

## COMMERCIAL LEASE AGREEMENT

IT IS AGREED, on this \_\_\_\_\_ day of, by and between:

\_\_\_\_\_ (the "Landlord"), and

\_\_\_\_\_ (the "Tenants")

that the Landlord hereby rents to the Tenants, and Tenants hereby lease from the Landlord, the following- described premises situated in \_\_\_ County, Iowa, and legally described as follows, to-wit:

Locally known as.

\_\_\_\_\_  
Together with all improvements, easements, and rights associated with it (the "Rental Unit"), under the following terms, conditions, and provisions (the "Lease"):

### 1. TERM.

- a. The duration of this Lease shall be from, until and including \_\_\_\_\_.
- b. ~~Following, either party~~ may end this lease by providing written notice of their intent to terminate at least ninety (90) days before the upcoming rent due date. The lease will officially terminate ninety (90) days after the next scheduled rent payment date.

### 2. RENT. Tenants agree to pay rent to the landlord as outlined below:

- a. Tenants shall pay rent in the amount of \$\_\_\_\_\_ per month, beginning \_\_\_\_\_.
- b. **Rent must be paid on or before the first day of each month.**
- c. A late fee of \_\_\_\_\_% of the monthly rent amount after the day of the month shall apply to rent unpaid when due.
- d. If rent remains unpaid on the day of the month, the Landlord ~~has the~~ right to issue a Notice of Rent Default. Should the rent remain unpaid for three (3) days following the date the Notice is served (~~excluding~~ the day it was served), this Agreement will be considered terminated. The Landlord may then issue a Three-Day Notice to Vacate and initiate formal eviction proceedings in accordance with the Iowa Code.
- e. A fee of \$25.00 will be charged for any rent check that is returned due to insufficient funds, stopped by the Tenant before being processed, or otherwise not honored. In the event of a returned check, the Landlord may pursue a civil remedy under Iowa law and may be entitled to recover up to three times the face value of the check, as provided by law.
- f. Rent is to be paid to the Landlord at the address below or as otherwise directed.

### 3. UTILITIES. Utilities will be provided and paid for by the respective parties as outlined below. The Tenant is required to set up utilities in their name prior to the possession date.

The Tenant is advised to check the utility rates and billing history directly with the service provider. If the Tenant permits the utilities to revert to the Landlord before the tenancy ends, it will be deemed a default.

|                         | Landlord                 | Tenants                  |
|-------------------------|--------------------------|--------------------------|
| Electricity             | <input type="checkbox"/> | <input type="checkbox"/> |
| Gas                     | <input type="checkbox"/> | <input type="checkbox"/> |
| Water                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Sewer                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Garbage / Trash Removal | <input type="checkbox"/> | <input type="checkbox"/> |
| Telephone               | <input type="checkbox"/> | <input type="checkbox"/> |
| Janitorial              | <input type="checkbox"/> | <input type="checkbox"/> |

Throughout the lease term, the Tenant shall pay all utility charges promptly, ensuring they are not overdue, and shall prevent any such charges from becoming liens against the Rental Unit.

The Landlord will provide and maintain the air-conditioning equipment at their own expense. Similarly, the Landlord will supply and maintain the heating equipment at their own cost.

4. **POSSESSION.** The Tenant shall have the right to take possession on the first day of the lease term and shall return possession to the Landlord at the conclusion of the lease term, unless otherwise specified. If the Landlord is unable to provide possession on the specified date, the Tenant shall receive a pro-rata rent refund and may pursue a claim for damages resulting from the Landlord's failure to deliver possession.
5. **USE OF THE PREMISES.** The Tenant agrees to use and occupy the Rental Unit solely for office space and similar purposes. However, the Tenant may use the premises for other lawful activities with the Landlord's prior written approval, which will not be unreasonably withheld. The Tenant shall ensure that no illegal activities occur on the premises.
6. **ENDING OF LEASE AND TENANT DEFAULT.** This Lease will come to an end upon the occurrence of the following events:
  - a. Upon the completion of the lease term or the expiration of any option term(s) outlined herein, if such options are exercised.
  - b. After either party may end this lease by providing written notice of their intent to terminate, with at least ninety (90) days' notice before the next rent payment is due. The termination will take effect ninety (90) days from the next scheduled rent date.
  - c. In the event of a rent payment default, the Landlord must provide the Tenant with a written Notice of Default specifying the overdue amount. If the rent is not paid within three (3) days from the date the Notice is served (excluding the service date), this Agreement will terminate, and the Landlord may issue a Three-Day Notice to Quit and initiate judicial eviction proceedings in accordance with Iowa Code.

