

# Table of Contents

<b>Introduction and Parties</b>	<b>4</b>
Introduction	4
Parties	4
Landlord	4
Tenant	4
Leased Property	4
<b>Lease Term and Renewal</b>	<b>5</b>
Lease Term	5
Renewal Option	5
Option to Renew	5
Notice of Exercise	5
Renewal Term Rent	5
<b>Rent and Payment Terms</b>	<b>6</b>
Base Rent	6
Payment Method	6
Rent Escalation	6
Late Payment	6
Sample Rent Escalation	6
<b>Security Deposit and Guarantees</b>	<b>7</b>
Permitted Use of Security Deposit	7
Security Deposit Return	7
Corporate Guarantee	7
<b>Tenant Obligations</b>	<b>7</b>
Maintenance and Repairs	8
Permitted Use	8
Compliance with Laws	8
Reporting Damage	8
<b>Landlord Obligations</b>	<b>8</b>
Property Maintenance	8
Utilities and Services	9
Access to the Property	9
<b>Use of Premises and Restrictions</b>	<b>9</b>
Permitted Use	9



Restrictions on Use .....	9
Alterations .....	9
Signage .....	10
<b>Maintenance and Repairs .....</b>	<b>10</b>
Tenant Responsibilities .....	10
Landlord Responsibilities .....	10
Repair Requests .....	10
Shared Areas .....	10
<b>Insurance Requirements .....</b>	<b>11</b>
Tenant's Insurance .....	11
Additional Insured .....	11
Proof of Insurance .....	11
<b>Assignment and Subletting .....</b>	<b>12</b>
Subletting .....	12
Assignment .....	12
Prohibited Assignees and Uses .....	12
<b>Default and Remedies .....</b>	<b>12</b>
Default .....	12
Tenant Default .....	12
Landlord Default .....	13
Remedies .....	13
Landlord's Remedies .....	13
Tenant's Remedies .....	14
Default and Cure Process .....	14
<b>Indemnification and Liability .....</b>	<b>15</b>
Tenant's Indemnification .....	15
Landlord's Indemnification .....	15
Waiver of Consequential Damages .....	15
Third-Party Claims .....	15
<b>Dispute Resolution .....</b>	<b>16</b>
Mediation .....	16
Litigation .....	16
<b>Governing Law and Miscellaneous Provisions .....</b>	<b>16</b>
Entire Agreement .....	16
Amendments .....	17



Waiver .....	17
Severability .....	17
Notices .....	17
<b>Execution and Signatures</b> .....	<b>17</b>
Lessor .....	17
Lessee .....	18
Notarization .....	18



# Introduction and Parties

## Introduction

This Commercial Lease Agreement ("Agreement") is made and effective as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Landlord"), and Acme Inc, a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Tenant").

## Parties

### Landlord

DocuPal Demo, LLC, the Landlord, is the owner of the property and enters into this agreement to lease the premises to the Tenant.

### Tenant

Acme Inc, the Tenant, desires to lease the property from the Landlord for use as a distribution center and agrees to the terms and conditions outlined in this Agreement.

## Leased Property

The Landlord hereby leases to the Tenant, and the Tenant hereby takes from the Landlord, the following described property (the "Premises"): A 5,000 sq ft warehouse space located at 123 Main Street, Anytown, USA, legally described as Lot 1, Block A, Anytown Industrial Park. The Premises shall be used by Tenant solely for the purpose of operating a distribution center.



# Lease Term and Renewal

## Lease Term

The term of this Lease shall be for a period of five (5) years. The Lease term will commence on January 1, 2024 ("Commencement Date") and shall terminate on December 31, 2028 ("Termination Date"), unless sooner terminated as provided herein, or extended as hereinafter provided.

## Renewal Option

### Option to Renew

Provided Tenant is not in default beyond any applicable cure period at the time of exercising its option to renew and at the commencement of the renewal term, Tenant shall have one (1) option to renew the Lease for one (1) additional term of five (5) years. The renewal term shall commence on the day immediately following the expiration of the initial Lease term.

### Notice of Exercise

If Tenant desires to exercise its option to renew, Tenant shall provide Landlord with written notice of such exercise no later than six (6) months prior to the Termination Date of the initial Lease term. If Tenant fails to provide Landlord with written notice of its election to exercise the option to renew within the time period set forth above, Tenant shall be deemed to have waived its option to renew.

