

STANDARD COMMERCIAL LEASE CONTRACT
FORM 48

Due at signing:

\$ 1st months

\$ last months

\$ utility

\$ due at signing

Parkway Properties
585 Cobb Parkway South Suite E-2
Marietta GA 30060
770-423-0049

THIS LEASE, made this _____ day of _____, by and
between Parkway Properties, _____, first party, (hereinafter called "Landlord");
and _____, second party, (hereinafter called "Tenant");

Marquis deposit : \$40.00

\$ _____

Contact: _____

WITNESSETH:

Premises

1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called premises), to wit: Suite _____, Artisan Resource Center
585 Cobb Parkway South, Marietta GA 30060

and being known as _____

No easement for light or air is included in the premises.

Term

2. To have and to hold the same for a term of Two years beginning on
the 1st day of _____ and ending on the last day of _____

Rental

3. Tenant agrees to pay Landlord, by payments to Suite E-2 Marietta, GA 30060
Agent of Landlord; who negotiated this lease, at office of Agent in _____, Georgia, promptly
on the first day of each month in advance, during the term of this lease, a monthly rental of

1. Month 1 through 12 - \$ _____
 2. Month 13 through 24 - \$ _____
 3. Month 24 through 36 - \$ See Stips
- *Also see Special Stipulations

Agent's
Commission

~~4. The commission to be paid in connection with this transaction has been negotiated between Landlord and Agent and Landlord agrees to pay Agent, as compensation for services rendered in procuring this lease, _____, and Landlord, with consent of Tenant, hereby assigns to Agent aforesaid commission. If the term of this lease is extended, or if new lease is entered into between Landlord and Tenant covering leased premises, or any part thereof, or covering any other premises as an expansion of, or substitute for, the premises herein leased, then in either of said events, Landlord, in consideration of Agent's having procured Tenant hereunder, agrees to pay Agent _____, under such extension, amendment, or new lease. Agent agrees that, in the event Landlord sells leased premises, and upon Landlord's furnishing Agent with an agreement signed by Purchaser assuming Landlord's obligations to Agent under this lease, Agent will release original Landlord from any further obligations to Agent hereunder. Tenant agrees that if this lease is validly assigned by him that he will secure from assignee an agreement in writing by assignee recognizing assignment held by Agent and agreeing to pay rental to Agent herein named during the term of this lease. Agent is a party to this contract solely for the purpose of enforcing his rights under this paragraph and it is understood by all parties hereto that Agent is acting solely in the capacity as agent for Landlord, to whom Tenant must look as regards all covenants, agreements and warranties herein contained, and that Agent shall never be liable to Tenant in regard to any matter which may arise by virtue of this lease. Voluntary cancellation of this lease shall not nullify Agent's right to collect the commission due for the remaining term of this lease. In the event that the premises is condemned, or sold under threat of and in lieu of condemnation, Agent shall, on the date of receipt by Landlord of the condemnation award or sale proceeds, be paid Agent's commission, reduced to its present cash value at the then existing legal rate of interest, which would otherwise be due to end the term contracted for under paragraph 3 above.~~

Purchase
of Property
by Tenant

~~5. In the event that tenant acquires title to the leased premises at any time during the term of this lease, any renewals thereof, or within six months after the expiration of the term hereof or the extended term hereof, then Landlord shall pay Agent a commission on the sale of the property of the Landlord in lieu of any additional rental commissions. Such sales commission, as negotiated between parties, is to be _____.~~

Utility
Bills

6. Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light, and heat bills, for the leased premises and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the leased premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay the same and such payment may be added to the rental of the premises next due as additional rental.

Use of Premises

7. Premises shall be used for Artists studio for purposes and no other. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to violate the insurance or increase the rate of insurance on premises.

Abandonment of
Leased Premises

8. Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for purpose herein leased until the expiration hereof.

Repairs by
Landlord

9. Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the premises (exclusive of all glass and exclusive of all exterior doors), and underground utility and sewer pipes outside the exterior walls of the Building, except repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

Repairs by
Tenant

10. Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building and other improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return said premises to Landlord at the expiration, or prior to termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

Elevators, (if any), are accepted by Tenant as in satisfactory operating condition on this date, and Tenant, at his own expense, shall maintain said elevators in good operating condition during the term of this lease, or any extension thereof.

