

Commercial Lease

This lease is made between 25, 27 & 45 Middle Street, LLC of Bristol, CT, herein called Lessor, and _____
_____ in called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Bristol, County of Hartford, State of Connecticut, described as **25 Middle Street, Bristol, CT 06010**, upon the following TERMS and CONDITIONS:

- 1. Term and Rent.** Lessor demises the above premises for a term of **five years** commencing on **June 1, 2022** and terminating on **May 31, 2027**, the “Lease Term”, at the monthly rental rate of:

Year 1 (6/1/22 – 5/31/23): \$1,600 per month

Year 2 (6/1/23 – 5/31/24): \$1,650 per month

Year 3 (6/1/24 – 5/31/25): \$1,700 per month

Year 4 (6/1/25 – 5/31/26): \$1,750 per month

Year 5 (6/1/26 – 5/31/27): \$1,800 per month

The Lessee will have right to renew the lease for an additional term of 5 years and 0 months (the “**Renewal Term**”) by giving the Lessor a Notice of Renewal not later than 30 days but no earlier than 90 days, prior to the expiration of the Lease Term (“**Renewal Period**”). The Renewal Term shall commence immediately upon the expiration of the Lease Term. In the event of the renewal of this Lease, the terms and conditions of this Lease shall remain in full effect for the duration of the Renewal Term unless otherwise agreed to in writing by the Parties. The monthly rent during each year of the Renewal Term shall be at the rate of **3%** above the prior year’s monthly rent.

Rent is payable in advance on the first day of each month for that month's rental, during the Lease Term and any Renewal Term. All rental payments shall be made by Lessee to Lessor, at the address specified below. Lessee to pay a late fee of **\$100.00** for each payment that is more than ten (10) days late and will further be in default of this lease.

- 2. Use.** Lessee shall use the premises for **a restaurant**. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- 3. Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including but not limited to, plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs and routine maintenance required, excepting the roof, exterior walls, structural foundations, and parking lot, which shall be maintained by Lessor.
- 4. Alterations.** Lessee shall not, without first receiving written consent of Lessor, make any alterations, additions, or improvements, in, to, or about the premises.

5. **Ordinance and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor and payment of \$1,500 assignment fee to Lessor. Any such assignment or subletting without consent and payment of the assignment fee shall be void and, at the option of the Lessor, the lease terminated.
7. **Utilities.** All applications and connections for utility services on the demised premises shall be made in the name of the Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for oil, gas, electricity, water, telephone, cable and internet services.

Lessee agrees to register any security alarm systems with the appropriate municipal departments (e.g. police and fire department).

8. **Entry and Inspection.** Landlord or landlord representative may enter the dwelling at reasonable times to make necessary repairs or changes that Landlord is required to make, or to supply the utilities or service that Landlord has agreed to supply. Landlord or landlord representative may also enter the dwelling at reasonable times to show the dwelling to possible or actual purchasers, mortgage lenders, prospective tenants, workman or contractors. Landlord will give Tenant reasonable notice of its intent to enter the dwelling. Tenant will not unreasonably deny Landlord the right to enter dwelling. Landlord or landlord representative may also enter the dwelling at any time without Tenant's consent in case of an emergency.
9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the Lease Term.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Bodily injury liability insurance with limits of not less than One Million (\$1,000,000) Dollars per person and Two Million (\$2,000,000) Dollars per occurrence insuring against any and all liability of the insured with respect to said premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Hundred Thousand (\$100,000) Dollars per accident or occurrence.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. Lessor will not provide insurance for any of Lessee's property or to cover any liability for accidents on the property.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent and any additional rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.
13. **Destruction of Premises.** In the event of a partial destruction of the premises during the Lease Term and any Renewal Term, hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premise be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), Then Lessor may terminate this lease on not less than 10 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter take possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. **Security Deposit.** Lessee will deposit with Lessor prior to the signing of this lease the sum of **Four Thousand and Eight Hundred Dollars (\$4,800.00)** as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall, on demand, deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the Lease Term and any Renewal Term.
16. **Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to N/A % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. **Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area. **N/A**
18. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection of such action, including a reasonable attorney's fee.
19. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
20. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.
21. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
22. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
23. **Radon Gas Disclosure.** As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in **NONE**. Additional information regarding radon and radon testing may be obtained from your county public health unit.
24. **Sale of property.** If Lessor sells the property, it shall not have any further liability to Lessee under this lease for any event that happens after Lessee receives written notice that the Lessor has sold the property. In addition, if Lessor sells the property, any security deposit which Lessee gives to Lessor will be assigned to the new owner of the property and Lessor shall not have further liability to return the security deposit to Lessee.
25. **Holdover:** If Lessee continues to occupy the premises with Lessor's consent after this lease ends, this lease will be on a monthly basis. In that case, either Lessee or Lessor can send a notice to cancel this lease at any time. During such period of occupancy, all the other terms of this lease will still apply. Lessee agrees to give a 30-day written notice to cancel and vacate the dwelling.
26. **Parking.** Lessee shall be limited to the parking of vehicles in the spaces immediately in front of the leased space in areas to be designated by Lessor. Any motor vehicle(s) parked in non-designated areas, or any improperly parked motor vehicles may be towed from the premises at the expense of the owner of the vehicle. No unregistered motor vehicle(s) are permitted on the premises at any time.
27. **Animals.** Lessee **shall not** be allowed to have animals or pets on the premises.
28. **Heat.** Lessee will maintain heat in the premises as to avoid any freeze damage to heating system, pipes and plumbing during winter months. If damage occurs, Lessee will be responsible for any and all damages. Lessee agrees not to use or maintain any portable heaters or "space heaters" within the premises.

Portable heaters which are prohibited include, but are not limited to; electric heaters, portable propane heaters or kerosene heaters.

29. **Locks.** Lessee must give Lessor keys to all locks. Locks may not be changed or new locks put in without written consent of the Lessor.

30. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 1st day of June 2022.

Lessee

By: _____ Date: _____

By: _____ Date: _____