### Renewal Term Rent

The annual base rent for the renewal term shall be at the then-prevailing fair market rental rate for comparable space in the Anytown, CA area. Such rental rate will be determined by Landlord, and communicated to Tenant within thirty (30) days of Tenant's election to renew. Tenant shall then have fifteen (15) days to either accept the new rental rate or reject the renewal option. Failure to respond will be considered a rejection. All other terms and conditions of this Lease shall remain the same during any renewal term, unless specifically modified in writing by both parties.



# Rent and Payment Terms

## Base Rent

The base rent for the Premises is \$5,000 per month. ACME-1 must pay this amount to Docupal Demo, LLC on the first day of each month.

## Payment Method

ACME-1 shall make all rent payments in lawful money of the United States. Payments can be made via check, electronic funds transfer, or other method agreed upon by both Docupal Demo, LLC and ACME-1.

## Rent Escalation

The base rent will increase by 3% annually. The first increase will take effect on January 1, 2025. For example, the monthly rent from January 1, 2025, to December 31, 2025, will be \$5,150.

## Late Payment

If ACME-1 fails to pay the rent within ten (10) days after the due date, a late fee will apply. The late fee is equal to 5% of the overdue amount. Docupal Demo, LLC has the right to charge this late fee.

For example, if the rent is due on the first of the month, and Docupal Demo, LLC receives it on the 12th, a late fee applies.

## Sample Rent Escalation

Year	Monthly Rent
2024	\$5,000
2025	\$5,150
2026	\$5,304.50
2027	\$5,463.64



# Security Deposit and Guarantees

ACME-1 must provide a security deposit of \$10,000. Docupal Demo, LLC will hold this deposit as security for ACME-1's performance of all lease obligations.

## Permitted Use of Security Deposit

Docupal Demo, LLC may use the security deposit to cover:

- Unpaid rent.
- Costs to repair damage to the property beyond normal wear and tear.
- Any other losses resulting from ACME-1's breach of this lease.

## Security Deposit Return

If ACME-1 fully performs all obligations, Docupal Demo, LLC will return the remaining security deposit within the period defined by applicable state law after the lease ends and ACME-1 vacates the property.

## Corporate Guarantee

As an additional condition, ACME-1's parent company, Acme Corporation, must provide a corporate guarantee ensuring ACME-1's obligations under this lease. The guarantee must be in a form acceptable to Docupal Demo, LLC.

# Tenant Obligations

ACME-1 must fulfill the following obligations during the lease term.

## Maintenance and Repairs

ACME-1 is responsible for maintaining the cleanliness of the leased premises. This includes regular cleaning and waste removal. ACME-1 will also manage pest control within the premises. ACME-1 is responsible for minor repairs, provided that each instance does not exceed \$500. Docupal Demo, LLC will handle repairs exceeding this amount.





## Permitted Use

ACME-1 will use the premises solely as a distribution center. Retail sales are strictly prohibited. The storage of hazardous materials is not allowed unless ACME-1 obtains and maintains all required permits. ACME-1 is responsible for securing all necessary permits related to its specific use of the property.

## Compliance with Laws

ACME-1 must comply with all applicable federal, state, and local laws. This includes adherence to all safety regulations and environmental laws. ACME-1 is responsible for ensuring its operations meet all legal requirements.

## Reporting Damage

ACME-1 must promptly report any damage to the premises to Docupal Demo, LLC. This includes reporting any incidents that could lead to damage. ACME-1 should provide timely notice for necessary repairs beyond its responsibility.

# Landlord Obligations

DocuPal Demo, LLC, the Landlord, agrees to fulfill the following obligations during the Lease Term.

## Property Maintenance

The Landlord is responsible for maintaining the structural integrity of the property. This includes all structural repairs. The Landlord will also maintain the roof. The Landlord will maintain the HVAC system, ensuring it operates efficiently.

## Utilities and Services

The Landlord will provide essential utilities to the property. This includes water services. Sewer services will also be provided. Trash removal services are part of the Landlord's obligations.





## Access to the Property

The Landlord has the right to access the property for inspections and necessary repairs. Except in emergencies, the Landlord will provide ACME-1 with 24 hours' notice before entering the premises. In the event of an emergency, the Landlord may enter the property without prior notice. The Landlord will always exercise reasonable care when accessing the property. The Landlord will aim to minimize disruption to ACME-1's business operations.

