempt the landlord from their rights. The tenant cannot withhold payment.

offset or deduct the rent for any reason.

4. Security deposit

Tenants must pay the security deposit listed in the Annex. The landlord may apply the deposit to

unpaid rent, late fees, damages, cleaning, repairs, or other amounts owed under this Lease Agreement. If any

Once the portion has been used, the lessee must replenish it upon request. Any remaining balance will be returned in

in accordance with Ohio law.

To be eligible for a refund of any refundable deposit amount, the tenant must deliver at least thirty (30)

written notice several days in advance before vacating and returning the premises in substantially the same condition.

as received, except for normal wear and tear.

5. Use of the facilities

The lessee shall use the facilities only for the use indicated in the Annex or otherwise approved in

written notice from the landlord. The tenant shall not use the premises for any illegal purpose or in any way that

It violates zoning, fire codes, building regulations, or other applicable laws. The landlord does nothing.

Declaration that the property is suitable for the use intended by the tenant.

6. Laws and regulations

The tenant must comply with all applicable laws, regulations, orders, and rules of the Davis-Linden building.

Rules and regulations, periodically amended by notification. A violation of the rules is a

breach of this Lease Agreement.

7. Enjoy in peace

Provided the Tenant is not in default, he/she may enjoy the property peacefully during the term of the lease agreement.

8. Condition of the property

The tenant accepts the property in its current condition, except for any other written agreement.

Unless otherwise specified by the landlord, the tenant is responsible for maintaining the interior of the property in good condition.

Clean, safe and in good condition, except for normal wear and tear.

9. Repairs and maintenance

The tenant must maintain the interior of the property, including walls, floors, ceilings, doors, windows, and the fixtures installed by the tenant. The landlord must maintain the exterior of the building and the common areas.

The tenant will be responsible for the cost of repairing any damage caused by the tenant or the tenant's employees, contractors, guests, clients or visitors.

10. Alterations

The tenant may not make any alteration, addition or improvement without the prior consent of the landlord.

written consent. Any approved modifications will be carried out at the sole expense of the lessee and in compliance with all laws. Unless otherwise specified by the landlord in writing, all non-removable items

The improvements become the property of the landlord upon termination of the lease. The tenant must immediately remove any

charges arising from work performed by or for the Tenant.

11. Public and construction services

Unless otherwise stated in the Annex, electricity, heating, and waste collection services are included.

If the tenant's use of public services is excessive, as reasonably determined by the landlord, the landlord may charge the tenant.

The tenant will have to pay for the excess usage after receiving written notification.

Tenants may only use the designated containers for waste generated on the premises. Littering outside the premises is not permitted.

Dumping is permitted.

12. Insurance

Throughout the term of the lease, the lessee shall maintain commercial general liability insurance in the amounts listed in the Annex and name of the Lessor and its affiliates, managers, members, Employees and agents will be considered additional insured parties. Coverage will be primary and non-contributory.

If requested, the tenant must provide a certificate of insurance or other proof of coverage.

The tenant is solely responsible for insuring their personal belongings, equipment, inventory, and contents located on the premises.

13. Liability; Compensation

The landlord is not responsible for loss of or damage to the tenant's personal property, equipment, inventory, contents or business operations, except to the extent caused by the Lessor's intent misconduct.

The lessee shall indemnify, defend and hold harmless the lessor and its members, managers, employees and agents from all claims, liabilities, damages, losses, costs and expenses, including: reasonable attorneys' fees arising from the use or occupancy of the Property by the Tenant or the acts or omissions of the Tenant or of its employees, contractors, guests, clients or persons who visit it.

14. Entrance

The landlord and its agents may enter the premises during reasonable hours for inspection, repairs, maintenance, showing the premises, or enforcing this lease agreement. The landlord will make reasonable efforts to maintain, show the premises, or enforce this lease agreement.

Efforts will be made to provide notice before non-urgent entry. In case of emergency, the landlord may enter whenever.

15. Damage or destruction

If the property suffers partial damage but remains reasonably usable, the rent will only be reduced to the point where the facilities cannot be used during the repair. If the facilities are substantially damaged or If the property becomes unusable, the landlord may choose to repair it or terminate this lease agreement. If the damage was caused by the Tenant or its employees, contractors, guests, customers or visitors, the Tenant shall: will remain responsible for rent and repair costs to the extent permitted by law.

16. Forced expropriation

If all or most of the Facilities are expropriated for public use, this Lease Agreement will terminate as of the date on which possession is required. Any award belongs to the landlord, except for any separate award. specifically made for the tenant for their personal belongings or relocation expenses.

