

# Brookhollow Sign LEASE AGREEMENT

## 1. IDENTIFICATION OF PARTIES AND PREMISES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the following named persons and/or businesses:

\_\_\_\_\_ (herein called "Tenants") and  
Brookhollow Office Park Association (herein called "Landlord")

Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenants, and Tenants rent from Landlord, the sign panel located at (B2 or B3) and panel as depicted in diagram below:

The panel to be used to advertise trade names of existing businesses within the Brookhollow Office with current and valid certificate of occupancy and for no other purpose. Signage to conform to and meet all requirements of the Brookhollow sign program (Exhibit A) as well as proper governmental authorities.

## 2. TERM OF THE TENANCY

The term of this Agreement shall commence on \_\_\_\_\_ for a period of **Twenty Four (24)** months expiring on \_\_\_\_\_. Should Tenants vacate before the expiration of the term, except for in the event business moves out of the Brookhollow Office Park, Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for Landlord's costs of advertising for a replacement tenant.

## 3. PAYMENT OF RENT

Tenants shall pay Landlord rent of \_\_\_\_\_ per month, payable in advance on the first (1<sup>st</sup>) day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. Rent shall be paid by personal check, money order or cashier's check only, to **AyZar Asset Management, 1516 Brookhollow Drive Suite B, Santa Ana, CA 92705**, or at such other place as Landlord shall designate from time to time.

## 4. LATE CHARGES AND RETURNED CHECKS

If rent is paid after the fifth (5<sup>th</sup>) day of the month, there will be a late charge of **10%** assessed. If any check given by Tenants to Landlord for the payment of rent or for any other sum due under this Agreement is returned for insufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge of **\$25**.

## **5. DEFAULT**

If rent is not received by Landlord by the tenth (**10<sup>th</sup>**) of the month, Tenant will be considered in breach of this agreement and in default. Landlord will then take all legal remedies available to him to eject Tenant and regain possession of the panel.

## **6. ASSIGNMENT AND SUBLETTING**

The panel shall be sublet for the purpose of advertising an existing Brookhollow Office Park business trade name with current and valid certificate of occupancy only after proper notification to the Landlord..

## **7. CONDITION OF THE PANEL**

Tenant shall submit to the Brookhollow Office Park Architectural Committee the copy and logo for the trade name to be advertised on the panel. Upon approval, Tenant shall furnish and install, at Tenant's sole cost and expense, copy and text on the panel leased. Tenant hereby agrees all installation to be conducted by professional and fully licensed sign vendor and in full compliance with the Brookhollow Office Park sign program, as shown on Exhibit A and proper governmental authorities. Tenant to remove sign upon vacating the panel and repair all damage caused by the removal.

## **8. INDEMNIFY AND HOLD HARMLESS**

**Tenants expressly release Landlord from any and all liability for any damages or injury to Tenants, or any other person, or to any property, occurring on the panel.**

Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Panel or from any activity, work or other things done, permitted or suffered by the Tenant in or about the Panel, and shall further indemnify and hold the Landlord harmless against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act of negligence of the Tenant, or any other officer, agent, employee, guest or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim.

Tenant, upon notice from Landlord, shall defend that same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or about the Panel, from any cause other than Landlord's gross negligence and Tenant hereby expressly waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty resulting from any accident in or about the Panel. Landlord and its agents shall not be liable for any loss or damage to person or property resulting from fire, explosion, gas, electricity, water or rain.

## **9. DATE OF OCCUPANCY**

Landlord makes no representation to Tenant as to the date upon which occupancy of the leased Panel shall be given to Tenant, and Tenant acknowledges that any costs or expenses incurred in preparation for taking possession of the Panel hereunder and/or in preparation for the commencement of Tenant's business operations to be conducted within the Panel, unless otherwise expressly provided for herein, shall not be deemed in reliance upon any estimations concerning the date upon which said possession might be given, or otherwise which are made by Landlord to Tenant, regardless of when said costs and expenses are incurred. Any statement of square footage set in this Lease, or that may have been used in calculating rental, is an approximation which Lessor and Lessee agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less.

## **10. NO REPRESENTATIONS OR WARRANTY**

Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the present or future suitability of the Panel for the conduct of Tenant's business, or that Tenant's proposed use of the Panel or its manner of operations are in compliance with applicable laws or governmental regulations. Landlord and Landlord's agent shall not under any circumstances be obligated to investigate or confirm the permissibility, propriety, or legality of Tenant's proposed use.

## **11. GENERAL PROVISIONS**

This document constitutes the entire Agreement between the Tenants and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenants have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

- A. **PLATS AND RIDERS.** Clauses, plats, riders, addenda and exhibits, if any, affixed to this Lease are part hereof.
- B. **WAIVERS.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such

preceding default at the time of the acceptance of such rent. Failure of Landlord to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Landlord shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Failure by Landlord to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord may collect and receive rent due from Tenant without waiving or affecting any rights or remedies that Landlord may have at law or in equity or by virtue of this Lease at the time of such payment. Institution of a forcible detainer action to re-enter the Leased Panel shall not be construed to be an election by Landlord to terminate this Lease.

- C. **JOINT OBLIGATION.** If there is more than one Tenant, the obligations hereunder imposed shall be joint and several.
- D. **MARGINAL HEADINGS.** The marginal headings and paragraph titles to the paragraphs of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.
- E. **TIME.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
- F. **SUCCESSORS AND ASSIGNS.** The covenants and conditions herein contained, subject to the provisions as to assignment apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.
- G. **PRIOR AGREEMENTS.** This Lease contains all of the agreement of the Parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding of any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This lease shall not be effective or binding on any Party until fully executed by both Parties hereto. Tenant warrants and represents that there have been no representations by any Lease Broker or any other person, which representations or statements have in any way induced Tenant to enter into this Lease or which have served as the basis in any way for Tenant's decision to execute this Lease except as expressly contained in this Lease.
- H. **INABILITY TO PERFORM** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to

fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, war, or any other cause beyond the reasonable control of the Landlord.

- I. **PARTIAL INVALIDITY.** Any provision of this Lease which shall prove to be invalid, void, and/or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- J. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall whenever possible, be cumulative with all other remedies at law or in equity.
- K. **CHOICE OF LAW.** This Lease shall bind the Parties, their personal representatives, successors, and assigns. The laws of the State of California shall govern this Lease.
- L. **ATTORNEYS' FEES.** In the event of any action or proceeding brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover the fees of its attorneys in such action or proceeding, including cost of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees, court costs and other related costs reasonably incurred.
- M. **NOTICES.** All notices and demands which may or are to be required or permitted by either Party on the other hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be sent by United States Mail, postage prepaid, addressed to Tenant at the address herein below, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, And/or to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

TO LANDLORD AT:

**AyZar Asset Management, 1516 Brookhollow Drive Suite B, Santa Ana, CA 92705**

TO TENANT AT:

- N. **AUTHORITY OF TENANT.** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation,

in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

- O. AUTHORIZATION: Each Party represents to the other Party that the person executing this Lease on its behalf has been duly authorized by such Party to execute and bind such Party to the terms and conditions contained in this Lease.

Brookhollow Office Park Association

\_\_\_\_\_  
**Landlord Representative**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
Date