- d. If the Tenant defaults on any other terms of this Lease, the Landlord may choose to terminate the Lease. Prior to termination, the Landlord must provide the Tenant with a written notice outlining the default(s) and indicating that the Lease will be canceled and forfeited ten (10) days after the notice is given, unless the default(s) are corrected within that time frame.
  - e. If the Tenant is declared bankrupt or if there is a judicial sale or other transfer of the Tenant's leasehold interest due to bankruptcy, insolvency proceedings, or other legal actions (excluding death), and such bankruptcy, sale, or transfer is not reversed or annulled within ten (10) days of the Landlord notifying the Tenant, the Landlord may, at its discretion, immediately terminate this Lease. The Landlord may then reenter the premises after providing ten (10) days' written notice to the Tenant, to the extent allowed by applicable law.
  - f. If the Landlord accepts keys, advertises, or attempts to re-rent the property following the Tenant's default, such actions shall be considered solely as an effort to reduce damages, and not as an agreement to terminate the Lease.
7. **RIGHT OF EITHER PARTY TO CURE THE OTHER'S DEFAULT.** If either party fails to fulfill or comply with any terms, covenants, or conditions of this Lease, and such failure continues for thirty (30) days after written notice from the other party, the aggrieved party, in addition to any other legal remedies available, may, but is not required to, fulfill the obligation or correct the default. Any amounts paid to remedy the default shall be reimbursed immediately upon request.
8. **UPKEEP AND REPAIR OF THE PROPERTY.** The Tenant accepts the Rental Unit in its current condition. After taking possession, and until the lease ends and the Tenant vacates the premises, the Tenant, at their own cost, will maintain and care for the premises and the building on it in a reasonably safe and functional state. This includes the roof, structural components of the floors, walls, and other foundational elements of the building. The Tenant will provide their own interior and exterior decoration for the building. The Tenant will not allow or permit any damage or depreciation to the premises or building due to their actions or negligence, or that of their agents or employees. Specifically, the Tenant is responsible for repairs to the sewer, plumbing, water pipes, and electrical wiring. The Tenant is also responsible for the plate glass in the windows of the building and for maintaining the parking lot, driveways, and sidewalks on or adjacent to the leased premises. The Tenant may not make any structural changes or improvements to the building without the Landlord's prior written consent.
- The Tenant shall not use the premises for any unlawful purpose and agrees to adhere to all applicable regulations set forth by the Board of Health, local ordinances, the laws of the State of Iowa, and federal laws. However, this clause does not create any obligation for the Tenant to the general public. The Tenant will ensure that no trash or debris accumulates on the premises, including the alley, yard, or surrounding areas, and will remove it at their own cost. Additionally, the Tenant agrees to clear snow, ice, and other obstacles from the sidewalk on or adjacent to the premises.
9. **TENANTS IMPROVEMENTS.** The Tenant shall not make any significant changes or improvements to the premises without obtaining the Landlord's prior written approval, which shall not be unreasonably withheld.
10. **PEACEFUL POSSESSION.** The Landlord guarantees that they hold full ownership of the premises and that, as long as the Tenant pays the agreed rent and meets all Lease obligations, the Tenant will have the right to quietly occupy and enjoy the premises throughout the Lease term, without any interruption, eviction, or disturbance from the Landlord or any other party.

