



SAMPLE COMMERCIAL LEASE

This rental agreement, hereinafter the (“Lease”), is entered into by and between the ABC Inc, a California corporation, hereinafter referred to as (“Lessor”) and _____, an individual, (“Lessee”). Landlord and Tenant may be individually referred to as “Party” or collectively referred to as “Parties” within this Lease.

Conditions Precedent: This Agreement shall not take effect, and Landlord shall have no obligation whatsoever, until Tenant returns a signed copy of this Lease and pays the Move-In Costs (defined below) called for in Paragraph VIII of this Agreement.

- I. Premises: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 123 A Street, Unit A, located in the City of San Diego, California County of San Diego, California, with zip code of 92101, as outlined in Exhibit A attached hereto. (the “Premises”) and generally described an approximately five thousand square foot office space, which is part of a larger office building. In addition to Lessee’s right to use and occupy the Premises as hereinafter described, Lessee shall have the non-exclusive right to any utility raceways or the building containing the Premises (“Building Common Areas” (as defined in Paragraph below)).
- II. Parking. Lessee shall have the right to have four (4) reserved parking spaces. Such reserved parking spaces shall be marked and be exclusive to the Lessee and for no other tenant of Lessor.
- III. Early Possession. If the Premises are available, Lessor shall tell Lessee in writing of such availability, and Lessee shall have the sole option to have the exclusive possession of the premises commencing on such earlier available date. If Lessee chooses to possess the Premises on such earlier date, Lessee shall pay additional rent for such additional days that Lessee possesses the Premises, prorated by the monthly rental amount.
- IV. Condition Lessor shall deliver that portion of the Premises contained within the Building (“Unit”) to Lessee clean and free of debris on the Commencement Date or the Early Possession Date described herein, whichever occurs first (“Start Date”), and, so long as the required service contracts described in Paragraph 9.2 below are obtained by Lessee, below are obtained by Lessee and in effect within thirty (30) days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (“HVAC”), shall be in operating condition on said date.
- V. Base Rent. Lessee shall pay Lessor base rent equal to Five Thousand Two Hundred Dollars (\$5,200) a month, payable on the first day of each month commencing on June 1, 2010.
- VI. Lessee’s Share of Common Area Operating Expenses. Lessee shall pay in addition to the base rent described above, two point one percent (2.1%) of an increase to Lessor for Lessee’s share of Common Area Operating Expenses.