

# COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“**Lease**”) is made and entered into as of the Lease Date specified on the attached **Schedule** (the “**Schedule**”), by and between **DIERINGER DEVELOPMENT GROUP, LLC**, an Ohio limited liability company (“**Landlord**”), and the tenant(s) (“**Tenant**”) whose name(s) appear on the Schedule.

## 1. Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the space described on the Schedule (the “**Premises**”), located in the Davis-Linden building at 400 Linden Avenue, Dayton, Ohio.

## 2. Term

The term of this Lease (the “**Term**”) shall commence on the “Starting Date” specified on the Schedule and end on the “Ending Date” specified on the Schedule. Landlord will use reasonable efforts to deliver possession of the Premises on the Starting Date, but shall not be liable for any losses or damages due to failure to do so. Tenant’s sole remedy for delayed occupancy is the abatement of rent from the Starting Date until the Premises is made available.

## 3. Rent

- **Monthly Rent.** The monthly rent (the “**Rent Amount**”) is set forth on the Schedule, payable on the first day of each month, in advance, beginning with the Starting Date. If the Lease starts mid-month, the first month’s rent will be prorated.
- **Payment Location.** Tenant shall pay rent to Landlord in person to the building office manager, to the building dropbox, or by mail to PO Box 284 Covington, OH 45318, or such other place designated by Landlord.
- **Late Fees and Interest.**
  - If Tenant fails to pay the Rent Amount by the 10th of each month, Tenant shall incur a \$50.00 late fee.
  - For **month-to-month leases**: rent not paid within **thirty (30) days** of due date may result in **immediate eviction**. Any outstanding balance not paid will accrue interest at **18% per annum**, compounded daily.
  - For **1-year leases**: Rent not paid within **thirty (30) days** after its due date will accrue interest at **18% per annum**, compounded daily; **two (2) months of unpaid rent** may result in **immediate eviction**.  
Acceptance of late fees does not waive any other rights of Landlord.

- **Form of Payment.** Cash, personal checks, certified checks, money order, and ACH payment are accepted. Landlord may require certified funds if prior payments were dishonored. Tenant must reimburse Landlord for any fees related to failed payments. Credit card payments are subject to processing fees.
- **No Setoff.** Tenant shall not set off, counterclaim, or otherwise deduct from Rent Amounts.

## 4. Security Deposit

Tenant shall pay the security deposit specified on the Schedule (the “**Security Deposit**”). Landlord may apply the Security Deposit to any unpaid rent, late fees, damages, repairs, or other costs relating to Tenant’s obligations. If any portion of the Security Deposit is used, Tenant must replenish it upon Landlord’s request, or be in default under this Lease. Any remaining Security Deposit after lawful deductions will be returned in accordance with Ohio law. Tenant must give **thirty (30) days’ notice** of intention to vacate and return Premises to the condition of acquisition to be eligible for the return of the Security Deposit.

## 5. Use of Premises

Tenant shall use the Premises for activities related to F1 and F2 use groups and for no other purpose without Landlord’s prior written consent. Tenant acknowledges that Landlord makes no representation regarding suitability or zoning for Tenant’s specific purpose.

## 6. Compliance with Laws

In its use and occupancy of the Premises, Tenant shall comply with all applicable laws, regulations, and orders of governmental authorities and with any non-governmental binding requirements (e.g., building regulations, association rules).

## 7. Quiet Enjoyment

If Tenant complies with all terms of this Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term.

## 8. Damage to Content

Tenant is solely responsible for damage or loss to all contents in the Premises, regardless of ownership or cause. Tenant waives any claim against Landlord for such damage or loss and must ensure its insurance policy includes a waiver of subrogation in favor of Landlord.

## 9. Public Liability and Property Damage

Tenant shall indemnify, defend, and hold Landlord (and its members, managers, employees, agents) harmless from any claims for bodily injury, death, or property damage arising from Tenant's occupancy or use of the Premises.

## 10. Insurance

Throughout the Term, Tenant shall maintain comprehensive general liability insurance in an amount specified in the Schedule (the "**Insurance Requirements**"), naming Landlord and its affiliates as additional insureds. The policy must be primary and noncontributory. Tenant must provide proof of insurance or certificates of insurance within ten (10) days of a written request from Landlord.

## 11. Repairs and Maintenance

- **Tenant's Obligations:** Tenant acknowledges the Premises condition as of the Starting Date. Tenant shall keep the interior (including walls, ceilings, floors, windows, and doors) in at least as good condition as upon commencement, normal wear and tear excepted.
- **Landlord's Obligations:** Landlord shall maintain the exterior of the Building, as well as any shared or common areas, in similar repair, normal wear and tear excepted.

## 12. Alterations and Improvements

Tenant must obtain Landlord's written consent before making any alterations or improvements. All permitted alterations (except removable trade fixtures) become Landlord's property upon Lease termination. Tenant shall indemnify Landlord against any mechanic's or construction liens arising from Tenant's alterations.

## 13. Utilities

**Waste Removal:** Dumpsters located in the courtyard are serviced weekly and are available for tenant use. Off-premise trash is not permitted.

**Electricity:** Electricity is included in the lease. However, if the Tenant's usage is deemed excessive, the Tenant will be responsible for paying the excess after receiving written notice from the Landlord. Failure to pay may result in the Landlord requiring the Tenant to reduce usage or possibly terminate the lease.

**Heating:** The building is heated by a central boiler. Temperature may vary between spaces. Please contact management if you experience any issues.

## 14. Entry for Inspection

Landlord and its agents may enter the Premises **during reasonable business hours** to inspect, show to prospective tenants/buyers, or make repairs. Landlord will try to give notice before non-emergency entry. In emergencies or imminent safety hazards, Landlord may enter at any time without prior notice.

