

# Arizona Property Management LLC

dba Barnaby Street Shoppes, 11340 W. Bell Road, Suite 128, Surprise, AZ 85378

## LEASE AGREEMENT AND DEPOSIT RECEIPT

Date: \_\_\_\_\_ Monthly Payment Start Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Product or Service Sold: \_\_\_\_\_

AZ Resale #: \_\_\_\_\_

Booth(s) #: \_\_\_\_\_ Booth(s) SF: \_\_\_\_\_ Rate/SF: \$2.00/month

Booth Cost: \$ \_\_\_\_\_ Electric Power and Security Charge (Required): \$ \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_ x 2.7% Tax: \_\_\_\_\_ Total Monthly Rent: \$ \_\_\_\_\_

Security Deposit (\$100 per each booth): \_\_\_\_\_ (Due at Time Signing of Agreement)

Total Monthly Charge Due On: \_\_\_\_\_

### Security Deposit Receipt

Unless otherwise noted in this Agreement, the Security Deposit will be returned to the Tenant within 14 days after the end of the 30 day notice period. Tenant must return all entry keys, badges, and other property of the Landlord prior to being issued Security Deposit. Security Deposit is subject to any late fees, unpaid rent, cleaning fees, or any other unpaid items due Landlord.

Received From: \_\_\_\_\_, hereinafter referred to as Tenant, the sum of \$ \_\_\_\_\_ dollars as Security Deposit.

Received By: \_\_\_\_\_

In the event that this agreement is not accepted by Arizona Property Management LLC (hereinafter referred to as Landlord), the total deposit received will be refunded and agreement will be voided. **Make checks payable to Arizona Property Management LLC.**

### Tenant Print and Sign - Terms and Conditions Accepted By:

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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## Agreement Terms

**1. DISPLAY AREA:** Each standard display area consists of a 8ft by 10ft space. A Tenant may combine one or more display areas. Each area will contain an electrical power outlet, a back slat wall for displaying products, and divided by a 42" slat wall partition. Tenant displays must pass Landlord inspection. If displays do not meet Landlord's requirements, display must be rectified within 5 days from Landlord's notification. If Tenant does not comply, then Tenant will be deemed not in compliance and removed from the Exhibit Area at Tenant's expense with no refund or recourse by Tenant and in no way will Tenant be released from this Agreement.

**2. DISPLAY SETUP AND REMOVAL:** Tenant may setup their display with Merchandise before or after posted Open for Business hours to the public. Tenant will be provided with Access Cards to the Exhibit area. No setup or take down of space should occur during Business Hours. Tenant may do their initial setup of their display area anytime 24 hours from their 1<sup>st</sup> day of business opening. Once notice has been given of contract termination, Tenant will remove all merchandise and their display material within 12 hours after close of business on the last day of this agreement's term. Upon removal, contracted Display Area must be left clean and free of debris. Any items remaining in the booth space or cleaning necessary to return the space to its original condition, will be charged to the Tenant. All remaining items will become the property of the Landlord.

**3. MONTHLY RENT:** The monthly rent includes the rental of the display area space, overhead lighting, security system, and cleaning of the common areas of the Exhibit Hall. Each Tenant is responsible for maintaining their own display area.

**4. LABOR:** Each Tenant is responsible for providing all necessary labor for their Display Area.

**5. TENANT STAFFING:** Tenants must staff their display areas during Business Hours as determined by the Landlord will be Wed-Sunday unless given written exception by the Landlord.

**6. DISPLAY OPERATION:** Only approved products or services may be sold from the Display Area. The Tenant shall hold harmless the Landlord from any and all damages or theft of Merchandise or material from their Display Area or other provided secured areas.

**7. EXHIBIT CARE:** Tenants are responsible for keeping their booth clean and orderly. Trash must be placed in outside trash bins only.

**8. DISPLAY AREA ASSIGNMENT:** Tenant shall not assign, sublet, or apportion the whole or in part of the Display Area assigned or have representatives, equipment, or materials from firms other than their own in the Display Area. Landlord has the right to re-assign booth space as needed.

**9. MUSIC/NOISE/ODOR CONTROL:** Music is prohibited as part of Tenant's display unless approved in writing. Any noise, electronic equipment or machinery operation that is deemed distracting to other Tenants will not be permitted. No cooking allowed.

**10. SECURITY:** Landlord will provide security monitoring 24 hours a day. Entrance will be accessed by electronic key for Tenants which will record all ingress and egress. Doors will be automatically locked to the Public during non Business Hours. Management is not responsible for theft or damage of Tenant's property

**11. INSURANCE:** Landlord has all required insurance coverage. Landlord's insurance does not cover Tenant's display area or merchandise. Tenant holds Landlord harmless from any claims.