Tax
Escalation

11. Tenant shall pay upon demand, as additional rental during the term of this lease and any extension or renewal thereof, the amount by which all taxes (including, but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the premises for each tax year exceeds all taxes on the premises for the tax year. 2021 In the event the premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the lease term. If such taxes for the year in which the lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis of determining the pro rata share, if any, to be paid by Tenant for that portion of the last lease year. Tenant's pro rata portion of increased taxes, as provided herein, shall be payable within fifteen days after receipt of notice from Landlord or Agent as to the amount due. The Agent's commission shall not apply to any such additional rental resulting from the provisions of this paragraph unless billing and collection thereof is handled by Agent at the request of the Landlord.

Destruction of,
or Damage to
Premises

12. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

Indemnity

13. Tenant agrees to indemnify and save harmless the Landlord against all damages to Tenant and to persons or property by reason of the use or occupancy of the leased premises or common areas, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

Governmental
Orders

14. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

Condemnation

15. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the lease as herein provided. Landlord agrees to pay to Agent, from the award made to Landlord under condemnation, the balance of lease commissions, reduced to then present cash value, as provided in paragraph 4 hereof, and agent may become a party to the condemnation proceeding for the purpose of enforcing its rights under this paragraph.

Assignment and
Subletting

~~16. Tenant may sublease portions of the leased premises to others provided such sublease's operation is a part of the general operation of Tenant and under the supervision and control of Tenant, and provided such operation is within the purpose for which said premises shall be leased as provided in preceding paragraph.~~ Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

Removal of
Fixtures

17. Tenant may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof, remove all fixtures and equipment which he has placed in premises, provided Tenant repairs all damage to premises caused by such removal. Also see Special Stipulations attached.

Cancellation of
Lease by Landlord

18. It is mutually agreed that in the event the Tenant shall default in the payment of rent, including additional rent, herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Reletting by Landlord	29. Landlord, as Tenants agent, without terminating this lease, upon tenant breaching this contract, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.
Exterior Signs	20. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.
Entry for Carding, etc.	21. Landlord may card premises "For Rent" or "For Sale" sixty (60) days before the termination of this lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.
Effect of Termination of Lease	22. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.
Mortgagee's Rights	23. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord.
No Estate in Land	24. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.
Holding Over	25. If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.
Attorney's Fees and Homestead	26. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.
Rights Cumulative	27. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.
Service of Notice	28. Tenant hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices hereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.
Waiver of Rights	29. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.
Time of Essence	30. Time is of the essence of this agreement.
Definitions	31. "Landlord" as used in this lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs, and representatives. "Landlord", "Tenant", and "Agent", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.
Special Stipulations	In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control: See attached Exhibit "A" Special Stipulations and attached Exhibit "B" Special Stipulations

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Signed, sealed and delivered as to Landlord, in the presence of:

_____	(Landlord)	for Parkway Properties (SEAL)
Notary Public	(Landlord)	(SEAL)

Signed, sealed and delivered as to Tenant, in the presence of:

_____	(Tenant)	(SEAL)
Notary Public	(Tenant)	(SEAL)

Signed, sealed and delivered as to Agent, in the presence of:

