COMMERCIAL TRIPLE NET (NNN) LEASE AGREEMENT

This Commercial Triple Net (NNN) Lease Agreement (the "Lease") is entered into and made effective as of ________________ (the "Effective Date"), by and between the Landlord and the Tenant hereinafter identified.

RECITALS

WHEREAS, Landlord is the owner of certain real property and improvements commonly known as ___________________________ and located at the street address hereinafter described; and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the specific premises described below under the terms, covenants, and conditions set forth in this Lease;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. KEY DEFINITIONS AND LEASE TERMS

(a) **Landlord**: ___________________________, with a mailing address for notices of:
Street Address: ___________________________
City: ___________________________ State: ___________________________ Zip Code: ___________________________

(b) **Tenant**: ___________________________, with a mailing address for notices of:
Street Address: ___________________________
City: ___________________________ State: ___________________________ Zip Code: ___________________________

(c) **Leased Premises**: The specific commercial space leased to Tenant, consisting of approximately ___________________________ square feet, located at:
Street Address: ___________________________
Unit Number (if applicable): ___________________________
City: ___________________________ State: ___________________________ Zip Code:

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(the "Premises"), as further depicted on the floor plan, if any, attached hereto.

(d) **Lease Term**: A period of __________________________ commencing on ________________ (the "Commencement Date") and terminating on ________________ (the "Expiration Date"), unless terminated earlier in accordance with the provisions of this Lease.

(e) **Base Rent**: Tenant shall pay to Landlord a monthly base rent of $__________________________ ("Base Rent"), due on or before the first (1st) day of each calendar month during the Lease Term.

(f) **Security Deposit**: Tenant shall deposit with Landlord upon execution of this Lease the sum of $__________________________ (the "Security Deposit") as security for the faithful performance of Tenant's obligations under this Lease.

(g) **Permitted Use**: Tenant shall use and occupy the Premises solely for __________________________ and for no other purpose without the prior written consent of Landlord.

2. TRIPLE NET (NNN) LEASE CHARACTER; ADDITIONAL RENT

(a) **Net Lease**: This Lease is a absolute triple net lease. It is the intent of the parties that the Base Rent paid to Landlord shall be completely net of all taxes, insurance, maintenance, operating expenses, and other costs associated with the ownership, operation, management, repair, and replacement of the Premises. Tenant shall pay all such expenses, costs, and charges as Additional Rent.

(b) **Additional Rent**: All monetary obligations of Tenant under this Lease other than Base Rent shall be deemed "Additional Rent." Landlord shall have the same remedies for a default in the payment of Additional Rent as it has for a default in the payment of Base Rent.

3. REAL ESTATE TAXES

(a) **Payment of Taxes**: Tenant shall pay, as Additional Rent, all real estate taxes, assessments, association dues, and governmental levies of every kind, general and special, ordinary and extraordinary, which are assessed, levied, or imposed against the Premises, the land upon which the Premises is situated, or the improvements thereon during the Lease Term (collectively, the "Taxes").

(b) **Method of Payment**: Tenant shall pay the Taxes directly to the taxing authority at least fifteen (15) days prior to the date such Taxes become delinquent, and shall promptly provide Landlord with written evidence of payment. Alternatively, at Landlord's option, Landlord may estimate the annual Taxes and require Tenant to pay one-twelfth (1/12) of such estimated amount monthly with the Base Rent payment. In such event, Landlord shall reconcile the actual Taxes annually, and Tenant shall pay any deficiency within thirty (30) days of billing, or Landlord shall credit any overpayment against the next due installment of Additional Rent.

4. INSURANCE

(a) **Property Insurance**: Tenant shall, at its sole cost and expense, maintain property insurance on the Premises, including the building and all improvements, against loss or damage by fire, windstorm, and other hazards included within an "all-risk" or "special form" policy, in an amount equal to one hundred percent (100%) of the full replacement value thereof. Landlord shall be named as an additional insured and loss payee on all such policies.

(b) **Liability Insurance**: Tenant shall, at its sole cost and expense, maintain commercial general liability insurance protecting Landlord and Tenant against claims for bodily injury, personal injury, and property damage occurring in, on, or about the Premises. Such insurance shall have a limit of not less than $__________________________ per occurrence and $__________________________ in the aggregate. Landlord shall be named as an additional insured on such policy.

(c) **Tenant's Personal Property**: Tenant shall, at its sole expense, maintain insurance on its own business fixtures, equipment, inventory, and personal property located within the Premises. Landlord shall have no interest in or liability for loss or damage to Tenant's personal property.

(d) **Policy Requirements**: All insurance policies required under this Section shall be issued by insurance companies authorized to do business in the state where the Premises is located and holding a General Policyholder Rating of A- or better in Best's Insurance Guide. Tenant shall deliver certificates of insurance to Landlord prior to the Commencement Date and upon each renewal of such policies, which certificates shall provide that the policies cannot be canceled or materially altered without at least thirty (30) days' prior written notice to Landlord.

5. MAINTENANCE, REPAIRS, AND UTILITIES

(a) **Tenant's Maintenance Obligations**: Tenant shall, at its sole cost and expense, keep and maintain the Premises and every part thereof in good, clean, sanitary, and safe condition, and in compliance with all applicable laws, ordinances, and regulations. Tenant's maintenance, repair, and replacement obligations shall include, without limitation, the heating, ventilation, and air conditioning (HVAC) systems, electrical systems, plumbing systems, interior walls, floors, ceilings, windows, doors, plate glass, storefronts, and all utility lines and conduits serving the Premises exclusively.