**11. RIGHT OF INSPECTION.** Despite the Tenant's right to peaceful enjoyment of the premises, the Landlord retains the right to access the premises at reasonable times for inspection and for purposes related to the Landlord's rights under this Lease.

**12. RETURN OF PREMISES UPON LEASE TERMINATION.** The Tenant agrees that at the end of this Lease, they will return the leased premises to the Landlord. The Rental Unit must be left in good and clean condition, with the exception of normal wear and tear, or any damage not caused by the Tenant's fault or negligence.

At the end of the Lease term, including any renewals, or within a reasonable time afterward as determined solely by the Landlord, the Tenant may remove any trade fixtures or equipment they have installed in the leased premises, provided the Tenant is not in default. The Tenant must also repair any damage caused by the removal of such items.

If the Tenant remains in possession of the premises after the Lease term has expired, and the Landlord continues to accept rent payments (without a written agreement for an extension or a new Lease), this will be considered a month-to-month extension of the Lease.

**13. ASSIGNMENT AND SUBLETTING.** The Tenant is not permitted to assign this Lease or sublease any portion of the leased premises.

**14. TAXES.** Any real estate taxes imposed by a lawful authority on the property, which would become delinquent if not paid during the Lease term, shall be the responsibility of the Tenant. The Tenant shall make payments directly to the Landlord, who will then remit the payment to the County Treasurer. The Tenant must ensure these payments are made to the Landlord before the taxes become delinquent.

**15. INSURANCE.** Throughout the Lease term, the Tenant, at their own expense, shall maintain insurance on the buildings and improvements located on the leased premises, in the name of the Landlord, covering risks such as fire, lightning, windstorm, and other perils typically included in extended coverage. The insurance must be provided by reputable and responsible insurance companies, acceptable to the Landlord, and authorized to operate in the State of Iowa. The coverage amount shall be determined by mutual agreement between the Landlord and Tenant, but it shall not be less than the full insurable replacement value of the property. Any insurance proceeds received shall first be applied toward repairing or restoring the damaged property, with any remaining balance of the proceeds being the sole property of the Landlord. The Landlord shall not be obligated to provide any additional funds beyond the insurance proceeds for repairs or restoration of the damaged premises.

**16. INDEMNITY AND LIABILITY INSURANCE.** The Tenant agrees to defend, indemnify, and hold the Landlord harmless from any and all losses, costs, damages, or expenses arising from any accident or event that causes injury or damage to persons or property, whether occurring on or near the leased premises, or resulting directly or indirectly from the Tenant's use or occupation of the premises or any part thereof, including any claims made by the Tenant or others associated with the Tenant. The Tenant further agrees to obtain and maintain at their own cost casualty and liability insurance through a reputable insurance company or companies authorized to do business in Iowa, with coverage amounts of at least \$ \_\_\_ for injuries to a single person, \$ \_\_\_\_\_ for any one accident, and \$ \_\_\_\_\_ for property damage, to protect the Landlord from any claims, damages, costs, or expenses related to injury to any person or damage to property on or around the premises during the term of this Lease. The Tenant shall provide the Landlord with certificates or copies of the insurance policies, naming the Landlord as an additional insured, and including a provision for fifteen (15) days' notice to the Landlord prior to cancellation of the insurance. These documents must be delivered to the Landlord within twenty (20) days after the Lease term begins

- 17. FIRE AND CASUALTY.** If the leased premises are partially destroyed or damaged in a way that disrupts business operations or prevents normal business activities, and such damage can be reasonably repaired within sixty (60) days, this Lease shall not be terminated. However, the rent for the leased premises shall be adjusted as follows: The Tenant shall secure insurance to cover loss of income during this period, with coverage at least sufficient to cover the rent payments as outlined in this Lease. In the event of partial damage, the Landlord shall make necessary repairs within sixty (60) days, unless hindered by circumstances beyond their control, such as natural disasters, extreme weather, public disturbances, strikes, government actions, city regulations, shortages of labor, materials, or transportation, or other causes outside of the Landlord's reasonable control. Any repair costs exceeding the proceeds from the required insurance policy shall be the responsibility of the Tenant.