_____ (SEAL)

1. **PREPAID RENT:** Concurrently with the execution of this lease, Tenant shall pay Landlord the first and last months rental in advance. Landlord may use, apply, or retain (without liability for interest) during the term, the whole or any part of the last months' rental. Provided Tenant has complied with and is not in default of any of the terms of the lease, and Landlord has not applied said rental to past due rental, such last month's rental shall be applied to the last month of the term. If, for any reason other than relocation to another studio acceptable to Landlord within this same complex, Tenant ends this lease prematurely, with or without Landlord's agreement, the last months rental, and any remaining Utility Deposit (noted below) shall be retained by Landlord, and shall not be refundable.
2. **LANDLORD ASSIGNMENT:** This Agreement shall be assignable by Landlord to any partnership, limited liability company or other entity.
3. **UTILITIES:** A security deposit of \$400.00 is required for electrical service however if air-conditioning or other high use equipment used by Tenant at a future time, and electricity charges exceed \$400 per month collectively for two consecutive months, an additional amount of deposit may be required at that time based on Tenant's monthly bill. Utility charges will be billed monthly in arrears, payment is due within **10 days** of the invoice date. Payment made later than 10 days from the invoice date shall be subject to a 10% late fee, payable together with the utility payment. Service is subject to disconnection by Landlord if outstanding balance exceeds 30 days from date of bill. Landlord will give Tenant 5 days notice to remedy the default prior to disconnection. Notice may be given by any one of the following methods: via mail, e-mail, in person, or by posting notice at Tenant's suite address. All utility balances must be paid and an additional deposit may be required for power to be turned back on.

As additional rent Tenant shall pay promptly, as and when the same becomes due and payable, all charges, all sewer rents and all charges for electricity, gas heat, hot or chilled water and other utilities supplied the leased premises, and a pro-rata portion of common area utility costs based on a square footage ratio. Tenant agrees to purchase same from Landlord at the applicable rates charged to Landlord by the utility company supplying same to Landlord. Heating or air conditioning systems in place are considered to be in working operation and must be maintained by the tenant in good working order, which may include cleaning, filters changed on a regular basis, etc.

If this studio is on a shared meter, the utility bill will be divided among *leasing* Tenants. This bill may be based on square footage ratios, Landlord's estimation of Tenant use as it relates to others on the same meter, equal division, flat rate, or a combination of these. From time to time this rate may be adjusted, based on Landlord's observation that Tenant's use has varied from the expected amount. Charges will also be adjusted for use of electric space heaters, air-conditioning or equipment used by Tenant which draws more power as this appliance/equipment is not a consideration used in factoring the charge as set out in this lease. If a flat rate charge for utilities is established for this lease, the flat rate charge is based on information Tenant has given to Landlord about the nature of Tenant's business. If it appears that Tenant's bill runs higher than the average estimated, or that the nature of Tenant's business changes, the bill will be adjusted, and an additional amount of utility deposit may be required. At Landlord's option, Landlord may choose at some time in the future to meter this suite, and the flat rate provision will no longer apply.

Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes, sprinkler pipes, and fixtures. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substances of any kind shall be thrown therein. Tenant may be required to install a drain interceptor for sediment based on the nature of Tenant's use of studio.
4. **MAILBOX KEYS:** During lease term, mailbox keys are obtained from the US Postal service, and lost keys will result in a fee from the USPS (currently \$20.00), and Tenant must contact the Postal service directly for replacement. Repairs from damage to Post Box by Tenant's use will be payable by Tenant. Mail Service is subject to US Postal determination.
5. **SIGNAGE; MARQUIS PLACARD:** If Tenant chooses to use the hallway Marquis placard for their suite an additional \$40.00 sign fee will be paid with the execution of this lease. Tenant must use foam core or other mount for sign and repairs from damage to Marquis black placard or glass will be payable by Tenant. All Hall signage and all images on signage or Marquis placards presented by and for Tenant or Tenant's studio **must be preapproved by Landlord**, and must be "G" rated, including the hallway Marquis placard for this suite. The Landlord or agents of the Landlord may remove any images not approved that are placed on placards, or any signs not approved and affixed on the exterior of the Premises, or Interior of the Premises that can be seen from the exterior, or in the main hall common area as herein provided at any time without notice and without liability for damage.
6. **INSURANCE; WAIVERS; INDEMNITY.** Tenant shall obtain and provide on or before the earlier of the commencement of the term or Tenant's entering the Leased Premise for any purpose, and shall maintain at Tenant's expense: (1) commercial general liability insurance on an "occurrence" basis on with a deductible reasonably acceptable to Landlord, and with a combined single limit for bodily injury, death, property damage for products and completed operations, third-party bodily injury and/or property damage, contractual liability, personal injury and advertising injury, in an amount reasonably satisfactory to Landlord, but in no event less than \$1,000,000.00; such limit can be achieved by a primary policy or a combination of primary and umbrella/excess policies; (2) property casualty insurance for Tenant's property and all areas of the Premises that Tenant is responsible to repair, maintain or replace under this Lease at 100% replacement value; (3) worker's compensation and business interruption insurance; (4) such other insurance as may be carried on the Leased Premises and Tenant operation thereof, as may be determined by Landlord's insurance carrier or lender, as required of this Landlord. Tenant's insurance shall name Landlord (and its Manager if requested) as additional insured parties. Tenant's insurance shall be primary and any Landlord insurance shall be excess coverage. Upon Lease execution, Tenant shall provide certificates of insurance, additional insured endorsements and copies of policies. Tenant's insurance company shall confirm in writing its obligation to notify Landlord at least thirty (30) days before cancellation or a change of any such insurance policies. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

