



8247 Indy Court Indianapolis, IN 46214  
Phone: 317-271-1000 FAX: 317-271-1001

VER-010  
AMENDED 06-15-2007

**COMMERCIAL LEASE**

This lease is entered into on @ **REMEMBER TO "SAVE AS"** by and between Romar Concepts, LLC 8247 Indy Court Indianapolis, Indiana 46214, (Lessor) and @ \_\_\_\_\_ (All Lessees).

1. **Property Leased.** Lessor leases the following described property to lessee: @ \_\_\_\_\_ (@ \_\_\_\_\_ Sq. Ft. Office/Warehouse/Storage), Indianapolis, Indiana 46214 (the premises).

2. **Term.** The term of the lease shall be @ \_\_\_\_\_ (@\_) Year(s), and shall automatically renew for like periods, **unless lessee delivers by certified mail written notice of lessee's intent to terminate this lease at least sixty (60) days prior to the end of the term, or renewal thereof, of this lease. The sum of rent for each successive term of this lease shall be agreed upon in writing by the parties prior to the commencement of each successive term.** The term of this lease shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.

3. **Rent. Lessee without demand or notice shall pay a total rent of @ \_\_\_\_\_ and 00/100 Dollars (\$@ \_\_\_\_\_) in @ \_\_\_\_\_ (@\_) equal monthly installments of @ \_\_\_\_\_ and 00/100 Dollars (\$@ \_\_\_\_\_) per month for rental of the premises during the original term of this lease, each and every month on the **first (1st)** day of each month after the term of this lease commences, and each installment shall be paid in advance of the month for which that rental installment applies. If lessor does not receive the monthly installment by the **fifth (5th)** day of each month, lessee shall pay to lessor seventy-five and 00/100 Dollars (\$75.00), per unit leased, as a late charge in addition to the rental installment due. If the installment is not received by the **fifteenth (15th)** of the month, an additional fifty and 00/100 Dollars (\$50.00), per unit leased, will be assessed. A fifty and 00/100 Dollar (\$50.00) charge will be made on returned checks in addition to any late fees owed due to lessee paying late or due to returned check causing funds to be unavailable to lessor by **fifth (5th)** day of the month.**

**Initial** \_\_\_\_\_

4. **Use.** Lessee shall use the premises only as a manufacturing, warehouse service and / or office facility.

5. **Sub - lease and Assignment.** Lessee may not sub-lease the premises nor assign this lease without the express written consent of lessor.

6. **Condition of Premises. Damage Deposit.** Lessee accepts the property leased in its present condition. At the end of the term of this lease, unless renewed, lessee shall deliver up possession of the premises in the same condition (or better) they were in at the beginning of the original term of this lease. If lessee breaches this term, lessee shall pay to lessor the reasonable cost of bringing the premises back to the same condition that the premises were in at the beginning of this lease. Rent shall continue to accrue until all repairs are made to the satisfaction of the lessor, keys to the premises returned, and a final inspection has been made by lessor. Lessee shall pay the lessor a damage deposit at the beginning of this lease in the amount of @ \_\_\_\_\_ and 00/100 Dollars (\$@\_) paid on @ \_\_\_\_\_ with check number @ \_\_\_\_\_. This deposit is not rent, but may be applied, at lessor's sole option, to any outstanding monies owed to lessor by lessee for unpaid rent, invoices, or other charges incurred during the term of the lease, and shall be applied to any damage to the premises committed by lessee, or any failure of lessee to comply with the terms of this lease. The deposit does not limit lessee's liability to the amount of the deposit. Deposit will be returned, less any damages or other monies owed lessor by lessee, if any, to lessee within forty-five (45) days of vacating & returning keys and satisfactory inspection by lessor.

