

TENNESSEE COMMERCIAL LEASE AGREEMENT

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

_____ as tenant (hereinafter referred to as "Tenant"), and
_____ as landlord (hereinafter referred to as "Landlord"),

do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this ____ day of _____,
_____ ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases from Landlord, the Property
described as follows: All that tract of land known as:

_____ (Address),
_____ (City), Tennessee, _____ (Zip), as recorded in _____
County Register of Deeds Office, _____ deed book(s) _____ page(s), or
_____ instrument no. and further described as: _____

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the
"Property," as more particularly described in Exhibit "A," or if no Exhibit "A" is attached as is recorded with the County
Register of Deeds Office of the county in which the Property is located and is made a part of this Lease by reference.

1. Term. The initial term of this Lease shall be for _____ years, _____ months, beginning on the earlier
of the completion of work described in any attached Work Letter or _____ ("Commencement
Date"), through and including _____. ("Expiration Date").

2. Possession. If Landlord is unable to deliver possession of the Property on the Commencement Date, rent shall be abated
on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the
Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and
deposits to Tenant. The aforementioned remedies are the sole remedies recoverable from the Landlord for delays in
delivery of possession to Tenant.

3. Rent. Tenant shall pay base rent ("Base Rent") to Landlord without demand, deduction or setoff in advance payable as
follows:

Rent shall be due, without notice or demand, on the first day of each month during the term of the Lease or any renewals
or extensions thereof, at the address set forth in the Notice Section of this Lease (or at such other address as may be
designated from time to time by Landlord in writing). If the Commencement Date begins on the second (2nd) through the
last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing the
Property. Tenant shall also pay additional rent ("Additional Rent") as may be provided elsewhere in this Lease. Such
Additional Rent shall be paid in the same manner as the Base Rent. Base Rent and any Additional Rent shall be
collectively referred to as "Rent."

4. Late Payment; Service Charge for Returned Checks. Rent not paid in full by the fifth (5th) day of the month shall be
late. Landlord shall have no obligation to accept any Rent not received by the fifth (5th) of the month. In the event a
check is returned by the institution upon which it is drawn for any reason, Tenant shall pay a fee of \$ _____. If
late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money
order and must include a late charge of \$ _____ and, if applicable, a service charge for any returned check as stated
above. Landlord reserves the right to refuse to accept uncertified funds from Tenant after one or more of Tenant's
payments have been returned by the bank unpaid. Tenant waives notice and demand as to all payments of Rent due
hereunder.



5. Security Deposit.

A. Security Deposit to be Held by Landlord or Broker. [Check one. The section not marked shall not be a part of this Agreement.]

☐ Landlord Holding Security Deposit.

- (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of _____ Dollars (\$ _____) in cash, money order and/or check ("Security Deposit").
- (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
- (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
 - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
 - (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.
- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of the Property or default in this Lease (provided Landlord attempts to mitigate such actual damage), including but not limited to any repair, replacement, cleaning or painting of the Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any Rent payment.

☐ Broker Holding Security Deposit.

- (1) Tenant has paid to Broker _____ (acting as "Broker/Holder") located at _____ (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") _____ Dollars (\$ _____) in ☐ cash, ☐ money order and/or ☐ check.
- (2) Broker/Holder shall deposit the Security Deposit in Broker/Holder's escrow/trust account (with _____ retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.
- (3) The Broker/Holder shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Security Deposit; (d) upon a reasonable interpretation of this Agreement by Broker/Holder; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker/Holder, in which event Broker/Holder shall only disburse the Security Deposit to another licensed Tennessee Real Estate Broker selected by Landlord, unless otherwise agreed to in writing by Landlord and Tenant, after notice by Landlord to Broker/Holder and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker/Holder shall give all parties seven (7) days notice stating to whom and in what amounts the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the

Broker/Holder prior to the end of the seven (7) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker/Holder shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker/Holder shall be reimbursed from and may deduct for any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker/Holder. No party shall seek damages from Broker/Holder (nor shall Broker/Holder be liable for the same) for any matter arising out of or related to the performance of Broker's/Holder's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit.

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder or Broker/Holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) business days after notice to deliver good funds to the holder or Broker/Holder. In the event Tenant does not timely deliver good funds to the holder or Broker/Holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after the Property is vacated if:
 - (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
 - (b) All monies due under this Lease by Tenant have been paid;
 - (c) The Property is not damaged and is left in its original condition, normal wear and tear excepted;
 - (d) All keys have been returned; and
 - (e) Tenant is not in default under any of the terms of this Lease.

