

Chain store.

THIS LEASE is made this _____ day of _____ [year], by and between _____ Landlord, and _____, Tenant.

Definitions and formal terms are set forth on reverse side of this lease and constitute a part of this agreement.

The Landlord in consideration of the agreements herein contained does hereby demise, lease and let the following described premises situated in the Town or City of _____ and State of _____, generally described as, _____ (street address, if any) and legally described as _____ (legal description of premises, if used) together with the walks, appurtenances and rights of way thereto belonging.

This lease commences the _____ day of _____ [year], and shall continue to and including the last day of _____ [year], for a period of _____ year(s) and _____. The Tenant agrees with the Landlord to pay as rent for the above premises the sum of \$ _____ per month, payable in advance on the first day of each and every month during the full term of this lease at _____. The Tenant shall have the option, exercisable by written notice to Landlord at least 90 days prior to the end of original term of this lease, to extend the lease for a period of _____ years, upon the same terms and conditions as are contained herein.

The Landlord does covenant that the Tenant, on paying the rent and performing the covenants herein, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

The Tenant will keep the demised walks cleared of ice and snow. Tenant will not sell intoxicating beverages nor permit use of premises for any gambling or immoral practices. Tenant agrees to permit the Landlord or latter's agents or employees to enter premises at all reasonable times and to permit "For Rent" signs to be displayed during the sixty-day period before expiration of the lease.

If Tenant fails to pay the rent aforesaid when due, or fails to cure a default under any of the covenants herein contained within 30 days after written notice from Landlord of any such default, Landlord shall have the right to re-enter and take possession of the demised premises, and thereupon premises may be re-rented by Landlord, subject to provisions set forth below, for such rent and upon such terms as Landlord deems satisfactory and if a sufficient sum shall not then be realized monthly to satisfy the rent provided in this lease. Tenant agrees to satisfy and pay all deficiency monthly during the remaining period of this lease. The acceptance by the Landlord of any rental payment shall constitute a waiver of any and all past defaults by Tenant.

In the event of total or "constructive total loss" of premises from any cause including condemnation, this lease shall terminate. In the event of "substantial loss" from the above causes, Tenant may elect to terminate lease by written notice thereof to Landlord; in event of "partial loss," the building shall be repaired and restored by Landlord as expeditiously as possible; in either of the latter two events the rent shall be reduced or abated to the extent and while, the premises are unsuitable for business of Tenant.

Tenant will, at the end of this lease, quietly yield and surrender the aforesaid premises to the Landlord in as good condition and repair as when taken, reasonable wear and tear, and damage from accident and casualty excepted. Each of the Landlord and Tenant and any person or entity claiming by or through them hereby waives all right to recovery from the other, and its employees, agents or representatives for damage or loss to the contents or to the demised premises when such loss is covered by any of the perils included within a standard form of fire and extended coverage insurance.

Landlord warrants the structural safety of the demised premises and agrees to make and pay for all exterior and structural repairs to the building on the demised premises, and also to make and pay for necessary repairs to sidewalks adjacent; elevators; plumbing, wiring and electrical (not including light bulbs), air conditioning and heating installations; walks; floors; and plate glass.