**12. CANCELLATION:** This Agreement is a non-cancelable lease agreement. After the end of the lease term, a 30 day notice of termination is required by both Tenant and Landlord. Tenant is responsible for full payment of contracted Display Area and any other fees listed in this Agreement. Payment is to be paid in advance on the 1<sup>st</sup> day of each month and is non-refundable when paid. A 30 day notice must be given on the 1<sup>st</sup> of the month to cancel this contract once it becomes a month to month agreement. If notice is given on any day other than the 1<sup>st</sup> of the month, the 30 days notice will take effect the following 1<sup>st</sup> of the month. Termination notification must be in writing and delivered to a representative of the Landlord and the Tenant. Tenant will not dismantle their Display Area prior to the end of the 30 day written cancellation notice. Display dismantlement before the 30 day notice will result in legal ramifications at the Tenant's expense.

**13. NON-GUARANTEE:** Landlord makes no claim for product sales, attendance, exclusive privileges, and Tenant's successes.

**14. REGULATION COMPLIANCE:** Tenant shall use the premises in compliance with all present and future applicable Federal, State, and local statutes, ordinances, rules, and regulations.

**15. RIGHT TO REFUSE:** Landlord reserves the right to review and reject any application for Display Area without prejudice, at any time, without responsibility to that Tenant. Tenant acknowledges and agrees that Owner has final authority and approval of all uses on the premises and

violation of the Uses claimed above are grounds for immediate termination of this agreement.

**16. REPRESENTATION:** No representations are/have been made unless in writing.

**17. TENANT INSURANCE:** Tenant shall carry and maintain insurance during the period of contracted time frame in which they exhibit, including move-in and move-out days, and at his or her sole cost and expense, insurance coverage consisting of general public liability including bodily injury and property damage coverage to others. Tenant must carry a minimum of \$1.0 million insurance coverage for their personal liability and merchandise including theft coverage. **Arizona Property Management LLC must be listed as additional insured.** Tenant warrants that by signing this Agreement, they have complied specifically with the insurance requirements stated herein. Proof may be asked for and required at any time.

**18. FAILURE TO PERFORM:** Should Tenant fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by the Landlord, Tenant may be prevented from further exhibits therein with forfeiture of the Display Area. Landlord shall not be responsible to Tenant for any financial loss arising out of Tenant's use of the Landlord's space and its policy including power failure, utility failure, terrorism, bomb threat or undue "acts of God".

**19. SALES LICENSES:** Tenant is responsible for complying with all licensing and tax requirements.

**20. LATE PAYMENT/RETURNED CHECK CHARGE:** payments received after their due date will incur a \$25.00 late charge assessed immediately and 5% of total bill due on an accrued daily rate thereafter. After 5 days past due, Tenant and its employees will not be allowed on premises, and merchandise will be removed at Tenant's cost. Tenant agrees to pay all past due amounts before recovering merchandise or display material. There will be a \$25.00 charge on all returned checks in addition to any incurred late fees.

**21. INDEMNIFICATION:** Tenant shall indemnify, defend and save harmless Arizona Property Management, LLC and its employees, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the Landlord on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Tenant, its employees, agents or representatives in connection with or incident to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, Unemployment Disability Compensation Claims of employee of Tenant or claims under similar such laws or obligations.

**22. NON-EXCLUSIVITY:** Landlord is not responsible for same or similar type companies exhibiting and gives no Tenant exclusivity rights unless expressly agreed to by Landlord in writing.

**23. REQUIREMENTS TO EXHIBIT:** In order to rent space, Tenant must be in compliance with the required Regulatory and Licensing agencies, and/or be in good standing with local Business Information Organizations. Any Tenant that is not in good standing or has outstanding issues with any of the mentioned agencies will not be allowed to exhibit and all money paid is non-refundable. If compliance is not resolved within 5 days of notice to Tenant, Tenant will be required to vacate its Display Area and in no way will Tenant be released from 30 day notice requirement.

**24. TENANT CONDUCT:** Tenant and their employees must refrain from any alcohol and/or illegal drug use on the premises. Any action deemed to be unacceptable by Landlord will not be tolerated. Landlord reserves the right to terminate with a 7 day notice this lease for any conduct it determines as unacceptable at the Landlord's sole discretion.

**25. TENANT PARKING:** Tenants must park in designated Tenant parking areas only. No vehicles or other items will be allowed to remain after closing. No large display or marketing vehicles will be allowed to use the parking lot.

**26. ENTIRE AGREEMENT:** The return of a signed copy of this Agreement and Security Deposit shall constitute a binding contract and constitutes the entire agreement and may be modified only in writing signed by all parties. Tenant has read and agrees to the above terms and conditions, and acknowledges receipt of a copy of this Agreement.