6. Repairs and Maintenance. Tenant acknowledges that Tenant has inspected the Property and that it is fit for its stated use as described herein. Tenant agrees that no representations regarding the Property or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Landlord, Broker, or their agents unless specified in this Lease.

The following shall be kept in good working order and repair, normal wear and tear excepted, by either the Landlord or Tenant as follows *[Check all that apply. The sections not marked shall not be part of this Agreement]*:

	<u>TENANT</u>	<u>LANDLORD</u>		<u>TENANT</u>	<u>LANDLORD</u>
Heating system	<input type="checkbox"/>	<input type="checkbox"/>	Elevators	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	Air conditioning system	<input type="checkbox"/>	<input type="checkbox"/>
Parking area	<input type="checkbox"/>	<input type="checkbox"/>	Electrical system/fixtures	<input type="checkbox"/>	<input type="checkbox"/>
Driveway	<input type="checkbox"/>	<input type="checkbox"/>	Exterior walkways	<input type="checkbox"/>	<input type="checkbox"/>
Building exteriors	<input type="checkbox"/>	<input type="checkbox"/>	Interior hallways	<input type="checkbox"/>	<input type="checkbox"/>
Smoke detector	<input type="checkbox"/>	<input type="checkbox"/>	Lobby	<input type="checkbox"/>	<input type="checkbox"/>
Terrace/patio	<input type="checkbox"/>	<input type="checkbox"/>	Loading area	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	Trash facilities	<input type="checkbox"/>	<input type="checkbox"/>
Stairs	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping	<input type="checkbox"/>	<input type="checkbox"/>
Exterior windows	<input type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input type="checkbox"/>
Security alarm	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>

Any item not mentioned herein but existing on the Property (other than furniture, fixtures and equipment of Tenant) shall be maintained by ☐ Landlord ☐ Tenant *[Check one. The section not marked shall not be a part of this Agreement.]*

Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay the costs of the same within ____ days of receipt of invoice. Tenant waives any further notice of amount



due for any repairs or replacements under this Lease. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or facilities or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about the Property, except if such damage is due to the gross negligence or willful misconduct of Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. Services. Landlord shall provide, at Landlord's expense, the following services *[Check all that apply. The sections not marked by Landlord shall not be part of this Agreement]*:

- ☐ General cleaning and janitorial service of the interior of the Property _____ times a week.
- ☐ Concierge service as follows: _____
- ☐ Parking attendant as follows: _____
- ☐ Property monitor as follows: _____
- ☐ Trash collection service _____ times per week.
- ☐ Soap, paper towels, and toilet tissue for rest rooms _____ times per week.
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of the Property _____
- ☐ Other _____

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep the Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay Landlord the costs for such services within _____ days of receipt of invoice. Tenant waives any further notice of amount due for any repairs or replacements under this Lease.

8. Utilities. The services and/or utilities set forth below serving the Property shall be paid by either the Landlord or Tenant as follows *[Check all that apply. The sections not marked shall not be part of this Agreement]*:

<u>UTILITY</u>	<u>TENANT</u>	<u>LANDLORD</u>	<u>UTILITY</u>	<u>TENANT</u>	<u>LANDLORD</u>
Water	<input type="checkbox"/>	<input type="checkbox"/>	Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>
Garbage	<input type="checkbox"/>	<input type="checkbox"/>	Cable Television	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	Internet Service	<input type="checkbox"/>	<input type="checkbox"/>
Other _____				<input type="checkbox"/>	<input type="checkbox"/>

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or services termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant on the first of the following month. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

9. Termination / Holding Over. Either party may terminate this Lease at the end of the Term by giving the other party _____ days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over period shall result. Any Holding Over by the Tenant of the Property after the expiration of this Lease shall operate and be construed as a tenancy from month to month only with Base Rent in an amount equal to _____% of the Base Rent payable in Paragraph 3 herein. All other terms of the Lease will remain in force, subject to the terms of this paragraph.

10. Sublet and Assignment. Tenant may not sublet the Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

11. Right of Access, Signage. Landlord and Landlord's agents shall have the right to access the Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Property at any time to protect life and prevent damage to the Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior and exterior of the Property, and may show Property to prospective tenants or purchasers during



reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Property to prospective tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's agent and Brokers harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ _____ as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of the Property or on any part of the interior of the Property that is visible from the exterior of the Property. Tenant shall maintain all such permitted signs, advertising matter, or any other thing of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease. Landlord shall have the right to remove prohibited signs, advertising matter or any other things of any kind at the expense of the Tenant.