**Initial** \_\_\_\_\_

7. **Maintenance and Alterations.** Lessee is responsible for all inside maintenance at lessee's expense, including but not limited to HVAC, Electrical, Plumbing, Alarm, Data Lines, and Pest Control. Lessee shall not cause or permit any alterations, additions or changes of or upon any part of the leased premises without first obtaining the written consent of lessor. All alterations, additions or changes to the leased premises shall be made in accordance with all applicable laws and shall at lessor's sole option, become the property of the lessor. Lessor shall make all repairs necessary (unless the proximate cause of repair is necessitated by lessee or lessees invitees) to maintain the following:

a. The exterior and structural walls (excluding storefronts, doors, windows and glass & signs), structural floors (excluding floor coverings and floor drains), foundations, roofs, gutters, and exterior downspouts of the leased premises (excluding dock drains). b. All appurtenances (if any) to the leased premises including storage areas, passageways, sidewalks, driveways, parking areas and canopies. c. Water, sewage, gas and electrical lines from the public mains up to the point of entry to the leased premises and d. If the leased premises are an integral part of a larger structure, then to such portions of the structure which because of its state of disrepair adversely and materially affects lessee's use of the leased premises.

Lessee shall make all other repairs not required to be made by Lessor to maintain the leased premises in the same condition they were in (or better) at the beginning of the original term of this lease. Lessee shall heat leased premises, including the warehouse, to a minimum of fifty (50) degrees to protect the building and roof system. Lessee accepts the leased premises in their present condition.

8. **Laws, Insurance and Insurance Regulations.** Lessee shall comply with all laws and insurance regulations. If lessee's occupancy causes lessor's insurance costs to increase, then lessee agrees to pay any increase. Lessee agrees to implement any insurance and/or fire department or other government authority recommendations within ten (10) days of notification. **Lessee agrees to add lessor as an additional insured to their insurance policy and shall provide lessor with a copy of the policy showing the endorsement and insurance certificate showing lessor as**

**additional insured.** The policy must be comprehensive general liability in limits no less than \$250,000.00 per person and \$500,000.00 per occurrence. Lessor shall not be responsible for any loss to lessee's property. Lessee shall maintain any insurance necessary to protect lessor from any liability arising from lessee's business operations. Lessee shall, at lessee's expense, maintain a policy of insurance insuring the contents of the leased premises owned by lessee as well as the contents of others stored by lessee.

9. **Taxes.** Lessor shall pay all installments of real estate taxes on the leased premises due during the term of this lease based on \$@\_\_\_\_\_ cents per square foot of floor area. If during the term of this lease the property taxes attributable to the leased area increase, the lessee shall pay an additional monthly amount to offset any increase. Lessee shall pay all personal property taxes on lessee's property kept on the leased premises.

10. **Lessor's Right of Entry and Repairs.** Lessor may enter the premises to examine the premises' condition and to make repairs. Lessee agrees to cooperate and allow lessor or his representative to show leased premises to prospects by appointment when necessary to re-lease.

11. **Exculpatory Clause.** Lessor shall not be liable for any injury, loss, or damage to the person or property of lessee or of any third party that occurs on or about the premises, and that is caused by lessor's, lessee's, or any third party's negligence or breach of lease, contract, or warranty.

12. **Utilities.** Lessor does not furnish nor pay for utility services for the premises, including but not limited to, heat, gas, electricity, phone, sewer charges, alarm, or data lines. Utilities shall remain on and in name of lessee until the end of the term of the lease. If lessor incurs any cost by having to put utilities in lessor's name due to early disconnection of utilities, then lessee shall pay the amount incurred plus a twenty five (25) percent penalty. Some units have an alarm system. If a "false alarm" occurs, and a subsequent fee/fine is charged to Lessor by any Government or Local Authority, Lessee agrees to pay these fees/fines to the proper authority with-in 10 days of notification.

13. **Orderly and Neat Premise.** Lessee shall not store any items outside without consent of lessor. This includes but is not limited to skids, drums, raw materials, finished product, scrap steel, tires, crates, & building materials. Lessee shall not store outside any old, inoperable, or unlicensed automobiles, boats, campers, trucks, or vehicles of any kind, or any parts thereof. Lessee shall not permit trash, garbage, or any unsightly materials or property of any kind to be stored or accumulate anywhere on the leased premises. Lessor may, at lessor's sole option, dispose of any items stored outside, assess and charge hauling and disposal charges to the lessee at the location the items were removed from, regardless of ownership of such items.

14. **Obstreperous Behavior Forbidden.** Lessee(s) & lessee's employees shall not engage in loud, obnoxious, or riotous conduct that in any way disturbs the peace. Lessee agrees to do any soundproofing if necessary to limit the noise level of equipment if it becomes needed during the term of the lease.