If the Zoning Ordinance of the city or municipality where this property is located prevents the Landlord, despite making diligent and timely efforts to obtain the necessary permits and repair or rebuild the premises, from enabling the Tenant to continue its business operations, then the partial destruction of the property will be treated as total destruction, as described in the following paragraph.

If the leased premises are destroyed or damaged to the extent that the Tenant is unable to carry out its business or the permitted use of the premises, and the damage cannot be repaired within ninety (90) days, either the Landlord or the Tenant may choose to terminate this Lease. Termination will be effective upon written notice from one party to the other, within twenty **(20) days** of the damage. The Tenant must vacate the premises within ten **(10) days** after receiving such notice, and both parties will be released from any further obligations under this Lease. The Tenant will only owe rent on a prorated basis up to the date of the destruction. If the Lease is terminated, the Landlord may, at its discretion, choose to rebuild the premises or not, based on its own preferences and needs.

- 18. EMINENT DOMAIN.** If the entire premises are acquired through condemnation or private purchase in place of condemnation, this Lease will automatically terminate on the date the title is transferred. If only a portion of the premises is taken and the remaining portion becomes unsuitable for the intended use, either the Landlord or the Tenant may terminate the Lease by providing thirty (30) days' written notice to the other party, within thirty (30) days following the taking. If only a portion of the premises is taken and the remaining portion is still suitable for the intended use, this Lease will continue in effect.

Any compensation received for the total or partial taking of the premises shall be solely the property of the Landlord, with no share for the Tenant. However, nothing in this Lease shall prevent the Tenant from pursuing claims directly against the condemning authority for loss of business, damage or depreciation of personal property, or the cost of removing stock, trade fixtures, furniture, or other personal items owned by the Tenant. It is understood that such claims by the Tenant shall not reduce or negatively impact the compensation awarded to the Landlord.

- 19. SIGNS.** The Landlord will provide signage for the Tenant on both the exterior monument sign and the interior lobby sign. The Tenant shall not have the right to attach, display, paint, or place any other signs on the leased premises.

During the final ninety (90) days of this Lease, the Landlord has the right to place a 'For Rent' or 'For Sale' sign on the premises. The Tenant agrees to allow prospective tenants or buyers to enter and inspect the premises during this period.

