

Commercial Lease Agreement — State of Texas

State of Texas

Monthly Rent: _____

Security Deposit: _____

Lease Type: _____ Lease

Start Date: _____

PARTIES & DESCRIPTION OF PREMISES

This Commercial Lease Agreement ("Lease") is made and entered into as of the start date of execution, by and between _____ ("Landlord"), having an address at _____, and _____ ("Tenant"), having an address at _____. Landlord hereby leases to Tenant the commercial premises located at _____, containing approximately _____ square feet ("Premises").

LEASE TERM & COMMENCEMENT

TERM: The term of this Lease shall be for _____ months, commencing on _____ and ending on the final day of the term, unless terminated earlier in accordance with the provisions of this Lease.

BASE RENT & SECURITY DEPOSIT

RENT: Tenant shall pay to Landlord base monthly rent of _____. Rent payments shall be due on the first day of each calendar month, without demand or set-off. On each annual anniversary of the commencement date, the base monthly rent shall increase by _____% of the base rent in effect immediately prior to such anniversary.

SECURITY DEPOSIT: Tenant shall deposit with Landlord the sum of _____ as a security deposit for the performance of Tenant's obligations under this Lease. In accordance with Texas Property Code Section 93.005, Landlord shall refund the security deposit to Tenant not later than the sixtieth (60th) day after the date Tenant moves out and provides a written forwarding address.

LEASE TYPE & EXPENSE ALLOCATION

LEASE EXPENSES (GROSS): This is a Gross Lease. Landlord shall be responsible for paying all real estate taxes, property insurance, and common area maintenance (CAM) costs associated with the Premises. Tenant shall pay only base rent and personal utility consumption.

ALTERATIONS & FIT-OUTS

ALTERATIONS: Tenant is strictly prohibited from making any physical alterations, renovations, or structural changes to the Premises.

DEFAULT & LANDLORD REMEDIES

LANDLORD REMEDIES & LOCKOUT RIGHTS: In accordance with Texas Property Code Section 93.002, if Tenant defaults in the payment of rent or abandons the Premises, Landlord may change the door locks of the Premises. Landlord must post a written notice on the front door stating the name and address of the individual from whom the key may be obtained, and the key shall only be provided during regular business hours upon payment of delinquent rent. Landlord's remedies shall strictly follow Section 93.002.

GOVERNING LAW & INTEGRATION

GOVERNING LAW: This Lease shall be governed by, and construed in accordance with, the laws of the State of Texas. Any disputes arising under this Lease shall be resolved in the courts of Texas.

This Lease constitutes the entire agreement between the parties and overrides all prior oral or written negotiations.

STATE-REQUIRED PROVISIONS

**TEXAS COMMERCIAL LEASE LOCKOUT & DEPOSIT CODE (TEX. PROP. CODE § 93.002):
LANDLORD MAY CHANGE LOCKS ON COMMERCIAL TENANT DEFAULT ONLY BY FOLLOWING
STATUTORY NOTICE RULES. LANDLORD HOLDS A STATUTORY BUILDING LANDLORD LIEN
UNDER TEX. PROP. CODE § 54.021. SECURITY DEPOSITS MUST BE REFUNDED WITHIN 60 DAYS
OF SURRENDER (§ 93.005).**

SIGNATURES

Signature

Landlord: _____

Date: _____

Signature

Tenant: _____

Date: _____