

# LEASE

**Edwin McIntyre & Co., Inc.** an Alabama Corporation, Lessor agrees to lease to Anh Ho – Express Nails, Lessee, a building located at 406 West Front Street, Evergreen, Alabama to be used for the purpose of operating a Nail Salon. This lease is entered into on the 30th of January, 2012.

## I. Terms:

- A. Rent shall commence on April 1, 2012
- A. The terms of this lease shall run Three (3) years from the date it is executed with two (3) year options.
- B. Rent will be \$700.00 monthly, payable at the first of each month for first year of lease.
- C. Lessee agrees to pay the cost of purchasing Floor Tile, Lessor will pay cost of Floor installation labor. Lessee agrees to pay the cost of any and all materials needed for installation of water lines, drains and any equipment requirements. Lessor will pay the labor cost associated with installation of water and drain lines.
- D. If Lessee wishes during the duration of this lease to sublease space, Lessee must obtain written approval from the Lessor prior to subleasing.

## II. Renewal:

- A. Tenant is to provide 90 days written notice to landlord prior to lease termination to exercise renewal options.
- B. First Three (3) year option rent will be \$800.00 month with Escalator Clause of monthly rent increases of One Hundred Dollars each year not to exceed a monthly rent of \$1000.00.
- C. Second Three (3) year option rent will remain at \$1000.00 monthly.

## III. Maintenance:

- A. Landlord agrees to maintain roof and HVAC maintenance for the lease term.
- B. Tenant agrees to change air filters on a monthly basis and agrees that if the HVAC system is damaged due to neglect, tenant will be responsible for repair and or replacement.
- C. Landlord maintains general maintenance of common areas.
- D. Tenant agrees to maintain a clean environment not to offend other tenants.
- E. Tenant is responsible for broken glass unless caused by negligence of landlord.
- F. Lessor will give written notice of problems and will give thirty (30) days for correction of problems. The lease will become null and void if Lessor requires improvements and they are not carried out.

- G. Any repairs which have not been pre-authorized by Lessor shall be paid by Lessee.
- IV. Utilities:** Lessee shall pay for all utilities furnished to the demised premises during the terms of this lease and any renewal period thereafter.
- V. Signs:**
- A. Tenant may construct a road sign and place signs on building that would be conducive for business.
- VI. Taxes and Insurance:**
- A. Landlord agrees to insure building and premises for fire, wind and general liability. Landlord holds tenant harmless for outside liable occurrences under normal operations.
- B. Tenant agrees to provide insurance on tenants' property and hold landlord harmless with any liable act inside the store or liabilities arising from tenants' employees doing business outside said building.
- C. Lessee will be responsible to Lessor to maintain liability insurance protecting and holding harmless any and all acts that are incurred by Lessee due to accidents or death, \$1,000,000.00 minimum. A copy of proof of insurance shall be furnished to Lessor by Lessee
- D. Lessee will be responsible to reimburse Lessor only its prorated share of insurance and taxes during the duration of this lease. Lessor will furnish lessees with a bill for its prorated share.
- E. Lessee will pay all personal property taxes and assessments which may be levied by any governmental entity with respect to Lessee's merchandise, inventory, trade fixtures or business operations.
- VII. Default:**
- A. Tenant will be responsible for all costs upon default of said lease including legal fees.
- B. If landlord defaults on any terms of lease, landlord will be responsible for all costs including legal fees.[]
- C. Default is described as a failure to maintain this lease as provided by lease terms.
- VIII. Binding Effect:** This lease shall bind and insure to the benefit of the parties hereto, their heirs, successors, executors, administrators and assigns.
- IX. Additional:** The lessee can remove absolutely nothing from the building until January 30, 2015 or it will result into criminal prosecution.

Lessee:

*anh*

Anh Ho

Date: oct 1, 2013

Witness: *Justin Williams*

Lessee Contact Information:

Address 306 Martin Street  
Evergreen, AL 36401

Phone# \_\_\_\_\_

Fax # \_\_\_\_\_

Contact name: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Lessor: **Edwin McIntyre & Co. Inc.**

*Marc*

Marc McIntyre, President

Date: \_\_\_\_\_

Witness: *Justin Williams*

Lessor Contact Information:

1813 East Three Notch St.-physical address  
Post Office Box 28-mailing address  
Andalusia, Alabama 36420  
(334) 488-6319, (334) 488-3500