To the extent permitted by law, Tenant will indemnify, defend and hold Landlord, its officers, directors, partners, managers, members, shareholders, employees, agents, property managers, and representatives (each, a "Landlord Party"), harmless for, from and against any claims, costs, suits, liabilities, expenses, losses and actions, including reasonable attorneys' fees (collectively, "**Losses**") arising out of (a) any injury to person or damage to property on or about the Premises, Common Area, or Building containing the Premises ("Building") caused by Tenant, or its employees, agents, contractors, representatives or invitees (a "Tenant Party"), (b) any Tenant or Tenant Party act of negligence; (c) Tenant's use or occupancy of the Premises, Common Area, or Building; (d) Tenant's or any Tenant Party's conduct, activity, work or thing permitted in the Premises or Building; (e) any Law violation in the Premises or Building by Tenant or any Tenant Party; or (f) any Tenant or Tenant Party breach of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable to Tenant or any Tenant Party for any death, injury, loss or damage to any person or property caused by (1) theft, fire, act of God, public enemy, criminal conduct, third parties, injunction, riot, strike, insurrection, war, government act or court order, (2) acts of other Building tenants or adjoining property owners, (3) any matter beyond Landlord's control, (4) any repair or alteration of the Premises or Building, (5) any defect in the Premises or the Building, or (6) vermin, steam, rain, snow, ice, or water that may enter, leak into, or flow from any part of the Premises or Building, except to the extent the loss, damage or injury was caused by an act of gross negligence or willful misconduct of Landlord. This Section shall survive the expiration or termination of this Lease.
7. **SUITABILITY:** Landlord has made no representation or warranty as to the Premises or Building condition or suitability of the Premises for Tenant's business or intended purposes. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Tenant acknowledges that its use of the Premises is in its sole control and agrees to indemnify, defend and hold harmless the Landlord, its owners, its officers, directors, agents, employees, volunteers and guests (Releasees), against any and all damages to Tenant, his agents, invitees, and to persons or property by reason of the use or occupancy of the leased premises or common areas, and all expenses incurred by Landlord because thereof, with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, including attorneys' fees and court costs, to the fullest extent permitted by law. Tenant additionally agrees that RELEASE AND HOLD HARMLESS Waivers shall be signed by participants in activities provided by Tenant or Tenant's agents or invitees, and shall include a clause releasing and holding harmless Landlord Parkway Properties, owners and lessors of real property.

To the extent Tenant shall desire to use the Building structure for installation of its equipment it shall be Tenant's sole responsibility to ascertain that the structure is of sufficient strength to sustain such equipment.

SPECIAL STIPULATIONS 4/16/21 (pg. 2 of 2) Exhibit "B"