(b) **Structural and Exterior Maintenance**: Tenant shall also be responsible for the maintenance, repair, and replacement of the structural elements of the building, including the foundation, exterior walls, load-bearing columns, and the roof, unless such repairs are necessitated by the gross negligence or willful misconduct of Landlord.

(c) **Utilities**: Tenant shall contract directly with and pay all charges for water, sewer, gas, electricity, telephone, internet, trash disposal, and all other utility services supplied to the Premises during the Lease Term. Landlord shall not be liable for any interruption or failure of utility services to the Premises.

6. USE OF PREMISES AND COMPLIANCE WITH LAW

(a) **Permitted Use**: Tenant shall use the Premises only for the Permitted Use specified in Section 1(g). Tenant shall not commit waste, permit or create any nuisance, or use the Premises for any unlawful, hazardous, or offensive purpose.

(b) **Compliance with Laws**: Tenant shall, at its sole expense, promptly comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and orders of any governmental authority, including but not limited to the Americans with Disabilities Act (ADA), environmental laws, and local zoning codes, applicable to the Premises or Tenant's use thereof.

7. ALTERATIONS AND IMPROVEMENTS

Tenant shall not make any structural alterations, additions, or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Any non-structural alterations or cosmetic changes shall require Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. All alterations, additions, and improvements made by Tenant shall become the property of Landlord upon the expiration or termination of this Lease, unless Landlord requests their removal, in which case Tenant shall remove the same and restore the Premises to its original condition at Tenant's sole expense.

8. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage, pledge, or otherwise encumber this Lease, or sublet the whole or any part of the Premises, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Any attempted assignment or subletting without Landlord's prior written consent shall be null and void and shall constitute a material default under this Lease. No permitted assignment or subletting shall release Tenant from its primary liability for the payment of rent or the performance of any other obligation under this Lease.

9. DEFAULT AND REMEDIES

(a) **Events of Default**: The occurrence of any of the following shall constitute an "Event of Default" by Tenant under this Lease:
(i) Tenant's failure to pay Base Rent or Additional Rent within __________________________ days after the date the same is due;
(ii) Tenant's failure to perform or comply with any other covenant, term, or condition of this Lease within __________________________ days after written notice thereof from Landlord;
(iii) Tenant's abandonment or vacation of the Premises; or
(iv) The filing of any petition in bankruptcy by or against Tenant, or the appointment of a receiver or trustee for Tenant's assets.

(b) **Landlord's Remedies**: Upon the occurrence of an Event of Default, Landlord shall have the right, at its option, to pursue any one or more of the following remedies without further notice or demand:
(i) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and Tenant shall remain liable for all damages incurred by Landlord, including unpaid rent, the cost of recovering the Premises, and the cost of reletting;
(ii) Re-enter and take possession of the Premises without terminating this Lease, and relet the Premises for Tenant's account, in which event Tenant shall pay Landlord any deficiency between the rent obtained from reletting and the rent due under this Lease;
(iii) Declare the entire balance of Base Rent and estimated Additional Rent for the remainder of the Lease Term immediately due and payable; or
(iv) Pursue any other remedy available at law or in equity.

10. SURRENDER AND HOLDING OVER

(a) **Surrender**: Upon the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises to Landlord in good, clean, and broom-swept condition, ordinary wear and tear excepted. Tenant shall remove all of its trade fixtures, equipment, and personal property, and shall repair any damage caused by such removal.

(b) **Holding Over**: If Tenant remains in possession of the Premises after the expiration of the Lease Term without the express written consent of Landlord, such occupancy shall be deemed a tenancy at sufferance. During any such holdover period, Tenant shall pay Base Rent at a rate equal to [holdover rent percentage, e.g., 150%]% of the Base Rent in effect immediately prior to expiration, and Tenant shall remain subject to all other terms and conditions of this Lease.

11. MISCELLANEOUS PROVISIONS

(a) **Governing Law**: This Lease shall be governed by, construed, and enforced in accordance with the laws of the State where the Premises is located, without regard to conflict of law principles.

(b) **Notices**: All notices, demands, or requests required or permitted under this Lease shall be in writing and shall be deemed sufficiently given when delivered personally, sent by certified mail (return receipt requested), or delivered by a nationally recognized overnight courier service to the respective party addresses set forth in Section 1.

(c) **Entire Agreement**: This Lease contains the entire agreement between Landlord and Tenant regarding the leasing of the Premises and supersedes all prior negotiations, understandings, and agreements, whether oral or written. This Lease may not be modified, amended, or altered except by a written instrument signed by both Landlord and Tenant.

(d) **Severability**: If any provision of this Lease or the application thereof is held to be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(e) **Waiver**: No waiver of any default or breach of covenant under this Lease shall be implied from any omission by either party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver.

(f) **Successors and Assigns**: This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

(g) **Counterparts**: This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) **Construction**: Section headings are for convenience of reference only and shall not define, limit, or expand the scope or intent of any provision of this Lease. The language of this Lease shall be construed according to its fair meaning and not strictly for or against either party.

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Triple Net (NNN) Lease Agreement as of the dates set forth below.

LANDLORD

Signature: ____________________
Print Name: ___________________________
Date: ____________________
Address: ___________________________

TENANT

Signature: ____________________
Print Name: ___________________________
Date: ____________________
Address: ___________________________