

## WILLIAMSBURG SQUARE VIRTUAL OFFICE

### Lease Agreement

BARON MANAGEMENT, LLC (Lessor) hereto leases to \_\_\_\_\_ (Lessee), and Lessee hereby leases from the Lessor, those specific Williamsburg Square Virtual Office Services (the "Services") as more specifically described on the attached "Exhibit A". Those Services will be made available to the Lessee at the Williamsburg Square Office Complex, 1643 Williamsburg Square, Lakeland, Florida (the Premises"). Additionally, the Lessor and Lessee agree that this Lease Agreement shall be governed by the terms and conditions stated herein and these terms and conditions may only be amended or modified by written agreement between the parties.

### Term:

The initial term of this lease shall commence on \_\_\_\_\_ and shall continue on a month to month basis until terminated by Lessor or Lessee with 30 days written notice. Lessor shall not have the option to terminate this lease during the first 6 months.

### Rental Amount:

The total rent be payable in equal monthly installments of \$\_\_\_\_\_ plus applicable sales tax with the first monthly payment being due on the signing of this Lease and a similar payment being due on or before the first day of each and every month thereafter for the remainder of this Lease. A late payment of ten percent (10 %) shall be added to any monthly payment if rent is not received by the Lessor within five (5) days of the date that the rent is due. All rent payments shall be made to the Lessor at the following address, unless indicated otherwise by the Lessor in writing:

Baron Management, LLC  
P.O. Box 2007  
Lakeland, FL 33806

### Security Deposit

A non-interest bearing security deposit of \$\_\_\_\_\_ shall be due upon the signing of this Lease. This security deposit shall be returned to the Lessee at the conclusion of the term provided the Premises and contents are in the same condition as they were upon signing of this Lease, less normal wear and tear, and all monies due Lessor have been paid. Lessor may, at its option and without prejudice to other remedies provided herein, apply said security deposit to remedy any rental default or for any other damages or liability caused to Lessor by Lessee or Lessee's employees, customers or guests. The amount of the security deposit is not deemed to be an advance rent payment nor a measure of damages in the event of default.

### **Services Provided:**

Lessor agrees to provide to Lessee the services set forth on Exhibit "A" and shall do so at the Premises, during regular business hours, and as long as Lessee is not in default under this agreement and is current with all rent payments. "Regular business hours" as used in this agreement means 9:00 a.m. to 5:00 p.m., Monday through Friday. However, Lessee shall be entitled to access the Premises 24 hours a day, 7 days a week.

### **Use of Rented Space:**

The Lessee agrees that the Williamsburg Square Office Complex shall be used solely for legitimate business purposes and at no time shall any activity be conducted which is illegal or which is detrimental to the safety or legitimate business purposes of the Lessor or any other Lessee or occupant of the Williamsburg Square Office Complex.

### **Other Terms and Conditions:**

The parties agree as follows:

1. Lessor shall be responsible for all ad valorem real property taxes related to the Premises as well as all utility charges.
2. Lessor will perform all maintenance and repairs to the Premises as it deems necessary, unless said maintenance and repairs are the result of the negligence of the Lessee or its employees, customers or guests, and Lessor will furnish, during regular business hours, electricity for lighting and normal office use, common restroom facilities, heating and air conditioning. Lessor shall not be liable to the Lessee for any damages for failing to furnish such services if such failure is beyond the control of the Lessor.
3. Lessee, and its employees, customers and guests, will not damage nor deface the walls, floors, carpeting, ceilings, or make any unlawful, improper or offensive use of the Premises, obstruct hallways and other common areas, nor commit any act which may damage the Premises or disturb the quiet enjoyment of any other Lessee.
4. Lessor shall have the right, at all reasonable times, to enter the any part of the Premises to inspect the same or to make such repairs and alterations as are necessary. Lessor shall have the right to show the Premises to prospective tenants at a time convenient to Lessee.
5. Lessee shall not assign this lease or sublet any portion of the Premises or not permit the use of the Premises or its Services by others without the prior written consent of Lessor.
6. Any notices hereunder shall be in writing and deemed duly given if delivered or mailed to Lessee's or Lessor's following addresses, or to such an address as has been specified in writing by either party:

Lessor: Baron Management, LLC  
P.O. Box 2007  
Lakeland, FL 33806

Lessee: \_\_\_\_\_

7. Lessor shall maintain a policy of casualty insurance on the Premises. Lessee shall maintain, at Lessee's expense, a policy of Liability Insurance, with single limits in the amount of \$\_\_\_\_\_, with said policy naming the Lessor as an "additional insured" and with Lessor being provided with proof of said insurance at all times. Lessee shall hold harmless and defend Lessor against any expense incurred, including attorney fees, as a result of any breach of Lessee, its employees, customers or guests of any agreement in this lease, or as a result of Lessee's use or occupancy of the premises, or the carelessness, negligence or improper conduct of Lessee, its employees, customers or guests.
8. Lessee agrees that any personal property brought into the Premises is done so at Lessee's own risk and if any loss/damage occurs, Lessor shall not be liable. Lessee shall maintain such policies of casualty insurance as it deems necessary for the personal property of the Lessee.
9. Any improvements/alterations desired by Lessee require prior written consent from Lessor. Upon expiration of this lease, all improvement/property left on Premises by Lessee shall be deemed conclusively abandoned and may, at the election of Lessor, be deemed to be the property of the Lessor or be removed by Lessor without consideration of Lessee.
10. If the leased Premises or any part thereof be damaged or destroyed by fire or other casualty so that the same shall be, in the sole opinion of the Lessor, rendered substantially unfit for use, then and in such case the rent herein shall be suspended or abated until the Premises shall have been put in proper condition for use, or this lease shall terminate at the election of the Lessor.
12. Neither this lease, nor any memorandum, short form or written notice thereof, may be recorded in any public record without the written consent of the Lessor.

**Default and Remedies:**

1. Lessee shall be in default if Lessee shall:
  - A. Fail to pay any rent or other financial obligation of Lessee to Lessor arising under of this lease within ten (10) days from when said payment becomes due.
  - B. Fail to obey or perform any other term or covenant contained in this lease within ten (10) days after written notice from the Lessor.

- C. Commits any act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, causes to be appointed, with or without the consent of the Lessor, a receivership, trustee or liquidator to oversee or dispose of any of the assets of the Lessee.
- D. Commit or fail to commit any act which results in jeopardizing the rights and safety of the Lessor or any other Lessee of the Premises.

2. Upon the occurrence of any of such events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease, in which event Lessee shall surrender the Premises to Lessor within five (5) business days. Lessor may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages therefore:

(b) Not terminate this Lease but rather enter upon and take possession of the Premises and, if Lessor so elects, make such alterations and repairs as may be necessary to relet the Premises, and relet the Premises or any part thereof for the account of Lessee, at such rent and for such term and subject to such terms and conditions as Lessor may deem advisable and receive the rent therefore. Upon each such reletting all rentals received by Lessor from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any loss and expenses of such reletting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder, and Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach;

(c) Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the costs of recovering the Premises, reasonable attorneys' fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remaining position of the Term, all of which amounts shall immediately due and payable from Lessee to Lessor, the foregoing liability to survive any termination of this Lease.

### **Guaranty:**

Any Guarantors executing this Lease agree, jointly and severally, to guaranty to the Lessor the timely payment of all sums due under this Lease as well as the performance of all other obligations of the Lessee to the Lessor under this Lease.

**Miscellaneous:**

1. Any action to enforce the terms of this Lease shall be brought in Polk County, Florida.
2. Lessee has inspected the Premises and is accepting them in an “as is” condition and as suitable for its purposes.
3. This Lease is binding on the parties as well as their successors, heirs and personal representatives.
4. This lease shall be governed by the laws of the State of Florida.

Executed by the parties as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessee: \_\_\_\_\_  
(Name)

Lessor: \_\_\_\_\_  
Baron Management, LLC

SAMPLE LEASE