15. **Parking, Dock Areas, and Other Outside Areas.** Lessee's parking for customers, employees, or other business related vehicles, shall be limited to the approximate@\_\_\_\_\_ (@\_\_\_\_) feet of parking area adjacent & contiguous with the leased premises. No vehicles shall be parked in the parking spaces of other tenants or in areas not specified for parking, without consent of lessor. Lessee shall not park large trailers, motor homes, semi tractors or semi trailers, including trailers used for storage, outside of leased premises without consent of lessor. At no time shall lessee or lessee's customers, employees, or other business related vehicles park on the grass. Lessee agrees to pay for any damages unauthorized parking may cause. Lessee shall not erect or place any structure outside of leased premises without the consent of lessor. Lessee shall not have any operations of any kind outside the leased premises except loading or unloading of materials. Lessor will impose a charge for any additional outside storage or parking that is not specifically provided in this lease or in a written agreement signed by both parties.

16. **Breach - Right of Possession.** If lessee violates or breaches any of the terms of this lease, including but not limited to, failing to timely pay the rent installments, then lessor shall have the right to declare the lease terminated, and enter and take possession of the premises. Lessee waives any right, if any, of notice.

17. **Breach - Indemnification.** If lessee violates or breaches any of the terms of this lease, then lessee shall become liable to, and indemnify lessor for, all expenses and damages, including reasonable attorney fees and/or collection costs, that lessor incurs and/or suffers in connection therewith.

18. **Signs.** Lessee shall not erect or display any sign without the prior written consent of lessor.

19. **Fire Extinguishers / Safety Equipment.** Lessee shall immediately purchase and mount at least two (2) (or more, if required by applicable fire and safety codes) ten (10) lb. ABC - type fire extinguishers, per unit leased, in separate conspicuous locations on the premises, within five (5) days of the lease date and further agrees to have them inspected annually. Lessee agrees to provide a fireproof cabinet to store any and all flammable liquids or materials that are used in the normal course of lessee's business. Lessee also agrees to provide any other safety equipment needed or required by any governmental authority (local or other). Lessee agrees to do anything within reason to prevent fumes from affecting other tenants including but not limited to caulking and installation of a filtered and vented through the roof exhaust/ventilation system. Lessee also agrees, at lessor's option, to remove the exhaust/ventilation system and restore affected walls, ceilings and roof to its original condition.

Initial \_\_\_\_\_

20. **Trash Receptacles/Dumpsters/Containers.** Lessee shall provide (an) adequate trash receptacle(s) approved by lessor for outside/inside storage of trash. Lessee shall store trash only in this (these) receptacle(s), and shall not allow trash to accumulate to or beyond the point at which it spills out of this (these) receptacle(s) in an unsightly manner. Outside trash receptacles must be approved by Lessor in writing before placing.

21. **Trash Burning.** Lessee shall not burn trash on the premises.

22. **Blocking Streets.** Lessee shall not block, or cause or allow to be blocked, any common streets, roads or alleys contiguous to the premises. Nor shall lessee allow anyone conducting any business with lessee to block any common streets, roads or alleys contiguous to the premises. However, in special circumstances, lessee may obtain the prior consent of lessor to temporarily block any common street, road or alley contiguous to the premises.

Lessor may grant or withhold consent at lessor's discretion.

23. **Modification of Incidental Terms.** Lessor may for good cause, including legitimate business reasons, modify or amend any of the terms of this lease, except those terms contained in paragraphs one (1), two (2), and three (3), by written notice to the lessee delivered at least thirty (30) days prior to the effective date of the modification or amendment.

24. **Termination by Lessor.** Lessor may terminate this lease for any reason effective upon the end of the term of this lease, or any renewal thereof, by delivering to the lessee at least thirty (30) days prior to the effective date of the termination written notice of intent to terminate.

25. **Non-Waiver.** Lessor's acceptance of lessee's less than complete or timely performance of the terms of this lease, or lessee's breach of any of the terms of this lease, shall not be construed as a forfeiture of lessor's right to subsequently demand complete or timely performance, nor shall it be construed as a waiver of any of lessor's rights under this lease.

26. **Subsequent Modification.** Subject to the provisions of paragraph twenty-three (23) this lease can only be modified by a writing signed by both parties.