12. Use. The Property shall only be used for the purposes set out as follows:

The Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit the Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on the Property which would endanger the health and safety of others or which otherwise creates a nuisance.

13. Property Loss. Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

14. Default.

A. Failure to pay Rent or Failure to Reimburse Landlord for damages or costs. If Tenant fails to pay Rent or fails to reimburse Landlord for any damages, repairs or costs when due, Tenant shall be deemed to be in default and Landlord shall have the right to terminate this Lease by giving fifteen (15) day written notice to Tenant and to accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for the Property and credit any amounts received to the Tenant, less the following:

- (1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;
- (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and
- (3) the costs of altering, dividing, painting, repairing, and replacing the Property to accommodate a new tenant.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for Rent from and after any action by Landlord under a proceeding against Tenant for Holding Over or detainer warrant, whether or not Tenant retains the right to possession of the Property.

B. Cure Period. If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant with written notice of the breach. Tenant shall have _____ business days ("Cure Period") within which Tenant may cure said breach. In the event that Tenant has not cured the breach within the Cure Period, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant and pursue any remedies available herein or available to Landlord at law. In the event that Tenant cures the breach during the aforementioned Cure Period, a second violation of this Agreement within _____ months shall be grounds for the Landlord to terminate this Lease by providing written notice without an additional Cure Period.

C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

D. In the event that either Tenant or Landlord hereto shall file suit for breach or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees in addition to any other remedies available herein or permitted by law.



252 **15. Rules and Regulations.**

- 253 A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without
254 prior written permission of Landlord. If all keys to the Property are not returned when Tenant vacates the Property,
255 Landlord may charge a re-key charge in the amount of \$ ____.
- 256 B. Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by
257 Landlord at the expense of Tenant, for storage or for public or private sale as permitted by applicable law, and
258 Tenant shall have no right or recourse against Landlord thereafter.
- 259 C. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in
260 or placed on the Property (except for goods and materials typically found in a general office use provided that the
261 same are limited in quantity to that normally found in such use).
- 262 D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be
263 placed in walls, woodwork or any part of the Property.
- 264 E. Tenant shall not place any objects or personal property on the Property in a manner that is inconsistent with the load
265 limits of the Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other
266 equipment in the Property.
- 267 F. If Landlord provides electricity and/or natural gas hereunder, Landlord shall provide heating and air conditioning to
268 the Property between _____ a.m. and _____ p.m., Monday through Friday (*excluding Holidays*); between
269 _____ a.m. and _____ p.m., Saturday; and between _____ a.m. and _____ p.m. Sunday as
270 applicable. Tenant shall notify Landlord by 4:00 p.m. of the preceding business day of any requests for overtime
271 heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating
272 and air conditioning.
- 273 G. Tenant shall not, without Landlord's prior consent, use any equipment which uses electric current in excess of 110
274 volts, which will increase the amount of electricity ordinarily furnished for use of the Property as herein designated,
275 or which require clean circuits or other distribution circuits.
- 276 H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation
277 of the Property. A copy of any current additional Rules and Regulations are attached in Exhibit ____ and are a part
278 of this Lease. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy
279 thereof to Tenant.

280 **16. Abandonment or Vacating the Property.**

- 281 A. **Abandonment.** If Tenant removes or attempts to remove personal property from the Property other than in the
282 usual course of continuing occupancy, without having first paid Landlord all monies due, the Property may be
283 considered abandoned. In the event of abandonment, Landlord shall have the right to terminate the Lease.
- 284 B. **Vacating Premises.** If Tenant removes personal property from the Property and/or ceases to do business at the
285 Property before the termination of this Lease and any extensions thereof, Tenant shall be in default of this Lease.
286 Landlord shall then have the right to exercise any of his remedies as contained herein or as available at law.

287 **17. Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to
288 Landlord, within ten (10) days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force
289 and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the
290 nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any
291 such defaults exist, a specific description thereof); (c) the date to which any Rents or other charges have been paid in
292 advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or
293 transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to
294 secure debt may rely on such certificates.

