



# LEASE AGREEMENT SHARED USE COMMISSARY

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

	<u>LESSOR</u> <u>(FACILITY OWNER)</u>	<u>LESSEE</u> <u>(TENANT)</u>
<b>Company:</b>	<u>The Chef's Workshop, LLC.</u>	<u></u>
<b>Address:</b>	<u>10433 Hickory Path Way</u> <u>Knoxville, TN 37922</u>	<u></u>
<b>Phone:</b>	<u>865-693-5066</u>	<u></u>
<b>Website:</b>	<u>www.thechefsworkshop.com</u>	<u></u>
<b>Tax ID:</b>	<u>82-5380705</u>	<u></u>
<b>Signatures:</b>	<u>X</u>	<u>X</u>
<b>Name:</b>	<u>Mark McKinney</u>	<u></u>
<b>Title:</b>	<u>General Manager</u>	<u></u>
<b>Cell#</b>	<u>865-306-3638</u>	<u></u>
<b>E-mail:</b>	<u>Cooking@thechefsworkshop.com</u>	<u></u>

\* \* \* W I T N E S S E T H \* \* \*

**WHEREAS,**

- A - LESSOR owns a "Shared Use Commissary" at **118 Frontier House Lane, Knoxville, TN, 37922**, hereinafter referred to as "FACILITY" and/or "FOOD TRUCK HUB" and/or "Food Truck Commissary".
- B - The FACILITY contains certain EQUIPMENT (defined on INVOICE) which the Lessor desires to lease to Lessee for use in Lessee's Business.
- C - The LESSOR desires to provide certain business SERVICES for Lessee as specified herein.
- D - The LESSEE desires to reserve the right to use the FACILITY AND EQUIPMENT AND accept certain SERVICES as designated herein.
- E - The Lessor and Lessee are collectively known as "Parties" or "Each Party" herein. Both Parties desire to confirm their respective intentions, entitlements, and obligations regarding the FACILITIES, EQUIPMENT, and SERVICES pursuant to the terms hereof.

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, with the intent to be legally bound and in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

01	<b>LEASE COMMENCEMENT</b>	This lease agreement shall commence on ___/___/2025.						
02	<b>DAMAGE DEPOSIT</b>	A damage deposit IS NOT REQUIRED.						
03	<b>GUARANTOR</b>	In addition to the Lessee, this lease is personally guaranteed by:  _____.						
04	<b>INVOICE AMOUNT</b>	Lessee shall designate the EQUIPMENT to be leased and the SERVICES to be used on an INVOICE provided by the Lessor. Once signed by the Lessee, the INVOICE shall become part of this lease agreement and shall become the BASIS or reoccurring monthly charges to be paid by the Lessee.						
05	<b>INITIAL PAYMENT</b>	An initial payment equal to <b>100%</b> of the first full month of rent as determined by the SIGNED INVOICE is due <b>PRIOR TO OCCUPANCY OR USE</b> . INVOICES ARE NOT PRORATED. Example: If the Lessee takes occupancy 06/20/25, the lease will commence 07/01/25.						
06	<b>REOCCURRING CHARGES</b>	<p>Afterward, THE TOTAL OF SAID CHARGES AS DESIGNATED ON THE INVOICE SHALL BE CHARGED ON THE <b>1<sup>ST</sup> BUSINESS DAY OF EACH MONTH</b> TO THE FOLLOWING CREDIT / DEBIT CARD OF THE LESSEE:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; width: 33%;"></td> <td style="border-top: 1px solid black; width: 33%;"></td> <td style="border-top: 1px solid black; width: 33%;"></td> </tr> <tr> <td style="text-align: center; color: blue;"><b>Card #</b></td> <td style="text-align: center; color: blue;"><b>Expiration</b></td> <td style="text-align: center; color: blue;"><b>V code</b></td> </tr> </table> <p>If the card above is declined, the Lessor shall provide notice via e-mail or text to the Lessee of the same and the Lessee shall have 2 business days to deliver cash or certified check to the Lessor to cure default. If the Lessee fails to cure the default, the Lessor has the right to immediately terminate this lease agreement by providing written notice of the same to the Lessee.</p> <p>Lessee can also set up auto draft payments via their respective bill payment software. Lessor shall provide bank account information upon request.</p>				<b>Card #</b>	<b>Expiration</b>	<b>V code</b>
<b>Card #</b>	<b>Expiration</b>	<b>V code</b>						
07	<b>MODIFICATION OF MONTHLY CHARGES</b>	Lessee shall have the right to modify their INVOICE AMOUNT by adding and/or canceling equipment and/or services as their business needs changes. It shall be the Lessee's responsibility to sign and submit a revised INVOICE to the Lessor. Upon receipt, the Lessor has the right to accept or reject the changes requested based on equipment and service availability. Once agreed upon by both parties, the signed INVOICE shall become the basis of reoccurring monthly charges. IT IS NOT NECESSARY TO SIGN A NEW LEASE AGREEMENT IN ORDER TO MODIFY THE INVOICE AMOUNT.						
08	<b>AUTO RENEW</b>	If the Lessee fails to give Lessor <b>30 days</b> advance written notice of their intention to vacate the leased premises at the end of the original lease term or subsequent						

