

Commercial Real Estate Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this day of 11/25/24, by and between Charles Perkins (hereinafter referred to as "Lessor") and Tim and Robin Storey (hereinafter referred to as "Lessee"). No other tenants are allowed without the written consent of the Lessor, or the execution of a new lease/rental agreement.

WITNESSETH:

WHEREAS, Lessor is the landlord of certain real property being, lying and situated in Milam County, Texas such real property having a street address of

1916 W Cameron Ave, Rockdale Texas 76567

The property is described as follows: A Commercial Building of 20' X 70' Constructed Of All Metal Exterior Walls And Roof, Concrete Flooring, A 8' X 7' Door, A 3' X 7' Walk Through Door, A 2' X 3' Framed Opening For A A/C Unit, A 4' X 4' Framed Opening For An Exhaust Fan, (2) 4' X 4' Windows located at (hereinafter referred to as "Premises").

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

TERM: The lease term begins on 11/25/24, (hereinafter referred to as "Commencement Date") and shall continue on a month-to-month basis Lessee shall vacate the premises upon termination of the agreement, unless both parties have extended this agreement or signed a new agreement. Either party may terminate by giving the other party a **30 DAY** written notice of intent to terminate.

RENT: Rent shall mean all monetary obligations owed from Lessee to Lessor under the terms of this Agreement, except for security deposit, if any.

(1)**Amount:** The total rent for the term hereof is the sum of **\$1,200 per month** for the term of the Agreement.

(2)**Due Date:** Rent money is payable on the first day of each month.

(3)**Payment Information:** All such payments shall be made to Lessor at Lessor's address listed here: 545 Northwood Cir, Rockdale Texas 76567 and any other location subsequently specified by Lessor in writing to Lessee, on or before the due date and without demand.

DAMAGE TO PREMISES: If by no fault of Lessee, Premises are totally or partially damaged or destroyed by fire, flood, storm, accident, civil commotion, or other unavoidable cause so as to render the Premises totally or partially uninhabitable, either Lessor or Lessee may terminate this agreement. Rent shall be at the prorated amount on a 30 day cycle. If damage occurs as a result or act of Lessee or its guests, only Lessor shall have the right of early termination and no reduction in Rent shall be made.

INSURANCE: Lessee's or guests' personal property and vehicles are not insured by Lessor against loss or damages due to fire, flood, storm, vandalism, theft, rain, water, criminal or negligent act of others, or any other cause. Lessee is advised to carry Lessee's own insurance to protect Lessee from any such loss or damage. Lessee shall comply with any requirement imposed on Lessee by Lessor's insurer to avoid an increase in Lessor's premium or Lessee shall pay the increase in premium or loss of insurance claims.

LATE CHARGES: Lessee acknowledges that late payment of Rent may cause Lessor to incur costs. Partial payments are not accepted unless prior written permission from Lessor. In the event that Rent is not paid in full by the **5th of the Month**, Lessee shall pay Lessor a **(late fee)** of **\$20.00 per day**. Late fees are deemed in addition to normal monthly rent.

RETURNED CHECKS: Lessee shall pay to Lessor a **\$35.00** returned check fee and if arbitration does not settle the cause for returned check, Lessee shall agree to pay all attorney's fees incurred by Lessor. The continued nonpayment shall be a breach of this agreement and at Lessors option may cancel this rental agreement.

USE OF PREMISES: The Premises shall be used and occupied by Lessee for the Lessee's purpose of carrying on any business, profession, or trade of any kind for any reason as long as it is not for illegal purposes.

KEYS, LOCKS: the Lessee shall be issued (1) key to the property by the Lessor at the signing of this agreement. In the event the Lessee chooses to Re-key any and all locks according to their security needs this will be at Lessee's expense. Lessee will provide Lessor a key for emergency entrance or abandonment only. If Lessor wants to inspect the premises, Lessor may do so during Lessee's normal business hours or any other time Lessee agrees in writing.

ALTERATIONS AND IMPROVEMENTS: Any and all alterations, changes and/or improvements built, constructed or placed on the premises by Lessee shall, unless otherwise provided by written agreement between Lessee and Lessor, be and become the property of Lessor and remain on the Premises at the expiration or termination of this Agreement.

HAZARDOUS MATERIALS: Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES: Lessee shall be responsible for arranging and paying for all utility services required on the Premises.

MAINTENANCE AND REPAIR RULES: Lessee will at its sole expense, keep, maintain and safeguard the Premises and appurtenances in good condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall: Not obstruct entryways which shall be made accessible at all times in the event of fire or flood for egress and ingress. Keep all lavatories, sinks, toilets and all other water plumbing apparatus in good order and repair and shall use the same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes, oil, grease or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped up plumbing resulting from misuse shall be borne by Lessee. Lessee shall deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be permitted to stand on the exterior of the building or within common elements for more than 12 hours per day.

NOTIFICATIONS: Lessee shall immediately notify Lessor of any problem, malfunction, or damage, Lessee shall be charged for all repairs or replacements caused by Lessee pets, guests or employees excluding ordinary wear and tear. Lessee shall be charged for all damages to Premises as a result of failure to report a problem in a timely manner. Lessee shall be charged for repair of drain blockages or stoppages unless caused by defective plumbing parts. Lessee agrees to comply with all Lessor's rules and regulations that are at any time posted on the Premises or delivered to Lessee. Lessee shall ensure that employees **shall not** use the Premises for any unlawful purposes including using, manufacturing, selling, storing or transporting illegal drugs or other contraband or violate any law or ordinance on or about the Premises.

INSPECTION OF PREMISES: Lessor shall have the right at all reasonable times during the term of this Agreement for the purpose of inspecting the Premises and any improvements thereon. In addition thereof, Lessor reserves the right to inspect for the purposes of making any necessary or agreed repairs, decorations, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or building. Lessor shall have the right to exhibit the Premises and to display the usual "For Sale", or "For Rent" signs on the Premises at any time. No notice is required in the case of an emergency.

SIGNAGE: Lessor permits Lessee to place Business signs anywhere on the Premises.

PETS: Pets are allowed at the Premises. Lessee shall be entitled to keep no more than (1) domestic dog on the Premises, unless otherwise written permission from Lessor.

INDEMNIFICATION: Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's guest(s), employees, agents or any person entering the Premises or the building of which the premises are a party of, or to goods, services rendered or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than (1) Lessee, each shall be individually and completely responsible for the performance of all obligations of Lessee under this Agreement, jointly with every other Lessee, and individually, whether or not in possession.

ABANDONMENT: If at any time during the term of this Lease Agreement, Lessee abandons the Premises or any part thereof, Lessor may at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable

to Lessee for damages or for any payment of any kind whatsoever. Following abandonment of the Premises by Lessee, Lessor shall consider any/all personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

ATTORNEY'S FEES: Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or agreements hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses incurred including a reasonable attorneys' fee.

WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

NOTICE: Notices may be served at the following addresses.

IF TO LESSOR: Charles and/or Donna Perkins
545 Northwood Circle
Rockdale, Texas 76567

IF TO LESSEE: Tim and/or Robin Storey
2008 Highland Ave.
Or
1916 W. Cameron
Rockdale, Texas 76567

GOVERNING LAW: This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

BINDING EFFECT: The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

MODIFICATION: The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

AGREED:

As to Lessor on November 25, 2024

Lessor: Charles Perkins and/or wife Donna

Signature:



Donna Perkins

As to Lessee on November 25, 2024

Lessee: Tim Storey and/or wife Robin Storey

Signature:

Tim R. Storey
Robin Storey

TIM R. STOREY
Robin Storey

Witness:

Eric Arell

