# Southview Leasing LLC

## LEASE OF REAL PROPERTY

LEASE AGREEMENT made this lst day of- (July 2019) between Southview Leasing LLC at P.0. Box 3699 Gillette, Wyo. 82717, referred to as the LESSOR, and El Burrito Listo LLC, referred to as LESSEE.

## I. DESCRIPTION of the LEASED REAL PROPERTY

The real property hereby leased by LESSOR to LESSEE consists of Suite No 5 of the Southview Shopping Center in the town of Gillette Wyoming.

Lessor covenants and represents that the title to the leased property is vested in the name of Lessor and Lessor has unqualified right and power to execute this lease and give Lessee quiet and peaceful use and possession of leased property for term hereafter stated.

## TERM OF LEASE

The Lease shall last for Twelve months [12] months. To commence on the 1st. day of (July 2019) and terminate on the last day of March 2021 (March 31st 2021) unless LESSEE has exercised the option to renew lease under provisions set forth herein,

LESSEE shall surrender the premises to LESSOR immediately on termination of lease.

LESSEE shall have the option of extending the term of this lease for a term of 12 months with written notice of LESSEE'S intentions to exercise option, to be served on LESSOR at least 30 days prior to expiration of original lease.

## RENTAL

LESSEE agrees to pay, and LESSOR agrees to receive, as rental for the leased property the sum of \$1100.00 per month for the first 10 months of the lease and 1000.00 per month thereafter for the term of the lease. Payable monthly in advance. Payments shall be made to LESSOR at the address specified above, and a payment shall be delinquent If not paid by the 5th day after which it is due. On LESSEE'S failure to pay the rental on a timely basis a 50.00 late fee will be due or, LESSOR shall have the right to terminate this lease with 30 day written notice.

### MAINTENANCE AND REPAIRS:

LESSEE shall keep in good order, condition and repair, the interior of said building, including without limitation, the windows, doors, show cases, ceilings, floors, and interior walls, lighting ,Plumbing Fixtures and HVAC filters (every 3 months) and equipment.

LESSEE shall keep in good order exterior sidewalk in front of leased space.

LESSEE shall return the premises at the expiration of this LEASE in the same condition as when received, excepting only reasonable use and depreciation.

LESSEE shall not have the right to make any alterations, improvements or additions to the premises which affect the exterior or any structural, mechanical, or electrical component, without first obtaining LESSORS' written consent

LESSEE shall have the right to install show cases and fixtures, which may be removed at the expiration of this LEASE,

provided that LESSEE is not in default. And providing further that LESSEE shall restore the premises to its original condition.

The LESSEE shall be liable for the costs of all repairs made necessary by reason of any act or

omission of the LESSEE, or their agents or servants, or by their customers, this to include the cleaning. Maintenance and repair and the replacements, as appears necessary of all glass in said premises. LESSEE shall also be obligated to do any painting and decorating desired in the interior of the demised premises.

LESSORS shall keep in good order, condition and repair, at their expense, all exterior parts of the building, including by way of illustration foundation, roof, sewers, service pipelines, lines up to and including meters, permanent canopies, exterior walls, gutters, downspouts, and exterior painting. LESSORS shall not be required to make any repairs of the structural parts of the building, which become necessary or desirable by reason of the act of negligence of the tenant. his agents, invites or employees, in which event the same shall be the obligation of the LESSEE. LESSEE shall forthwith at their own cost and expense, replace with glass of the same quality, any cracked or broken glass, including plate glass and any interior and exterior windows and glass in the doors of the demised premises.

LESSORS shall be responsible for insuring the premises against loss by fire or casualties. In the event of the destruction of or major damage to the premises as a result of fire or other causes, LESSORS shall have the election to either terminate the lease or rebuild, as he, in his sole judgment shall deem best.

### **TAXES**

LESSEE agrees to pay before delinquency all personal and property taxes assessed against its equipment and personal property brought upon the leased property, as well as all real prope1ty taxes directly assessed against improvements erected upon the premises.

## UTILITIES

The LESSEE agrees to pay and keep LESSOR harmless from the cost and expense of all utilities including electrical, gas, and grease trap maintenance. All utility connections on leased property shall be in the name of LESSEE and LESSOR shall not be liable therefore.

## RESTRICTIONS OF USE

LESSEE shall not use or permit the property to be used for any purposes other than those set forth herein. LESSEE shall neither permit on the premises any act, sale or storage that may be prohibited under standard forms of fire insurance policies, nor use the property for any such purpose. In addition, no use shall be made or permitted to be made that shall result in [I] waste of the premises, [2] invalidate or increase the insurance coverage on the premises, [3] overload, obstruct or damage utility services, [4] installing, moving or removing any furniture, fixtures or equipment without written permission of LESSOR. LESSEE shall comply with all government regulations and statutes affecting the prope1ty either now or in the future.

#### **INSURANCE**

LESSOR shall procure and maintain all insurance which LESSOR deems necessary for LESSOR'S protection against loss or damage of property.

LESSEE shall procure and maintain all insurance which LESSEE deems necessary for LESSEE'S protection against loss or damage to any of its property situated in or on the leased prope1ty and premises.

LESSEE shall procure a policy of liability insurance naming LESSOR as an additional insured against any loss due to the liability of LESSEE. Policy limits of said policy shall be not less than five hundred thousand [\$500,000.00] dollars.

LESSOR and LESSEE each hereby waive all claims for recovery from the other for any loss or damage to any of the property of each to the extent of any recovery collectible under insurance policies.

#### LIABILITY OF LESSOR

LESSEE waives all claims against LESSOR for damages to goods or for injuries to persons on or about the property. LESSEE will indemnify LESSOR on account of any damage or injury to any person, or the

goods of any person, ansing from the use of the premises by LESSEE, or an SIGNS.

accordance with the ordinances of the City of Gillette. At the termination of this LE xeeping with the general design of the building and signs of the businesses locate LESSEE may erect on the premises such signs of such color, size and design as remove said sign(s) and restore the premises to its original condition.

IN WITNESS WHEREOF. The parties have executed this LEASE AGREEME Wyoming, on the 1st day of June 2019

Southview Leasing LLC P.O. Box 3699

Gillette Wyo. 82717
Rodney Addison (Owner, Managing Member)
307-680-1322

essee: El Burrito Listo LLC 1608 Monte Vista Ln.

Gillette Wyo. 82716 307-363-3433

Karina Gonzales

Marina

goods of any person, arising from the use of the premises by LESSEE, or arising from the failure of LESSEE to keep the premises in good condition as provided herein . SIGNS:

LESSEE may erect on the premises such signs of such color, size and design as shall be found to be in keeping with the general design of the building and signs of the businesses located in the area, all in accordance with the ordinances of the City of Gillette. At the termination of this LEASE, LESSEE shall remove said sign(s) and restore the premises to its original condition.

IN WITNESS WHEREOF, The parties have executed this LEASE AGREEMENT at Gillette, Wyoming, on the 1st day of June 2019

Lessor:

Southview Leasing LLC

P.O. Box 3699

Gillette Wyo. 82717

Rodney Addison (Owner, Managing Member)

307-680-1322

Lessee: Karina Gonzales

1608 Monte Vista Ln. Gillette Wyo. 82716

307-363-3433

DBA: El Burrito Listo.

06-20-19