		<p>renewals and if no new agreement has been entered into by the parties hereto, then the Lessee shall be a Lessee at will only, and the Lessee’s continued occupancy shall not defeat Lessee’s right of possession of the leased premises at any time and it is understood and agreed that this Lease shall AUTOMATICALLY RENEW FOR <b>30 DAYS</b> upon the last day of the original lease term hereof and shall ALSO AUTOMATICALLY RENEW FOR 30 DAYS on the last day of subsequent renewal terms unless either party notifies the other party in writing, 30 days in advance of the expiration, of their desire to cancel or modify the terms hereof.</p>
<b>09</b>	<b>COMMON EXPENSES</b>	<p>There are no common expenses to be assessed to the Lessee.</p>
<b>10</b>	<b>FSE PERMIT (State License)</b>	<p>Any business that serves food must have a “<b>Food Service Establishment Permit</b>” to legally conduct business in the State of TN. The State of TN delegates the responsibility of issuing the “FSE permit” to the Health Department in each respective County where the food service establishment is located. If applying for the FSE Permit in Knox County, the Knox County Health Department <b>MAY OR MAY NOT</b> require a Mobile Food Unit (MFU = food truck, trailer, or cart) to use a commissary. Please consult with the Knox County Health Department to ensure compliance with applicable ordinances.</p> <p>It is our understanding that use of a COMMISSARY FACILITY:</p> <p>1 – <b>WILL NOT BE</b> required if the MFU purchases ALL food inventory on the day of an event and disposes of ALL remaining inventory after the event AND has the ability to wash, rinse, and properly sanitize (ie. completely submerge) ALL dishware and utensils IN THE MFU and can dispose of waste water at a facility with an approved grease trap.</p> <p>2 – <b>WILL BE</b> required if the MFU needs to store inventory overnight by connecting the MFU to shore power (ie. refrigeration) and / or if the 3 compartment sink is not of adequate size and with adequate drain boards to completely wash, rinse, and properly sanitize (ie. completely submerge) ALL dishware.</p> <p>NOTE 1 = The Knox County Health Department “Commissary Agreement” Form DOES NOT NEED TO BE COMPLETED if THIS AGREEMENT is submitted instead.</p> <p>NOTE 2 = Even though the “FSE Permit” is valid in every county in the State of TN, some counties, cities and towns MAY HAVE additional requirements for business licensing, compliance, inspections, etc, and may even BAN food trucks entirely.</p>
<b>11</b>	<b>INSURANCE</b>	<p><b>General Liability Insurance:</b> Lessee agrees to maintain at its expense at all times during the lease term, and any renewal thereof, full general liability insurance (on an occurrence basis) properly protecting and indemnifying Lessor and naming Lessor as additional insured’s. All public liability and property damage policies shall contain a provision that Lessor, although named as an additional insured and certificate holder, shall nevertheless be entitled to recover under such policies for any losses occasioned</p>

