

STATE OF ALABAMA
MADISON COUNTY

Huntsville Small Business Incubator Lease Agreement

This lease agreement made this _____, by and between **Huntsville Small Business Incubator**, Hereinafter referred to as Landlord, and _____, Hereinafter referred to as Tenant,

WITNESSETH:

In consideration of the respective performances by the other of all the following terms, conditions and covenants during the term of this lease and any extensions or renewal thereof, Landlord and Tenant agree as follows:

1. Landlord hereby agrees to lease to Tenant those certain premises in Madison County, Alabama located at 117 Wholesale Avenue N. E., Huntsville, AL, 35811, Huntsville Small Business Incubator (suites _____).
2. The term of this Lease shall be for _____ Years at the rate of _____ per month, beginning _____ and ending _____. Lease will automatically renew for six months unless tenant notifies Landlord Thirty days prior to expiration of Lease.
3. The security deposit in the amount of _____ will be required.
4. Rent is due the first day of the month, _____. If rent is not received by the fifth day of the month, a late fee for \$25.00 will be levied plus a \$10 fee for each additional day thereafter.
5. Tenant shall keep the premises in as good an order and conditions as when delivered to them excepting ordinary wear and tear, damage by fire or acts of God.
6. Alterations and Improvements. Lessee shall make no alterations to the buildings or the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or upon sooner termination of this lease.
7. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
8. Dangerous Materials. Lessee shall not keep or have on the leased premises anything of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance compa-

ny.

9. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

10. The Landlord shall be responsible for and pay all utilities and shall keep plumbing, heating, lighting, janitorial, electrical equipment, ventilating and air conditioning equipment in repair, and any replacement thereof if necessary, shall be the obligation of the Landlord.

11. Tenant shall indemnify Landlord and save them harmless from and against any and all claims, liability and expense for damage to any person or property in, on, or about the leased premises, arising out of the acts or negligence of Tenant.

12. Landlord shall carry fire and extended coverage insurance on the leased premises. Contents Insurance will be the sole responsibility of the Tenant.

13. In the event the said premises shall be damaged by fire, flood, storm, civil commotion or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days from the date of such damage, Landlord shall forthwith proceed to repair such damage. If such repair shall not have been completed within one hundred twenty (120) days from the date of such damage, delays occasioned by causes beyond the control of Landlord excepted, this lease, may, at the option of the Tenant, be terminated. During the period of repair, Tenant's rent shall abate in whole or in part depending upon the extent to which such damage and/or such repair shall deprive. Tenant of the use of said premises for the normal purposes of business. In the event Landlord shall fail to promptly commence repair such damage, or, having commenced the same shall fail to prosecute such repair to completion with due diligence. Tenant may at Tenants option, upon (5) days written notice to Landlord, make or complete such repair and deduct the costs thereof from the ensuing installment of rent payable under this lease.

14. Landlord shall promptly pay, when due, all real property taxes on said premises or other special assessments lawfully levied against the premises.

15. Landlord shall give Tenant notice of any default tenant thereunder. If Tenant fails to pay any rent or other charges due thereunder, within fifteen (15) days after written notice of such default shall have been received by Tenant, or if Tenant fails to perform any other terms, conditions, or covenants for more than thirty (30) days after written notice of such failure shall have been received by Tenant, unless the cure of such failure requires more than thirty (30) days, and Tenant diligently pursuing such cure, Landlord shall then have the right to pursue any right or remedy, including the cancellation of this lease.

16. Tenant shall not assign this lease or sublet the premises or any part thereof for any reason without the prior written consent of Landlord.

17. Landlord shall have the right to sell said leased premises at any time and Tenant agrees to transfer the terms of this lease to the new owner.

18. The terms, conditions and covenants contained in this lease shall insure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, representatives, successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this lease in duplicate as of the day and year first above written.

IN THE PRESENCE OF:

LANDLORD:

TENANT: _____

DATE: _____

CONTACT INFORMATION:

Name: _____ Company Name _____

Address: _____

Phone: _____ Cell Phone: _____

Email: _____

SUITE ASSIGNMENT: _____

MEMO FOR TENANTS OF HUNTSVILLE SMALL BUSINESS INCUBATOR

Clean Up/Janitorial: It is your responsibility to keep your area clean. This includes the break room, meeting rooms, mailroom, etc. Since we give scheduled tours of the facility, we want guests to leave with a good impression! The janitor will clean your office on Tuesday, Thursday & Saturday. If you prefer not to receive this service, please inform me.

Conference Room: Please schedule usage of the conference room through Center Manager, Knegleshia Smothers, 3 days before your meeting. (256) 519-2084.

Kitchen: The kitchen/break room may be used at your liberty. However, please do not bother any products in the refrigerator or cabinets that you did not supply. Please make sure all appliances are turned off and the area is KEPT CLEAN, CLEAN!

Smoke Free: HSBI is a smoke free environment. If you or your guests have to smoke, please go outside on the patio, and NOT in the front of the building. Please inform your guest and patrons of this rule.

Safety: Please keep the Exit doors closed. If exit doors are open on the East side of the Bldg, a loud sound will go off for a period of 20 seconds.

Lights: Please be sure to turn off lights that you are not using and when you leave.

Parking: Please observe all parking instructions. The only reserved parking is for the handicapped. You may park in front of HSBI, Speakin' Out News or across the street in our additional parking area.

Signs: HSBI will supply the name of your business on your office entrance door, and on the street sign at the front of the building. Please do not hang anything on your door or in the hallway.

Mailroom: All mail will be distributed in the mailroom, please remember in your correspondence to make sure your business name and SUITE NUMBER are included on any mail. With ~ll mail coming to 117 Wholesale Avenue, without a complete address, this could be a postal nightmare! Please check your box daily.

Visitors: Please notify the front desk if you are expecting any visitors after normal business hours. The doors are locked promptly at 5:00 p.m. and this will eliminate any embarrassment if we are notified that guests are coming. This is for your security as well as other tenants.

Children and Pets: Children must be under adult supervision at all times. You are responsible for any damage caused by your visitors and/or their children. No pets are allowed in the building at any time.

Noise Pollution: Conversation is encouraged but please keep it to a low level. Voices tend to carry in a large facility.

Maintenance: Any repairs that are needed for your space are to be reported to the front desk. Please do not attempt the repairs on your own. We need to be aware of any and all problems you may encounter. Please see front desk for maintenance request forms.

Thermostats: The thermostats are pre-set to 72 degrees. You cannot change the temperature in your office. If the temperature is not comfortable, please inform the front desk.

Other Support Services: HSBI recommends the following business partners to aid in your business development. There is a charge for these services. However, the price determination is solely made between you and the business. Notary Service, Deloris Alsup Smothers, 508-3460; Malone's Telephones, Thomas Malone, 852-9113; Website design and maintenance, Demond Roberson, 604-8823; Accounting, Carl Fallin, CPA, 651-2486; Advertising, Speakin' Out News, 551-1020; Business Plan, Jerry Mitchell, NAAACC, 564-7574. In Case of Emergency: Call William Smothers during business hours at 551-1020, home 864-0137 or cell phone 603-3588.