295 **18. Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or
296 improvements in or to the Property without first obtaining Landlord's prior written consent. Landlord may grant or
297 withhold such consent within its reasonable discretion and may impose reasonable discretion upon its consent. All costs
298 of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The
299 provisions of the Work Letter, attached hereto as Exhibit ____ and a part of this Lease, shall govern any alterations or
300 improvements to be performed prior to the Commencement Date of this Lease. Upon the Expiration Date of this Lease
301 and any renewal terms or Hold Over periods, Tenant agrees to return the Property, at Landlord's sole discretion, in its
302 original condition, normal wear and tear excepted.

303 **19. Destruction of Property.**

- 304 A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable)
305 the Property, Rent shall abate from the date of such destruction. Landlord, at his sole discretion, shall have the right



to determine whether restoration of the Property will be undertaken. Landlord shall have ☐ sixty (60) days OR ☐ _____ days from date of destruction to provide notice to Tenant as to whether restoration shall be undertaken.

If restoration shall not be undertaken, Landlord shall give Tenant ☐ thirty (30) days OR ☐ _____ days written notice of Termination whereupon Rent and all other obligations herein shall be adjusted between the parties as of the date of such destruction. If restoration shall be commenced, the restoration of the Property to a tenantable condition shall be completed within one hundred eighty (180) days from the date of destruction.

In the event the Landlord elects to complete such restoration, but fails to do so within one hundred eighty (180) days following such destruction, this Lease shall be terminated unless otherwise agreed to by the parties in writing.

In the event that Landlord determines that restoration cannot be completed as above, Landlord may, at his sole discretion, elect to relocate Tenant to comparable space belonging to Landlord at Landlord's expense. If Tenant objects to such relocation, Tenant may terminate this Lease with written notice to Landlord within ten (10) days after receipt of such notice from Landlord whereupon Rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If such notice is not given, then this Lease shall remain in force.

B. If the Property is damaged but not rendered wholly untenable and/or unusable for its intended purpose by earthquake, fire, flood, storm, or other casualty, Rent shall abate in such proportion as the Property has been damaged as determined by casualty insurance carrier (or in the absence of casualty insurance carrier, by Landlord), and Landlord shall restore the Property as reasonably quickly as practicable whereupon all Rent shall commence.

C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of the Property whether total or partial, is the result of the negligence of Tenant, its contractors, employees, agents, invitees, guests, or licensees.

20. Insurance. Tenant agrees that during the Term of the Lease and any extensions of Hold Over periods thereof, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's Broker(s) and Landlord's lender as additional insured, shall be carried with insurance companies licensed to do business in the State of Tennessee and having a current financial strength rating in Best's Rating of not less than B+. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the payment of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by contractor/subcontractor upon the Property for the installation of its equipment or improvements, or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall include a provision in any and all insurance policies wherein the insurance provider agrees to provide notice to all entities designated as additional insureds in the event of nonpayment of premiums or cancellation of policy.

Tenant shall comply with all rules and regulations applicable to the Property issued by the Tennessee Board of Fire Prevention or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Property that might adversely affect, contravene, or impair any policies of insurance that are in force for the Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto. *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

☐ **A. General Commercial Liability Insurance (or reasonable equivalent thereto).** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$_____) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

☐ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto).** Such insurance shall cover Tenant's interest in its improvements to the Property, and all furniture, equipment, supplies, inventory, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than _____ percent (____%) of full replacement cost as updated from time to time during the Term of the Lease or any extensions thereof or Hold Over periods. Tenant



shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on the Property from fire, accident, or any other casualty.

□ **C. Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include coverage as required by applicable law.

□ **D. Contractors Insurance (or reasonable equivalent thereto).** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on the Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$_____) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law.

□ **E. Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any glass signage located on the Property.

21. Taxes. Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in the Property. *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

□ **A. Landlord Pays All Property Taxes.** Landlord shall pay all Property Taxes levied against the Property. Tenant shall not pay any Property Taxes levied against the Property.