		<p>to Lessor by reason of the negligence of Lessee. Lessee agrees that it will cause their insurance carriers to include a waiver of subrogation clause or endorsement.</p> <p>Lessee shall provide a General Liability Insurance Policy to naming Lessor as an additional insured with a policy amount of no less than \$1,000,000. (Lessor may require periodic reasonable increases in the amount of coverage based upon prevailing business practices. Such policy or policies of insurance shall name Lessor as an insured to the full extent of the coverage provided.</p> <p><b>B. Liability of Lessee:</b> Lessee shall protect, indemnify and save Lessor harmless from and against any and all liability and expense of any kind, including without limitation Lessor’s reasonable attorney's fees and litigation expenses relating in any way to injuries or damages to persons or property in, on or about the Premises arising out of or resulting in any way from any act or omission of Lessee, its agents, invitees, servants and/or employees, in any way relating to the use of the Premises. This indemnity shall survive the termination of this Lease.</p> <p><b>C. Notice of Claim or Suit:</b> Lessee agrees to promptly notify Lessor of any claim, action, proceeding or suit instituted or threatened against Lessor. In the event Lessor is made a party to any action for damages which Lessee has herewith agreed to indemnify Lessor against, then Lessee shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Lessor 's option, the attorneys' fees and costs incurred in connection with said litigation by Lessor.</p> <p><b>D. Renter’s Insurance</b> - Lessee is NOT required to purchase “renter’s insurance” and does hereby acknowledge that all property owned by Lessee on or about the Premises shall be at the sole risk and hazard of Lessee and that Lessor shall not be liable or responsible for any loss of or damage to Lessee, or anyone claiming under or through Lessee, or otherwise. Lessee shall obtain and maintain appropriate amounts of insurance on leasehold improvements and contents owned or under the responsibility of Lessee.</p>
12	<b>SHARED USE</b>	<p>Lessee acknowledges and understands the leases premised and equipment are collectively a “shared use facility”. Therefore, Lessee accepts certain responsibilities customary to “normal business practice” for a shared use kitchen.</p>
13	<b>PREP KITCHEN</b>	<p>The prep kitchen is a 13’ x 13’ “waterproof room” featuring a handwashing sink, a hot hose, 18’ of stainless–steel workspace, a 2 compartment sink for FOOD ONLY, and a 3 compartment dishwashing sink featuring 16” x 20” bays with 24” x 22” drainboards. All drains including the trench floor drain in the prep kitchen lead a 1500 gallon grease trap in compliance with all rules of regulations of First Utility District. Chemicals and test strips are provided by The Chefs Workshop.</p> <p><b>THIS PROVISION IS ONLY APPLICABLE IF RENTING THE PREP KITCHEN.</b></p>

		<p>ONLY PERSONS with FOOD SAFETY CERTIFICATION ARE ALLOWED TO OCCUPY THE PREP KITCHEN.</p> <p>THE PERSON SIGNING THIS LEASE IS RESPONSIBLE FOR ENSURING THAT ALL OF THEIR EMPLOYEES &amp; CONTRACTORS HAVE AND MAINTAIN ALL APPLICABLE FOOD SAFETY CERTIFICATIONS.</p> <p>FOOD SAFETY CERTIFICATION CAN BE OBTAINED FROM ServSafe® and/or The Knox County Health Department at <a href="https://www.knoxcounty.org/health/food_safety_training.php">https://www.knoxcounty.org/health/food_safety_training.php</a></p> <p>VIOLATION OF THIS POLICY WILL RESULT IN IMMEDIATE TERMINATION OF THE RSVP AGREEMENT. LESSEE AGREES TO HOLD HARMLESS THE LESSOR FOR ANY CLAIMS, JUDGEMENTS, AND OR LOSS OF REVENUE DUE TO FOOD RELATED ILLNESSES. FURTHER, LEESEE AGREES TO HOLD HARMLESS THE LESSOR FOR ANY LOSS OF REVENUE, DAMAGE, ETC. IF THE LESSOR TERMINATES THIS LEASE AGREEMENT BASED ON FOOD SAFETY VIOLATIONS.</p>
14	<b>PARKING</b>	ALL parking spaces for Food Trucks shall be assigned. No parking spaces shall be assigned for vehicles. The parking area behind the warehouse if for personal vehicles only.
15	<b>SOURCING INGREDIENTS</b>	All food ingredients brought on premise shall be from sources approved by the Knox County Health Department.
16	<b>ACCESS</b>	Upon receipt of the documents and items required herein, the Lessee shall have the right to access the facility 24 hours per day, 7 day per week.
17	<b>CLEANING</b>	<p>Lessor shall provide basic cleaning of the facility by a cleaning service. Lessee is responsible for cleaning of the their leased equipment and their personal property.</p> <p><b>Lessor shall not</b> be responsible for any damage to the Leased Equipment and / or Lessee's property and/or loss thereof caused by Lessee or by Lessee's guests, agents, vendors or employees. Licensor shall inspect the Equipment immediately upon return to determine whether any damages have been sustained. Lessee shall notify Licensee of any damage resulting from Lessee 's use of the Equipment, and any missing Equipment and the amount for which Licensee shall be required to pay. All damage and/or missing Equipment costs, and any charges incurred by Licensor to complete the cleaning of the Equipment, shall first be charged to the Damage/Cleaning Deposit, and any unpaid portion remaining shall be paid by Lessee to Lessor within three (3) business days of invoicing. The Damage/Cleaning Deposit or any portion thereof remaining, if any, after reduction for damages and/or cleaning charges, shall be returned to Lessee no later than thirty (30) business days of the Use Date, without interest.</p>