27. **Attorney Fees.** If lessor has to employ or contract with an attorney or collections company to enforce any of the terms of this lease, then lessee shall become liable for and pay to lessor any reasonable attorney fees and/or collection costs that lessor incurs in connection therewith.

28. **Hold-Over.** If lessee holds over at the end of any term, or renewal thereof, lessee becomes a trespasser, bears no rights as a tenant, and the sum of rent stated herein triples for the period of the hold-over. Furthermore, lessee shall be liable for any loss, expense or damage that lessor incurs as a result of lessee's hold-over in addition to any other damages for which lessee is liable as set forth herein.

29. **Remedies Cumulative.** The remedies provided lessor, both by law and by this lease, are cumulative.

30. **Improvements and Betterment's Remain.** Lessee agrees and understands that all improvements, betterment's, fixtures, construction, additions, or remodeling of any kind, installed, constructed, or affixed to the premises by or on behalf of lessee shall remain on the premises and at lessor's option, shall become the sole property of lessor, free of any claim of lessee, from the date of construction, attachment, or installation, as the case may be, unless otherwise agreed to in writing by both parties.

31. **Landlord's Lien.** Lessee hereby grants to lessor a lien on the property, tangible, or intangible, including but not limited to, office equipment, equipment, tools, inventory, raw materials, emblements, furnishings, goods, appliances, machinery, motor, water and air vehicles, work in progress, stocks, bonds, securities, cash, receivables, choses in action, livestock, real estate, in which lessee has any interest, to the extent of unpaid rent, accrued or to become due, accrued unpaid late charges, and any damage to the premises (as measured by the cost of restoring the premises to the same condition they were in at the beginning of the original term of the lease). Lessee authorizes lessor to file financing statements signed only by the lessor.

32. **Environmental.** Lessee agrees not to store any, chemicals, oils, lubricants, or like materials outside including any used/empty containers or drums. Waste oil, antifreeze, or any other material stored in bulk (drums) shall be stored in EPA approved "Overpack" containers (drums shall be placed in overpack). Lessee agrees to hold harmless and indemnify lessor for any liability situation that might arise as a direct or indirect result of lessee storing environmentally unfriendly materials or waste on or about the property. Lessee agrees to cure any environmental liability - at lessee's sole expense - within ten (10) days of written notification by Lessor or any governmental authority. Lessee further agrees that Material Data Safety Sheets shall be available for inspection on all applicable materials, chemicals, or liquids that are stored on or about the premises. Tenant shall comply with all laws pertaining to the environment with respect to Tenant's use and occupancy of the Leased Premises.

33. **Severability.** If any term, covenant, paragraph, or provision of this lease is determined void, unenforceable, or unlawful, that term, covenant condition, paragraph, or provision shall be deemed stricken from this lease, and the remaining terms, covenants, conditions, paragraphs, or provisions of this lease shall remain in full force and effect, and this lease shall be construed, interpreted, enforced, and deemed valid to that extent.

34. **Sub-titles.** The title and sub-title are inserted for the convenience of the parties, and in no way affect, expand, limit, explain or describe the terms, covenants, conditions, paragraphs, or provisions of this agreement.

35. **Merger Clause.** This lease constitutes the entire agreement by and between the parties, and all collateral or contemporaneous agreements or representations are merged herein.

36. **Miscellaneous:**

a) Lessee agrees to make all rent checks payable to Romar Concepts, LLC.

37. **General Agreement of Parties.** This lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this lease except as may be permitted hereby. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.

The captions and article numbers appearing in this lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. No waiver by lessor of any default by lessee shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Lessor's acceptance of rent shall not be deemed a waiver as to any preceding

default. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

1. If to lessor at 8247 Indy Court, Indpls., IN 46214
2. If to lessee at @ \_\_\_\_\_ Indpls., IN 46214

Such addresses may be changed by either party by written advice as to the new address given as above provided. If there is more than one lessee, their obligation shall be joint and several. This lease shall not be recorded.

**38. Special Provisions:**

a) @ \_\_\_\_\_.

**Initial** \_\_\_\_\_

**IN WITNESS WHEREOF:**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Lessee:** @ \_\_\_\_\_  
**SSN:** @ \_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Lessee:** @ \_\_\_\_\_, **Personally**  
**SSN:** @ \_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Lessor or Its Agent**