□ **B. Tenant Shall Pay Property Taxes.**

□ **C. Tenant Pays Increases in Property Taxes.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional Rent the amount by which all Property Taxes on the Property for each tax year exceed taxes on the Property for the tax year _____. On or before the first (1st) day of the Term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of payments to be made for the ensuing calendar year. On the first (1st) day of each month during the Term of the Lease, Tenant will pay one-twelfth (1/12) of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of Property Taxes for the calendar year certified by certified public accountants designated by Landlord and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first (1st) day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

22. Condemnation. If all or any part of the Property is taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of the Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in the Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefrom, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to the Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

413 **23. Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements
414 of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers
415 (including their firms and affiliated licensees) involving same. Tenant and Landlord agree that Brokers, their firms and
416 affiliated licensees shall not be responsible for any matter which could have been revealed through a survey, title search
417 or inspection of the Property; for the condition of the Property, any portion thereof, or any item therein; for the necessity
418 or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this
419 transaction; for the appraised or future value of the Property; and any condition(s) existing off the Property which may
420 affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property
421 whether permitted or proposed. Tenant and Landlord acknowledge that Brokers, their firms, and affiliated licensees are
422 not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them,
423 they shall seek independent expert advice relative thereto. Tenant further acknowledges that in every neighborhood
424 there are conditions which different tenants may find objectionable. Tenant shall therefore be responsible to become
425 fully acquainted with neighborhood and other off-site conditions which could affect the Property.

426 **24. Agency and Brokerage.**

427 **A. Agency.**

- 428 (1) In this Agreement, the term “Broker” shall mean a licensed Tennessee real estate broker or brokerage firm and,
429 where the context would indicate, the broker’s affiliated licensees. No Broker in this transaction shall owe any
430 duty to Tenant or Landlord greater than what is set forth in their broker engagements, the Tennessee Real Estate
431 Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules;
- 432 (2) Landlord and Tenant acknowledge that if they are not represented by a Broker they are each solely responsible
433 for their own interests, and that Broker’s role is limited to performing ministerial acts for that unrepresented
434 party;
- 435 (3) The Broker, if any, working with the Landlord is identified on the signature page as the “Listing Broker”; and
436 said Broker is ☐, **OR**, is not ☐ representing the Landlord;
- 437 (4) The Broker, if any, working with the Tenant is identified on the signature page as the “Leasing Broker”, and
438 said Broker is ☐, **OR**, is not ☐, representing the Tenant; and
- 439 (5) If Tenant and Landlord are both being represented by the same Broker, a relationship of either designated
440 agency ☐, **OR**, facilitator ☐, **OR**, dual agency ☐ shall exist.

441 (a) **Designated Agency Assignment.** *[Applicable only if designated agency had been selected above]*

442 The Broker has assigned affiliate licensee _____ to work
443 exclusively with Tenant as Tenant’s Designated Agent and affiliate licensee
444 _____ to work exclusively with Landlord as Landlord’s Designated
445 Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a
446 client and shall not represent in this transaction the client assigned to the other Designated Agent.

- 447 (b) **Facilitator.** *[Applicable only if facilitator has been selected above]* The licensee is not working as an
448 agent for either party in this consumer’s prospective transaction. A Facilitator may advise either or both of
449 the parties to a transaction but cannot be considered a representative or advocate of either party.
450 “Transaction Broker” may be used synonymously with, or in lieu of, “Facilitator” as used in any
451 disclosures, forms or agreements [By law, any licensee or company who has not entered into a written
452 agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until
453 such time as an agency agreement is established.].

- 454 (c) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above.]* Landlord and Tenant
455 are aware that Broker is acting as a dual agent in this transaction and consent to the same. Landlord and
456 Tenant have been advised that:

- 457 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could
458 be, different or even adverse;
- 459 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to
460 the dual agent, to all parties in the transaction except for information made confidential by request or
461 instructions from another client which is not otherwise required to be disclosed by law;
- 462 3. The Landlord and Tenant do not have to consent to dual agency; and
- 463 4. The consent of the Landlord and Tenant to dual agency has been given voluntarily and the parties have
464 read and understand their brokerage engagement agreements.
- 465 5. Notwithstanding any provision to the contrary contained herein, Landlord and Tenant each hereby
466 direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any



information which could materially and adversely affect their negotiating position, unless required to disclose by law.

- (d) **Material Relationship Disclosure.** *[Required with dual Agency.]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____.
A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Landlord's Initials _____ Tenant's Initials _____

B. Brokerage. Brokers listed below have performed a valuable service in this transaction and are made third party beneficiaries hereunder only for the purposes of enforcing their commission rights. Payment of commission to a Broker shall not create an agency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease the Property ("Listing Broker") a commission of: *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

- ☐ Negotiated by separate written agreement.
- ☐ \$ _____ or _____% of the total Base Rent to be paid under the Lease, which shall be due and payable upon occupancy.
- ☐ \$ _____ or _____% of Base Rents, which shall be due and payable upon a Tenant's monthly payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the entire Term of the Lease or any extensions thereof or any Hold Over Period, regardless of any breach of this Lease by any party.
- ☐ \$ _____ OR _____% of Base Rent Payable as follows:
- ☐ _____% of Commission upon lease execution,
- ☐ _____% upon Rent commencement or _____% upon occupancy,
- ☐ plus _____% of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or extension period
- ☐ Other

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive _____% of the total real estate commission paid hereunder and the Leasing Broker shall receive _____% of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing real estate firm and Leasing real estate firm may jointly or independently pursue the non-performing party for that portion of the commission which they would have otherwise received under the Lease.