20. **MULTI-LEASE PROPERTY.** In cases where this agreement pertains to a Business Lease involving a Multi-Tenant Property, the provisions specific to the Multi-Tenant Property shall be included as part of this lease. However, if there is any inconsistency between those provisions and this lease, the terms outlined in this lease shall take precedence and prevail.
21. **MECHANIC'S LIENS.** The Tenant, along with any parties acting on their behalf or through them, shall not have any authority to file or assert a mechanic's lien or any other type of lien against the premises, any structure or improvement on the property, or the Tenant's leasehold interest therein. This serves as formal notice that no contractor, subcontractor, or any individual supplying labor, materials, or services for construction, improvements, modifications, or repairs shall ever have the right to claim a lien against the property. To further protect the Landlord, the Tenant agrees to proactively provide written notice of this restriction to all contractors and subcontractors before any such materials, services, or labor are furnished.
22. **CUMULATIVE RIGHTS.** All rights, remedies, powers, choices, and actions available to either party under this Lease shall be interpreted as cumulative in nature, not exclusive of one another or of any other legal or equitable rights or remedies available under applicable law. The exercise of any one right does not prevent the exercise of others, and nothing in this Lease shall limit either party from pursuing any other legal or equitable remedy they may be entitled to, so long as any default remains unresolved, unsatisfied, or uncorrected.
23. **NOTICES AND DEMANDS.** Any notices required or permitted under this Lease shall be delivered to the parties at the addresses listed below, unless a party provides written notice of a change of address. Without limiting any other acceptable method of providing written notice, demand, or communication, such notice shall be deemed properly given under this Lease when it is mailed—postage prepaid—via registered or certified mail with return receipt requested, addressed to the designated address, and placed in an official U.S. Postal Service mailbox. This remains valid even if the Tenant does not sign for the certified or restricted delivery.
24. **BINDING EFFECT ON SUCCESSORS AND ASSIGNS.** All terms, obligations, and agreements set forth in this Lease shall apply to, and be binding upon, the respective successors, heirs, executors, administrators, and permitted assigns of each party.
25. **ATTORNEY'S FEES.** If any legal action or proceeding is initiated—whether to evict the Tenant, enforce the terms of this Lease, recover amounts due, safeguard the Landlord's interest or title, or for any related matter—the parties agree that the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such action or proceeding.
26. **ECOMplete AGREEMENT / MODIFICATIONS MUST BE IN WRITING.** No term, condition, covenant, or provision of this Lease, whether to be performed by the Landlord or the Tenant, may be altered, waived, or discharged unless done so through a written document signed by both parties and delivered to each. The Landlord and Tenant agree that no verbal agreements, assurances, or representations regarding the Lease, the Rental Unit, any repairs, modifications, or improvements, or changes to the tenancy shall be relied upon. This Lease represents the full and complete understanding between the parties.
27. **GENERAL TERMS.** Time is a critical factor in the fulfillment of all obligations under this Lease. However, any delay in enforcing rights under this agreement shall not be considered a waiver of those rights or of any past or future breach. A waiver of one default does not imply a waiver of any future defaults. Section titles are included solely for ease of reference and do not influence the interpretation of this Lease. All terms and expressions used in this Lease shall be interpreted to include singular or plural forms and any gender—masculine, feminine, or neutral—based on the context in which they appear.

|

STATE OF IOWA    )  
                              )  
COUNTY OF \_\_\_\_\_)

Dated: \_\_\_\_\_

On this \_\_\_\_\_ day of,  
\_\_\_\_\_ Before me, the undersigned, a Notary Public in  
and for said State, personally appeared, personally  
known to me to be the same individuals named in and  
who signed the above instrument, and who affirmed  
that they executed it willingly as their own voluntary act  
and deed.

\_\_\_\_\_

\_\_\_\_\_

LANDLORD

Notary Public in and for said State



\_\_\_\_\_ has read and understands each and every term of this  
~~Lease Agreement prior to its execution and fully understands that~~  
 \_\_\_\_\_ is obligated to pay money under the terms of this Lease  
 Agreement.

STATE OF IOWA     )  
                                   )  
 COUNTY OF \_\_\_\_\_)     SS:

Dated: \_\_\_\_\_

On this \_\_\_\_\_ day of,  
 \_\_\_\_\_ Before me, the undersigned, a Notary Public in  
 and for said State, personally appeared, personally  
 known to me to be the individual named in and who  
 signed the preceding document, and who confirmed  
 that he signed it as his own voluntary act and deed.

**PERSONAL GUARANTOR/TENANT**

Notary Public in and for said State

STATE OF IOWA     )  
                                   )  
                                   SS: COUNTY OF \_\_\_\_\_)

Dated:

On this \_\_\_\_\_ day of \_\_\_\_\_,  
 \_\_\_\_\_ Before me, the  
 undersigned, a Notary Public in  
 and for said State, personally  
 appeared, to me  
 personally known, and who, being  
 by me duly sworn, did say that  
 that person is the

by:

TENANT

\_\_\_\_\_ of  
 said \_\_\_\_\_ that no  
 seal has been procured by the  
 said corporation, and that said  
 instrument was signed on behalf  
 of said corporation by authority of  
 its Board of Directors, and the  
 said acknowledged the execution  
 of said instrument to be the  
 voluntary act and deed of said  
 corporation, by it voluntarily  
 executed.

Notary Public in and for said State