

Commercial Lease

This lease is made on October 1st, 2016, between **Samuel & Connie Rogers**, Landlord

Address:

61 Main Street

Warrenton VA 20186

and **Fauquier County Dept of Economic Development**, Tenant,

Address: 35 Culpeper St

Warrenton, Virginia 20186

540-422-8270

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property: **8356 West Main Street, Marshall VA 20115. Suite A (Front office 1st Level) & Suite B (Back office 1st Level)**
2. Landlord agreed to lease to Tenant the above Real Property for a term of 18 months commencing **October 1, 2016**, and terminating on **March 31, 2018** at the total rental of **Thirty Four Thousand and Two Hundred Dollars** (\$34,200.00), payable in equal installments of **\$1,900** per month in advance on the first day of each month for that month's rental, during the term of this Lease. All rental payments shall be made to the Landlord at the address specified above. If any rental payment is not paid within 5 (five) days of its due date, the Tenant agrees to pay an additional late charge of 5% (five percent) of the rental due.
3. If Tenant is in full compliance with all of the terms of this Lease at the expiration of this term, Tenant shall have the options to renew the Lease for an additional term of 12 Months, with all terms and conditions of this Lease remaining the same, except that the rent shall be \$2,000 per month. If the Tenant remains as tenant after the expiration of this Lease with the consent of the Landlord but without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by ninety (90) days written notice from either the Tenant or Landlord, and that the rent shall be \$2,000 per month.
4. The Tenant has paid the Landlord a security deposit of \$1,900.00. This security deposit will be held as security for the repair of any damages to the property by the Tenant. This deposit will be returned to the Tenant within 10 (ten) days of the termination of this Lease, minus any amounts needed to repair the property, but without interest, unless required by state law.
5. The Tenant agrees to use the property only for the purpose of carrying on the following lawful business: Office Use
6. The Landlord agrees that the Tenant may install the following equipment and fixtures for the purpose of operating the Tenant's business and that such equipment and fixtures shall remain the property of the Tenant. All installations would be agreed upon by both parties prior to installation.
7. The Tenant has inspected the property and has found it satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior

of the property, including the roof, exterior walls, parking areas, landscaping, and building foundation. The ~~Landlord~~~~Tenant~~ shall also be responsible for the repair and upkeep of the interior of the property, including all electrical, mechanical, plumbing, heating, cooling, or any other system or equipment on the property. Tenant agrees to maintain the interior of the property and the surrounding outside area in a clean, safe, and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. Tenant also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the Tenant.

8. The Landlord agrees to pay for all necessary utilities for the property including electricity, water and sewer, and the current Comcast Internet plan.
9. The Tenant agrees not to sub-let the property or assign this Lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the Landlord reasonable access to the property for inspection and repair. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency. *The Landlord or its agent will need to access the front closet in the front office that holds the servers for the building and the Landlord's company.*
10. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing 30 days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this Lease with 30 days notice and in accordance with the state law. Upon termination of this Lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.
11. The Landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the operation of the Tenant's business. The Tenant agrees not to do anything that will increase the Landlord's insurance premiums and, further agrees to indemnify and hold the Landlord harmless from any liability or damage, whether caused by Tenant's operations or otherwise. The Tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that Tenant installs at the property. In addition, the Tenant agrees to carry business liability insurance, including bodily injury and property damage coverage, covering all Tenant's business operations in the amount of \$1,000,000 with the Landlord named as a co-insured party. Tenant agrees furnish Landlord copies of the insurance policies and to not cancel the policies without notifying the Landlord in advance. Tenant agrees to provide Landlord with a Certificate of Insurance which indicates that Landlord is a co-insured party and that Landlord shall be provided with a minimum of ten (10) days written notice prior to cancellation or change or coverage.

12. This Lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease to a mortgage or deed of trust for the Landlord.
13. This Lease may only be terminated by 90 days written notice from either party, except in the event of a violation of any terms or default of any payments or responsibilities due under this Lease, which are governed by the terms in Paragraph 10 of this Lease. The term of the Lease shall be subject to the lawful appropriation of the Board of Supervisors in succeeding fiscal years.
14. Tenant agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, Tenant shall be responsible for all costs incurred by Landlord in connection with such action, including any reasonable attorney's fees.
15. As required by law, the Landlord makes the following statement: "Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."
16. The following are additional terms of this Lease: Landlord will pay all utilities to include: Water, Sewer, Electricity, current Wifi Plan; The Tenant can have 5 dedicated parking spaces in the paved parking lot. Free street parking is also available. Prior to commencement of the lease, Landlord shall make the Leased premises including restroom facilities handicapped accessible in compliance with the Americans With Disabilities Act and provide the required number of handicapped accessible parking spaces to Tenant.
17. The parties agree that this Lease, including the following attachments :

Schedule A: Landlord agrees to allow Tenant to utilize existing furniture currently located upstairs as needed. (pictures & details attached attached)

This is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the Commonwealth of Virginia.

Signature of Landlord

Samuel & Connie Rogers
Printed Name of Landlord

Signature of Tenant

Fauquier County Dept of Economic Development
Printed Name of Tenant