25. Other Provisions.

A. Time of Essence. Time is of the essence in this Lease.

B. No Waiver. Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on a prompt compliance in the future of such covenant, condition, or Rule and Regulation and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant, condition, or Rule and Regulation of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. Definitions.

- a. "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property.
- b. "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees.



- c. "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances.
- d. "Property Taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against the Property or any legal or equitable interest of Landlord in the Property, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.
- e. Business days shall mean Monday through Friday, excluding Holidays.
- f. Bank days shall mean Monday through Saturday at noon, excluding Holidays.

D. Entire Agreement. This Lease and any attached addenda constitute the entire agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding. Notwithstanding the above, the Landlord may provide amendments and/or additions to the Rules and Regulations which shall be effective upon delivery of a copy thereof to Tenant and do not require the signature of the Tenant.

E. Attorney's Fees and Costs of Collection. Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

F. Indemnification. Tenant releases Landlord, Broker, Broker's firm and Broker's affiliated licensees from liability for and agrees to indemnify Landlord, Broker, Broker's firm and Broker's affiliated licensees against all losses incurred by Landlord, Broker, Broker's firm and/or Broker's licensees as a result of: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Property to Tenant or Tenant's invitees, employees or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord, Broker, Broker's firm or Broker's affiliated licensees; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment lien or other encumbrance filed against the Property as a result of Tenant's actions.

G. No Partnership. Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

H. No Recordation. Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

I. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Broker representing a party as a client or a customer shall be deemed to be notice to that party for all purposes herein.

Landlord's address:	Tenant's address:
_____	_____
_____	_____
_____, _____	_____, _____
Fax # _____	Fax # _____
Email _____	Email _____

J. Governing Law and Venue. This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws and in the courts of the state of Tennessee.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline** occurs on a Saturday, Sunday or

568 legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are
569 those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

570 **M. Equal Opportunity.** This Property is being leased without regard to race, color, sex, religion, handicap, familial
571 status, or national origin.

572 **26. Sale of the Property to Tenant.** Landlord shall pay Leasing Broker a commission in the amount of _____
573 percent (_____%) and Listing Broker a commission in the amount of _____ percent (_____%) of the
574 gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof of any property as an
575 addition, expansion, or substitution for the Property during the Term of this Lease, any renewals thereof, or within one
576 (1) year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which
577 otherwise Broker would have been due under this Lease.

578 **27. Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such
579 exhibit conflicts with any preceding paragraph, said exhibit shall control.

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588 **28. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

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☐ (Mark box if additional pages are attached.)



623 **LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you**
624 **have questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator**
625 **is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.**

626 **IN WITNESS WHEREOF**, the parties hereto have set their hand and seal.

627 The party(ies) below have signed and acknowledge receipt of a copy.

628 _____	_____
629 TENANT	TENANT
630 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
631 Date	Date
632 _____	_____
633 PRINT/TYPE NAME	PRINT/TYPE NAME
634 _____	_____
635 LANDLORD	LANDLORD
636 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
637 Date	Date
638 _____	_____
639 PRINT/TYPE NAME	PRINT/TYPE NAME
640 Emergency # for repairs _____	Emergency # for repairs _____

641 The party(ies) below have signed and acknowledge receipt of a copy.

642 _____	_____
643 BY: Broker or Licensee Authorized by Broker	Leasing Broker/Firm
644 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
645 Date	Date
646 _____	_____
647 PRINT/TYPE NAME:	PRINT/TYPE NAME

648 The party(ies) below have signed and acknowledge receipt of a copy.

649 _____	_____
650 BY: Broker or Licensee Authorized by Broker	Listing Broker/Firm
651 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
652 Date	Date
653 _____	_____
654 PRINT/TYPE NAME:	PRINT/TYPE NAME



EXHIBIT A – Legal Description of the Property

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