## Use of Premises and Restrictions

### Permitted Use

The leased premises shall be used solely for the storage and distribution of goods. ACME-1 agrees to conduct its business operations in a manner that does not disrupt or interfere with the quiet enjoyment of other tenants or occupants of the building.

### Restrictions on Use

ACME-1 shall not use the premises for any unlawful purpose, nor shall it conduct any activities that violate applicable laws, ordinances, or regulations. Furthermore, ACME-1 is responsible for ensuring compliance with all environmental regulations and zoning laws applicable to industrial use. No activities generating excessive noise, vibration, odor, or any hazardous materials are allowed without Docupal Demo, LLC's prior written consent.

### Alterations

ACME-1 shall not make any alterations, additions, or improvements to the premises without first obtaining the written consent of Docupal Demo, LLC. Any alterations made with consent shall be completed in a good and workmanlike manner and in compliance with all applicable building codes and regulations.

### Signage

ACME-1 may install signage identifying its business on the premises, provided that such signage complies with all applicable local ordinances and Docupal Demo, LLC's signage guidelines. The size, design, and location of all signage are subject to



Docupal Demo, LLC's prior written approval. ACME-1 is responsible for all costs associated with the installation, maintenance, and removal of its signage.

## Maintenance and Repairs

### Tenant Responsibilities

ACME-1 is responsible for maintaining the Leased Premises in good order and repair. This includes all routine repairs necessary to keep the property in a clean, safe, and operational condition.

### Landlord Responsibilities

Docupal Demo, LLC will be responsible for all major repairs to the Leased Premises. This includes, but is not limited to, repairs to the roof, foundation, and structural components of the building.

### Repair Requests

ACME-1 must submit all repair requests to Docupal Demo, LLC in writing. Docupal Demo, LLC will acknowledge receipt of the request within 48 hours. For major repairs, Docupal Demo, LLC will commence repairs within 14 days of the notification.

### Shared Areas

ACME-1 is responsible for maintaining the cleanliness of the shared loading docks. This includes removing any debris or waste materials promptly.

## Insurance Requirements

Tenant must maintain certain insurance policies during the lease term. These policies protect both Tenant and Landlord from potential liabilities and property damage.



## Tenant's Insurance

Tenant is required to obtain and maintain the following insurance coverage:

- **Commercial General Liability Insurance:** This policy must provide coverage of at least \$1,000,000 per occurrence. It should protect against bodily injury, property damage, and personal and advertising injury arising from Tenant's operations on the premises.
- **Property Insurance:** Tenant must maintain property insurance covering the full replacement cost value of all Tenant's personal property, trade fixtures, equipment, and inventory located on the premises. This insurance should protect against loss or damage from fire, theft, vandalism, and other covered perils.

## Additional Insured

Tenant's commercial general liability insurance policy must name DocuPal Demo, LLC as an additional insured. This ensures that Landlord is protected under Tenant's policy for liabilities arising from Tenant's operations.

## Proof of Insurance

Tenant must provide Landlord with a certificate of insurance evidencing the required coverage. The certificate must be provided to Landlord prior to the commencement date of the lease. Tenant must also provide a new certificate of insurance upon each policy renewal to ensure continuous coverage throughout the lease term.

# Assignment and Subletting

## Subletting

ACME-1 may sublet the Premises with Docupal Demo, LLC's prior written consent. This consent will not be unreasonably withheld. To request consent, ACME-1 must provide a written request to Docupal Demo, LLC. This request must include details about the proposed subtenant. It should also outline their intended use of the Premises.



## Assignment

ACME-1 shall not assign this Lease, or any interest herein, without first obtaining the written consent of Docupal Demo, LLC, which consent shall not be unreasonably withheld.

## Prohibited Assignees and Uses

Docupal Demo, LLC can deny consent if the proposed subtenant or assignee is a competitor of an existing tenant in the building. Additionally, any use of the Premises by a subtenant or assignee that violates applicable zoning laws is prohibited. ACME-1 is responsible for ensuring any proposed subtenant or assignee complies with these restrictions. ACME-1 will remain liable under the lease even if assignment or subletting is approved.