17. Assignment and Sublease

The tenant may not assign this lease agreement, sublet the property, or transfer any rights to it. without the Landlord's prior written consent, which may be withheld at the Landlord's discretion. Consent does not relieve the Lessee of liability under this Lease Agreement. The tenant may allow short-term use of the property by third parties only if the landlord authorizes it in advance. Written approval is required, and the tenant or a tenant employee must be present at all times. No third party is allowed. You may not receive keys, access credentials, or unsupervised access to the building without the landlord's written authorization. approval. The tenant remains fully responsible for all acts, omissions, and damages caused by any Third parties using the facilities through the tenant.

18. Hazardous Materials

The lessee shall not bring in, store, use or dispose of hazardous materials in or around the premises. except in compliance with all applicable laws and with the prior written consent of the landlord where Required. The tenant must immediately notify the landlord of any vacating or threatened vacating. The tenant must will be solely responsible for any claims, fines, cleaning costs, or damages arising from the tenant's activity. hazardous materials and must compensate the lessor for them. This obligation remains in effect. termination.

19. Default

The tenant is in default if:

- (a) does not pay rent or any other amount due under this Lease Agreement;
- (b) violates any term of this Lease Agreement or the building rules;
- (c) leaves the premises;
- d) provides false information to the landlord; or
- (e) becomes insolvent, files for bankruptcy, or a court-appointed administrator is assigned to the Lessee's assets.

In the event of a breach, the Lessor shall have all rights available under this Lease Agreement and Ohio law, including right to terminate possession, recover unpaid rent and damages, enforce the security deposit, re-enter the premises, remove the abandoned property, and recover reasonable attorneys' fees and costs. to the extent permitted by law.

20. Landlord's right to remedy the defect

If the Tenant fails to comply with any obligation under this Lease Agreement, the Landlord may, but shall not be obligated to, fulfill that obligation on behalf of the Lessee. Any amount spent by the Lessor will be immediately to be paid by the tenant as additional rent.

21. Surrender; Abandoned property

At the end of the lease term or in case of early termination, the tenant must vacate and hand over the property. Premises in basic cleanliness condition, with all personal belongings removed and any damage caused by the tenant who repaired the damage. Any property left behind may be considered abandoned and may be removed.

Stored or disposed of by the Lessor without any liability, with all costs borne by the Lessee.

22. Subordination

This lease agreement is subject to all present and future mortgages, liens, and guarantees that affects the building or property. The tenant must execute a subordination, acknowledgment or Confirmation documents requested by the landlord or their lender.

23. No resignation

The fact that the landlord does not enforce any provision of the lease agreement or accepts a late payment does not imply a waiver of

The landlord's right to subsequently enforce that provision or any other provision.

24. Notices and contact information

The tenant must keep their postal address, email address, and telephone number up to date in our records.

The landlord must be present at all times. The tenant must notify the landlord in writing of any changes within ten (10) days.

The landlord can rely on the most recently provided contact information for notices and communications.

25. Applicable Law

This lease agreement shall be governed by the laws of the State of Ohio.

26. Full Agreement

This Lease Agreement, together with the Annex and any accompanying Regulations or addenda, constitutes the entire Lease Agreement.

agreement between the parties. No oral statement shall modify this Lease Agreement. Any modification It must be in writing and signed by both parties.

27. Binding effect

This Lease Agreement is binding on the parties and their respective heirs, and is for their benefit. representatives, successors and authorized assigns.

28. Joint and several liability

If more than one tenant signs this lease agreement, each tenant will be jointly and severally liable for all expenses. obligations arising from this Lease Agreement.

TENANT(S) SIGNATURE(S):

1. Printed name: _____ 2. Printed name: _____

Company: _____ Company: _____

Date: _____ Date: _____

The owner: DIERINGER DEVELOPMENT GROUP, LLC

Signed by: _____

Printed name: _____

Title: _____

Lease Date: _____ *Type of lease:*

Tenant name(s): _____ ☐ month to month

Suite No.: _____ ☐ 1-Year Lease Agreement

Permitted use: _____

Term: Financial conditions: Insurance requirements:

Start Date: // Monthly Rent: \$ _____ Per Occurrence: \$ _____

Completion Date: // Security Deposit: \$ _____ Total: \$ _____

WARRANTY (if different from the names above)

The undersigned personally guarantees the full and punctual payment and fulfillment of all obligations. obligations of the Lessee under this Lease Agreement, including any extension, renewal, extension amounts, damages, costs and attorneys' fees to the extent permitted by law.

Guarantor's Printed Name: _____ Date: _____

Company: _____