8. **ALTERATIONS BY TENANT:** Subject to the prior written approval of Landlord, Tenant may from time to time (if Tenant shall not then be in default), at its own expense, alter, renovate or improve only the non-structural and non-mechanical interior of the Leased Premises provided this same be performed in good and workmanlike manner, in accordance with accepted building practices and applicable laws, and so as not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located, and if approved an additional deposit may be required. Tenant must run sprinkler pendants into any ceiling structures created by Tenant, or any structure which could obstruct the current sprinkler head in studio. **PAINTING** of walls/ceilings: **Warehouse Ceilings and Trusses may NOT be painted.** Walls may be painted with light, neutral colors only. Dark colors **MUST** have Landlords permission, and an additional deposit may be required if allowed. Tenant may not penetrate the roof of the Premises to install equipment necessary for Tenant's Use without Landlords written permission.
9. **ADDITIONS / ALTERATIONS/ MAINTENANCE:** In the event Landlord shall in its discretion, hereafter determine during the term to erect additional structures, and stories to existing buildings, enlarge, reconfigure or reduce the center by addition(s) to the center of land and or buildings, conduct repairs, inspections or maintenance, then Tenant hereby consents thereto and to the performance of work necessary to effect the same and any inconvenience caused thereby, so long as said repairs, inspections, maintenance, construction or improvements do not prohibit the Tenant's ordinary course of business.
10. **COMMON AREAS:** Landlord hereby expressly reserves the right from time to time, to establish, modify, and enforce rules and regulations, with respect to the common areas, the center itself, and the use to be made thereof, and changes are effective with 24 hours' Notice. Unless given prior approval, Tenant must operate its business inside the leased premises, and must do so in a high class and reputable manner; public and private nuisances are prohibited. If in Landlords sole discretion, it is determined that a nuisance is being caused by Tenant or his invitees, employees, affiliates or associates, Landlord may immediately ban the offender(s) from the Premises. The Premises shall be kept in a clean, pleasant, sightly, sanitary and safe condition and free from loiterers. Tenant has use of Courtyard entrance doors for ingress and egress to access mail. If required by the nature and/or Tenants studio location, Tenant has use of common hall areas, common area restrooms, common entrance and loading doors for ingress and egress, however this access to the common hall areas is subject to sole discretion of Landlord, and access may be modified, limited or withdrawn with 24 hours' Notice. Any items that Tenant places outside the leased premises noted herein are done solely at the risk of Tenant. It is understood that all common areas outside of the Tenant's unit are for the common enjoyment of all Tenants. These areas must be respected and maintained in a clean, orderly fashion. Tenant bears responsibility for clean-up when these areas are dirtied by Tenant or his agents, and will incur a minimum penalty of \$100.00 fee per incident per day if not removed within 24 hours after notification by Landlord. Notice may be given by Landlord to Tenant by any of the following methods: mail, e-mail, text message, posting notice at Tenants Suite Address, in person, or Federal Express.
11. **HOLDOVER:** If options for additional terms are made available in this agreement, they must be exercised in writing via certified mail not less than **ninety (90) days prior to the expiration** of the then current lease. If, for any reason, Tenant remains in possession of Premises after expiration of the term hereof, with Landlords acquiescence and without any express agreement of Parties, Tenant shall be a Tenant at Will, and there shall be no renewal of this lease by law. The rental rate will automatically increase to the amount made available by any options, or, not less than 6%, or a rate determined by Landlord. All leases begin on the first day of the month, and any notice given by Tenant to Landlord of Tenants Notice of Intent to Vacate must be given sixty (60) days prior to the first day of the month notice is issued. All notices to vacate, given by Tennant to Landlord, must be made in writing and also via e-mail to artisanresourcecenter@gmail.com not less than three (3) days prior to the first of any month, and conclude a term by the last day of any following month (example notice may be given no later than June 27 for an August 31st exit).
12. If Tenant wishes to include artists from outside this center, to act as instructors, to exhibit, or during Artisan Resource Center group shows, they must be approved by Landlord. Use of the name **Artisan Resource Center** may be routinely used to indicate location, however permission must be obtained from Parkway Properties to use the name for any other purpose (including press releases, mailings, promo, Internet sites, Facebook, social media groups, etc.)
13. **LATE PAYMENTS:** Should Tenant fail to pay when due any installment of rent or any other sum payable to Landlord under the terms of this lease then interest at a rate of ten percent (10%) per annum shall accrue from and after the date on which any sum shall be payable, and such interest together with a late charge of five percent (5%) of the amount due shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.