# Default and Remedies

## Default

### Tenant Default

The following constitute events of default by ACME-1 (Tenant) under this Lease:

1. Failure to pay any installment of Rent or any other sum due under this Lease when due and such failure continues for ten (10) days after written notice from Docupal Demo, LLC (Landlord).
2. Failure to comply with any term, provision, condition, or covenant of this Lease, other than the payment of Rent, and failure to cure such noncompliance within thirty (30) days after written notice from Landlord.
3. Abandonment of the Premises by Tenant.
4. The filing of a petition in bankruptcy by or against Tenant; or the appointment of a receiver or trustee for Tenant's assets.

### Landlord Default

The following constitute events of default by Docupal Demo, LLC (Landlord) under this Lease:



1. Failure to provide essential services to the Premises, including but not limited to water, electricity, and HVAC, which materially affects Tenant's ability to conduct its business.
2. Failure to comply with any term, provision, condition, or covenant of this Lease, and failure to cure such noncompliance within thirty (30) days after written notice from Tenant.

## Remedies

### Landlord's Remedies

Upon the occurrence of any event of default by Tenant and the failure to cure within the applicable cure period, Landlord shall have the following remedies, in addition to any other remedies available at law or in equity:

1. **Termination of Lease:** Landlord may terminate this Lease by giving written notice to Tenant. Upon termination, Tenant shall immediately surrender possession of the Premises to Landlord.
2. **Eviction:** Landlord may bring an action for eviction to remove Tenant from the Premises.
3. **Rent Recovery:** Landlord may recover all Rent and other sums due and payable under this Lease, including any Rent that accrues after termination of the Lease. Landlord will make reasonable efforts to mitigate damages.
4. **Other Damages:** Landlord may recover any other damages incurred by Landlord as a result of Tenant's default, including but not limited to costs of reletting the Premises, attorneys' fees, and expenses.

### Tenant's Remedies

Upon the occurrence of any event of default by Landlord and the failure to cure within the applicable cure period, Tenant shall have the following remedies, in addition to any other remedies available at law or in equity:

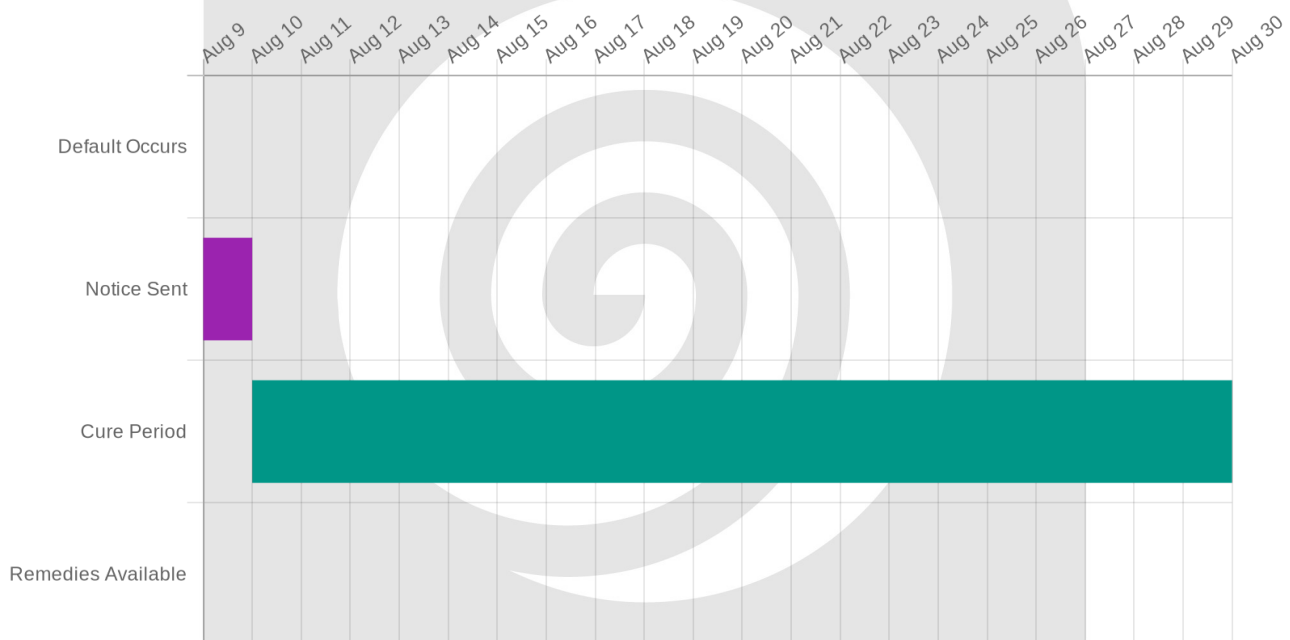
1. **Injunctive Relief:** Tenant may seek injunctive relief to compel Landlord to perform its obligations under this Lease.
2. **Damages:** Tenant may recover any damages incurred by Tenant as a result of Landlord's default, including but not limited to lost profits and relocation costs.



