

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Agreement") is made on 9/12/2023, by and between:

**Landlord:**

Tasha Stevens

**Tenant:**

Hayden Trujillo

### 1. LEASED PREMISES

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the commercial property located at 570 Broadway, Lynnfield MA 01940, including all improvements, fixtures, and appurtenances thereto (hereinafter referred to as the "Premises").

### 2. TERM

This Agreement shall commence on 10/12/2023 ("Commencement Date") and shall continue in full force and effect until 10/12/2028 ("Expiration Date") unless terminated earlier in accordance with the terms herein.

### 3. RENT

The Tenant shall pay to the Landlord a monthly rent of \$5500, payable in advance on the first day of each calendar month throughout the Lease Term.

### 4. SECURITY DEPOSIT

The Tenant shall deposit with the Landlord a security deposit of \$15000 which shall be held by the Landlord as security for the faithful performance of the terms of this Agreement.

## 5. USE OF PREMISES

The Tenant shall use the Premises solely for the operation of a commercial business and for no other purpose without the prior written consent of the Landlord.

## 6. MAINTENANCE AND REPAIR

The Tenant shall, at its sole cost and expense, keep the Premises and all improvements thereon in good condition and repair, ordinary wear and tear excepted.

## 7. TAXES AND UTILITIES

The Tenant shall be responsible for the payment of all real estate taxes, utilities, and other charges levied or assessed against the Premises during the Lease Term.

## 8. INSURANCE

The Tenant shall maintain, at its sole cost and expense, comprehensive general liability insurance with limits of not less than \$300000 per occurrence and \$600000 aggregate.

## 9. DEFAULT

If the Tenant fails to pay rent or breaches any other provision of this Agreement, the Landlord may terminate this Agreement and pursue any remedies available at law or in equity.

## 10. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Agreement or sublet the Premises or any part thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

#### 11. INDEMNIFICATION

The Tenant shall indemnify, defend, and hold harmless the Landlord from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the Tenant's use or occupancy of the Premises.

#### 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

#### 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Landlord's Signature:

[Signature]

Landlord's Printed Name:

Tasha Stevens

Tenant's Signature:

[Signature]

Tenant's Printed Name:

Hayden Trujillo

Date Signed:

[Date]