14. **REPRESENTATIONS/WARRANTIES:** Tenant acknowledges that it has examined and inspected the leased premises and is familiar with the physical condition thereof. Tenant further acknowledges (1) that Landlord has not made and does not hereby make any representations regarding the physical condition of the premises and (2) that there are no warranties either expressed or implied, regarding the condition of the leased premises. Any warranties which may exist are hereby expressly released and waived. Accordingly, Tenant hereby agrees to accept the leased premises in its "**as is**" condition which shall be deemed to be acknowledged upon execution of this lease. Any physical improvements made by Tenant including but not limited to walls, doors, electrical wiring (including lighting fixtures which have been wired in), breakers, plumbing, doors, flooring, cabinetry, heating units etc., which are attached to the building may not be removed at the end of this lease without express written permission of Landlord. If permission is granted, premises must be returned to a safe useable state, or Tenant will bear responsibility and expenses incurred by Landlord to return space to a safe usable state. Tenant will return the studio to Landlord in a broom clean condition.
15. Tenant shall bear all responsibility and cost for control and exhaust of any fumes or waste produced by Tenants use of premises. Tenant shall bear all responsibility and cost for control of sound produced by Tenants use of premises and shall not disturb neighboring Tenants. Many walls are contiguous within this Leased Premises and Tenant agrees to keep music decibels down during regular hours of business until after 9:30 PM. If any complaints are received by Landlord, Tenant will immediately take whatever steps necessary to rectify the problem upon Landlords request. These steps may include sound proofing or adjusting of Tenants schedule.
16. This is a smoke free facility. Tenant agrees not to smoke on the rental premises and further agrees not to allow visitors or guests to smoke in the above described premises. Violation of any of the provisions in your No Smoking clause shall constitute a material default of the terms of the Lease Agreement and subject to the remedies and/or penalties concerning lease violations stated in the Lease Agreement. Tenant is responsible for the payment of all charges resulting from a smoking violation including, but not limited to smoke damage or the removal of smoke residue including painting, cleaning, carpet replacement.
17. Animals in the building are at the discretion of landlord, and approval must be requested in advance. Tenant will maintain control of animals, both sound and manners. Dogs are to be on leashes when outside of Tenants studio and must be effectively restrained and under the control of the owner. Tenant is responsible for clean-up of all pet waste. Pets shall not be permitted in the main common entry area, lobby area or areas with high public traffic. Pets shall be properly licensed. Violation of this clause shall result in a \$25.00 fine per incident, and pet privileges onsite may be withdrawn.
18. Tenant is required to maintain in this studio appropriate type and number of fire extinguishers. Type: ABC Dry Chemical Fire Extinguisher.
19. This lease is contingent upon verification and approval of lease application as submitted by Tenant. If Tenants residence address should change during the term of this lease, the new address and contact number will be given to Landlord within 10 days of the change.
20. Occupancy is for business purposes only, not for residential.
21. **EXPANSION/RELOCATION:** Tenant, if not in default, may seek to expand or relocate within the building to a space made available by a vacancy, however if the alternate location is made available due to a sublet of that space, or is a smaller space Tenant will remain responsible to sublet his own space unless otherwise agreeable to Landlord; additionally if this studio was leased contingent upon any build out or improvements by Landlord, Tenant may be subject to a buyout fee to make the relocation.
22. If Tenant shall at any time be in default hereunder, and Landlord shall deem it necessary to engage attorneys to enforce Landlords rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, Tenant will reimburse Landlord for the expenses incurred thereby, including but not limited to all court costs and attorney's fees.
23. **RENTAL RATE: Suite --** Rental per month payable in advance on the first day of each month. Rental rate does not include utilities.
Lease Effective : _____ through _____. All rentals will be paid without deduction of any claim of set off against rentals due.
Months 1 thru 24: \$ _____ per month
Months 25 thru 36 : Landlord may provide an Option for an additional one (1) year, not to exceed \$ _____ Per month by sending Notice to Tenant of availability of option 120 days prior to the expiration of the then current lease. Tenant must respond with acceptance, in writing via certified mail, not less than **ninety days prior to the expiration** of the then current lease to pick up the additional year option, and provide the \$____.00 difference in monthly rental deposit with that acceptance notification.