## 15. Surrender of Possession

Upon expiration or termination, Tenant shall surrender the Premises in good condition (reasonable wear excepted). Any personal property left behind may be treated as abandoned and disposed of by Landlord without liability.

## 16. Significant Damage or Destruction of Premises

If the Premises is damaged but still tenantable, rent abates proportionally during repairs. If it is untenable (as determined by Landlord), Landlord may cancel this Lease or repair within 120 days. If Tenant or its agents caused the damage, Tenant bears the cost, and rent will not abate.

***Example of Application:** If damage occurs to 30% of the tenants studio due to events outside the Tenant's control, and the space can still be used for business, the Tenant's rent will be reduced by 30% during the repair period. However, if the damage is so severe that the entire Premises cannot be used, the Landlord has two choices: (a) end the Lease, or (b) repair the damage within 120 days and pause rent payments during this time. On the other hand, if the damage is caused by the Tenant, their employees, or guests, the Tenant must pay for all repairs and continue paying full rent, even if the space is unusable. The Landlord will decide if the Premises is "untenantable," meaning it can't be used for the Tenant's business.*

## 17. Eminent domain

If the entire Premises is taken by eminent domain, this Lease terminates on the date Tenant is required to vacate. If only part is taken and the remainder is insufficient for Tenant's use, Tenant may terminate. Any condemnation awards belong to Landlord, except for any portion specific to Tenant's personal property or relocation expenses.

## 18. Default

The Tenant is in default if they fail to pay rent or other amounts when due, violate any lease provision or incorporated rule/regulation, abandon the Premises, or become insolvent or bankrupt. Upon default, the Landlord may immediately accelerate all Rent Amounts through the end of the Term and re-enter the Premises. The Landlord may declare this Lease rescinded.

Any personal property left after abandonment may be disposed of by the Landlord without liability.

## **19. Rules and Regulations**

Tenant acknowledges receipt of the **Davis-Linden Building Rules and Regulations** (“**Rules**”), attached hereto and incorporated. **Violations of the Rules constitute a breach of this Lease.** Landlord reserves the right to modify the Rules upon prior written notice. In the event of a direct conflict between the Rules and this Lease, this Lease shall control unless the Rules impose a stricter standard that does not violate law.

## **20. Assignment; Sublease**

Tenant shall not assign or sublet the Premises without Landlord’s prior written consent, which Landlord may grant or withhold in its sole discretion. Tenant is not released from liability under this Lease even if an assignment or sublease is approved. If Landlord sells the Premises, it may assign this Lease without notice.

## **21. Assignment; Renting to Third Parties**

Tenant may rent or license use of the Premises to third parties on a short-term basis (e.g., photo studio rental) only if Tenant or Tenant’s employee is **present at all times**. No third party shall have keys or unsupervised Building access. All third-party invitees must park in designated visitor parking. Tenant remains fully responsible for such invitees’ conduct and any damage they cause.

## **22. Landlord Right to Cure**

If Tenant fails to perform any obligation, Landlord may (but is not obligated to) perform it and bill Tenant. Tenant shall reimburse Landlord immediately, and such amounts are deemed additional rent.

## **23. Indemnification**

Tenant shall indemnify, defend, and hold harmless Landlord and its members, managers, employees, and agents for claims or damages arising from (i) Tenant’s breach of this Lease, or (ii) Tenant’s negligence or misconduct.

## **24. Hazardous Materials**

Tenant shall not store or discharge hazardous substances in violation of law. Tenant shall complete the **Hazardous Material Log** for any compressed gas, flammable liquids, and/or other hazardous materials tenant plans to use in the Premises. Tenant shall promptly notify Landlord of any release or threatened release. Tenant indemnifies Landlord for any claims, fines, or cleanup costs arising from Tenant's breach. This indemnity survives Lease termination.

## **25. Security Interest**

Tenant grants Landlord a security interest in Tenant's fixtures, equipment, inventory, accounts receivable, and proceeds (collectively, "Collateral") to secure any amounts due. Landlord may file UCC financing statements to perfect its interest.

## **26. Subordination**

This Lease is subordinate to any existing or future mortgages on the Premises. Tenant agrees to execute any subordination, attornment, or estoppel certificates upon Landlord's request.

## **27. Non-Waiver**

Landlord's failure to enforce any provision is not a waiver of the right to enforce it later.

## **28. Governing Law**

This Lease shall be governed by Ohio law.

## **29. Binding Effect**

This Lease binds and benefits the parties and their respective successors and assigns.

## **30. Entire Agreement**

This Lease, together with its Schedule(s) and the attached Rules, contains the entire agreement. No changes are valid unless in writing, signed by all parties.

## **31. Joint and Several Liability**

If more than one Tenant signs this Lease, each Tenant is jointly and severally liable for all obligations.

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## Signature Page

### LANDLORD:

DIERINGER DEVELOPMENT GROUP, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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### TENANT(S):

1. \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

2. \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

If Tenant is an entity (e.g., LLC, Corporation):

Entity Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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### Schedule to Commercial Lease Agreement

- Lease Date: \_\_\_\_\_
- Tenant(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Premises: \_\_\_\_\_

- **Lease Type:**  
Month-to-Month  
1-Year
  - **Starting Date:** \_\_\_\_\_
  - **Ending Date:** \_\_\_\_\_
  - **Rent Amount** (per month): \$ \_\_\_\_\_
  - **Security Deposit:** \$ \_\_\_\_\_
  - **Insurance Requirement:**
    - **Per Occurrence:** \_\_\_\_\_
    - **Annual Aggregate:** \_\_\_\_\_
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### **Guaranty**

The undersigned guarantees all obligations of Tenant under this Lease, including any renewals or extensions. This guaranty is of payment and performance, not just of collection.

Guarantor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Guarantor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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