18	<b>COMMON AREAS</b>	Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or their guests or used for any purpose other than ingress and egress to and from their respective leased premises and for going from one part of the Building to another part of the Building.
19	<b>CONDITION OF LEASED PREMISES</b>	Lessee shall not cause any waste, damage, or injury to the leased premises. Lessee is and shall be responsible and liable for any injury done to the leased premises, interior or exterior, and for any maintenance, repair, or replacement to the plumbing, appliances, etc., which is the result of negligence or abuse by Lessee, it's guests, any authorized occupant, or other person whom Lessee permits to be in or about the leased premises. Lessee agrees to return same in good condition and repair, fair wear and tear accepted. Lessee shall be responsible for replacing any and all glass broken in the leased premises, unless such breakable glass is the result of wind storms, hail, or other "Act of God" or result of a structural problem with the building.
20	<b>ELECTRIC SERVICE</b>	Electrical service is provided by LCUB and Lessor and Lessee are both dependent upon LCUB to provide consistent electrical service. Lessee shall hold harmless Lessor and LCUB for any loss of product, potential income, or liability for loss of electrical service.  <b>The site does NOT have redundant electrical power via supplemental generator.</b>
21	<b>FIRE PROTECTION</b>	The leased premises are located in Knox County outside of the City limits of Knoxville. Lessor shall pay Rural Metro an annual premium to fire protection. Rural Metro contractually must respond in the event of a fire regardless of whether the premium is paid. However, if the premium is not paid, the cost to respond is charged at the "actual costs". I.e. the annual premium is essentially an insurance policy.
22	<b>INTERNET</b>	Lessor shall NOT provide internet. Lessor at some point may provide WIFI.
23	<b>MAINTENANCE</b>	Maintenance of the facility and all equipment shall be performed by the Lessor.
24	<b>REPAIRS</b>	The Lessor shall be responsible for all repairs necessary to perform obligations required by this lease agreement.
25	<b>MECHANICAL SYSTEMS</b>	The Lessor shall be responsible for all mechanical systems.
26	<b>RIGHT OF ACCESS</b>	Lessor or his representative may enter the leased premises, upon giving the Lessee notice in advance (except in case of an emergency where no notice is necessary), for the purpose of inspecting the leased premises, to make such repairs and alterations as may be deemed necessary by Lessor for safety and preservation of the property, or exhibiting the leased premises for sale, lease, or mortgage financing.
27	<b>FIRE &amp; OTHER CASUALTIES</b>	In case of damage by fire or other casualty to the building in which the leased premises are located, if the damage is so extensive as to render twenty-five percent (25%) or more of the Leased Premises untenable for more than five (5) business days, this

		Lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by the fire or other casualty, the Lessor shall repair the damage with reasonable dispatch, and if the damage has rendered the leased property untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been fixed.
<b>28</b>	<b>SECURITY CAMERAS</b>	<b>Security cameras are installed and record to DVR with 30 day archive.</b>
<b>29</b>	<b>USE</b>	<p>Lessor covenants and agrees that for so long as Lessee complies with its obligations under this Agreement, Lessee shall peacefully and quietly have, hold and enjoy the Leased Premises through the Term and any Renewal Term or until this Agreement is canceled or terminated as provided herein, free from disturbance or interference from Lessor or other tenants.</p> <p>Lessee shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.</p> <p>Lessee shall not swept or throw anything into the corridors, halls, elevator shafts or stairways. No animals shall be brought into or kept in or about the Building. Lessee shall not make or permit any unseemly, disturbing or improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.</p>
<b>30</b>	<b>ALTERATION, ADDITIONS, IMPROVE-MENTS</b>	No alteration, additions, or improvements to the leased premises shall be made by the Lessee, without the prior written consent of Lessor. If the Lessee installs improvements such as shelves, etc., then the Lessee, at his own expense and prior to vacating the space, shall restore the space to the original condition. If the Lessee fails to restore the space back to the original condition prior to vacating the space, the Lessor retains the right to make these improvements at the Lessee’s expenses and further, retains the right to invoke the “unmarketable provision” of this lease agreement.
<b>31</b>	<b>SAFETY DEVICES</b>	Lessee agrees that the furnishing of safety devices, alarms and patrol service (if applicable) should not constitute a guarantee or warranty of their effectiveness or impose any obligation to continue them. Lessee releases and holds harmless Lessor and it’s representatives from any claim whatsoever with respect to any personal injury or property damage which in any way related either to Lessee’s reliance on any of the safety devices and patrol service mentioned above, or to any defect, malfunction or inadequacy thereof.
<b>32</b>	<b>ACKNOWLEDGMENT</b>	Lessee certifies that it has read the above lease and understands that any violation of any part of this Lease will constitute a breach of the Lease.

33	<b>ATTORNEY'S FEES</b>	In the event the LESSEE should breach any term or provision hereof, or LESSOR is required to sue to recover any payment for any obligation of LESSEE, specifically including, but not limited to, recovery of damage to the Equipment and/or cleaning charges incurred by LESSOR, LESSEE Shall reimburse LESSOR for all attorneys' fees and costs which it may incur to enforce its rights hereunder.
34	<b>ASSIGNMENT</b>	<p><b>BY LESSEE:</b> Lessee shall <b>NOT have the right or authority to sublease the leased premises</b> or any part thereof, or to transfer or assign this lease, without the written consent of the Lessor. The acceptance of any rental payments by Lessor from any alleged assignee shall not constitute approval of the assignment of this Lease by Lessor.</p> <p><b>BY LESSOR:</b> Lessee agrees that should the leased premises be sold or the title transferred or conveyed, then:</p> <ol style="list-style-type: none"> <li>1) The Lease shall be automatically assigned to the new owner.</li> <li>2) All terms and conditions of this lease shall remain in effect.</li> <li>3) Any damage deposit held with the Lessor shall be deemed to be transferred to the new owner.</li> <li>4) Subject to the conditions of the damage deposit herein specified, Lessee have the right to claim the damage deposit exclusively from the new owner and shall have no claim against Lessor for the return of said damage deposit.</li> <li>5) Lessee's rights and remedies for any breach of obligation imposed upon Lessor shall be against the person, firm or corporation succeeding to the rights of Lessor.</li> </ol>
35	<b>AUTHORIZ-ATION</b>	The owner and/or agent authorized to manage these premises and accept service of process are <b><u>Dale Akins OR Mark McKinney.</u></b>
36	<b>BINDING EFFECT</b>	The covenants, terms, conditions, provisions, and undertakings in this Lease or any renewals thereof shall extend to and be binding upon the heirs, executors, administrators successors and assigns of the respective parties hereto, as if they were in every case named and expressed.
37	<b>ENTIRE AGREEMENT</b>	This Lease, together with the leasing application and rules and regulations which are incorporated herein, by reference and constitute the Lease documents, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation express or implied, not contained in this Lease. All prior understanding, terms, or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented except by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.