## Default and Cure Process

The following outlines the default and cure process:

1. **Event of Default:** A party fails to meet their obligations under the lease.
2. **Notice of Default:** The non-defaulting party sends a written notice to the defaulting party, specifying the nature of the default.
3. **Cure Period:** The defaulting party has a specified period to remedy the default (10 days for monetary defaults by Tenant, 30 days for non-monetary defaults by either party).
4. **Cure:** If the defaulting party cures the default within the cure period, no further action is taken.
5. **Failure to Cure:** If the defaulting party fails to cure the default within the cure period, the non-defaulting party may pursue available remedies.



## Indemnification and Liability

### Tenant's Indemnification

ACME-1 will protect, indemnify, and hold Docupal Demo, LLC harmless. This covers liabilities, damages, costs, or expenses. These must arise from ACME-1's use of the property. It includes the conduct of its business or from any activity, work, or thing



done, permitted, or suffered by ACME-1 in or about the property.

## Landlord's Indemnification

Docupal Demo, LLC will protect, indemnify, and hold ACME-1 harmless. This applies to liabilities, damages, costs, or expenses. These must result from Docupal Demo, LLC's negligence.

## Waiver of Consequential Damages

Neither party is liable to the other for any consequential damages. This includes lost profits or business interruption losses. This waiver applies regardless of whether the damages were foreseeable. It also applies regardless of the legal or equitable theory on which the claim is based.

## Third-Party Claims

Each party is responsible for its own acts of negligence. This applies to claims made by third parties. Neither party assumes responsibility for the other party's negligence in such claims. The obligations under this section survive the termination of this Lease.

# Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to solve any disagreements through good-faith negotiations.

## Mediation

If a dispute arises relating to this Commercial Lease Agreement, the parties must first try to resolve it through non-binding mediation before starting any litigation. The parties will jointly select a mediator. If they cannot agree on a mediator, each party will select a mediator, and those two mediators will select a third, who will serve as the mediator. The mediation will take place in Anytown, USA, unless both parties agree to a different location. Each party will pay half of the mediator's fees and costs.





## Litigation

If mediation does not resolve the dispute, either party may then start legal proceedings in the courts located in Anytown, USA. Both Docupal Demo, LLC and ACME-1 consent to the jurisdiction and venue of those courts for any dispute arising under this Commercial Lease Agreement.

## Governing Law and Miscellaneous Provisions

This Commercial Lease Agreement is governed by the laws of the State of [State Name].

### Entire Agreement

This Lease contains the entire agreement between Docupal Demo, LLC and ACME-1. It replaces any prior agreements or understandings, whether oral or written.

### Amendments

Any changes to this Lease must be in writing. Both parties must sign the written amendment for it to be valid.

### Waiver

If either party fails to enforce any provision of this Lease, it doesn't waive their right to enforce that provision later. Waivers must be in writing and signed by the party giving up the right.

### Severability

If a court finds any part of this Lease to be invalid or unenforceable, the remaining provisions will still be valid and enforced. The parties will try to replace the invalid provision with a valid one that has a similar effect.



## Notices

All notices related to this Lease must be in writing. Notices should be sent by certified mail or email with confirmation of receipt to the addresses listed in this Lease.

## Execution and Signatures

This Commercial Lease Agreement is executed as of the dates set forth below.

### Lessor

DocuPal Demo, LLC, a United States company

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

Name: [Name]

Title: [Title]

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

Address: 23 Main St, Anytown, CA 90210, USA

### Lessee

Acme, Inc, a United States company

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

Name: [Name]

Title: [Title]

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

Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA



## Notarization

The parties acknowledge that notarization is required for this Commercial Lease Agreement to be fully executed and legally binding. Each party shall arrange for their signature to be duly notarized by a qualified notary public in their respective jurisdiction.

**Instructions for Execution:** Each party should ensure that the individual signing on its behalf is duly authorized to enter into this Commercial Lease Agreement. Corporate entities should provide evidence of such authorization if requested. The date of execution should be recorded next to each signature.