38	<b>EQUAL OPPORTUNITY</b>	Lessor agrees to act in accordance with applicable equal opportunity statues, executive orders and regulations, and will not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability. Any Lessee or agents working for the Lessee that uses offensive language or displays offensive banners, signs, artwork, etc shall cause the termination of this lease agreement.
39	<b>EVENTS OF DEFAULT</b>	<p>The following items shall be considered events of default</p> <ol style="list-style-type: none"> <li>1- Non payment of invoices - Lessee expressly waives any and all requirements for written notice for nonpayment of rent.</li> <li>2- Non compliance with a covenant</li> <li>3- Violation of Ordinance as determined by the Knox County Health Department or Knox County</li> <li>4- Violation of 2019 Fire Safety Code</li> </ol> <p>IN THE EVENT OF DEFAULT, the Lessor shall have the right to terminate this lease without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due thereunder and leaving the leased premises in good order and repair.</p> <p>Should the Lessee default under any covenant or condition of this Lease, or should the Lessee fail to comply with any provision of this lease agreement of the covenant, restrictions or master deed, now or hereafter established, Lessor shall have the right to terminate this lease at the end of 30 days written notice to the Lessee specifying the specific default and the Lessee's failure to remedy that default within 14 days after receiving said written notice, upon terms satisfactory to Lessor.</p>
40	<b>EXTENDED ABSENCE</b>	Lessee hereby agrees to notify the Lessor, twenty-four (24) hours in advance, of any periods exceeding 7 consecutive days when the Lessee will not occupy the leased premises. Further, Lessee agrees in such cases to shut off the water as needed in order to minimize potential damage from broken pipes or broken fixtures. Lessor will also strive to periodically inspect the leased premises in Lessee's absence.
41	<b>GOVERNING LAW</b>	This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law; and venue and jurisdiction for any proceeding involving any matter arising from or pertaining to this Agreement shall be in a state court located in Knox County, Tennessee.
42	<b>INDEMNIFICATION</b>	Licensee agrees to indemnify and hold Licensor and its members, employees, successors, assigns and agents harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, incurred by Licensor from any third-party claim arising from or out of any act or

		omission, whether negligent or intentional, of Licensee or of Licensee's guests, agents, vendors or employees. A Certificate of Insurance acceptable to Licensor properly indicating that Licensor is an additional insured for all claims must be delivered to Licensor with the following coverages: (i) general all-risk liability insurance for all loss or liability for damages to person or property, including death, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) workers' compensation; and (iii) non-owned auto coverage. Failure to provide an acceptable Certificate of Insurance on or before the Use Date will terminate this Agreement, and Licensor shall be entitled to retain the full License Fee, but it will return the Damage/Cleaning deposit.
43	<b>NOTICE</b>	Any notice by either party to the other shall be in writing and delivered or mailed to the address Herein contained, by certified mail, return receipt requested. Date of postmark shall constitute date of delivery. Notice need only be sent to one Lessee where more that one Lessee occupies the premises.
44	<b>RELEASES OF LIABILITY</b>	Lessor shall not be responsible or liable to the Lessee or it's property for injury or damages resulting from adjoining properties or from bursting, stoppage, or leaking of water, gas, sewer, or steam pipes, except where such loss or damage occurs from the willful or negligent misconduct of the Lessor, or his agents, employees, invitees, or guests.
45	<b>REMOVAL OF PERSONAL PROPERTY</b>	At the expiration of the term of the Lease or upon the termination of this Lease for any reason, the Lessee shall remove all of it's personal property from the leased premises. Any personal property then remaining upon the leased premises shall be treated by the Lessor as abandoned property and the Lessor may dispose of said property by any method he elects without liability to Lessee.
46	<b>RULES</b>	Lessee, it's invitees, and authorized occupants of the leased premises shall observe faithfully and comply strictly with the provisions of this lease agreement and any rules and regulations as Lessor may from time to time hereafter promulgate in advance and provide to Lessee in writing. Upon a violation by Lessee, it's invitees, or other authorized occupants of the leased premises of any such rules and regulations, Lessor, at his option, may deem Lessee in default of this lease and pursue the remedies provided in this lease.
47	<b>SEVERABILITY</b>	If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.
48	<b>SIGNAGE</b>	ALL tenant signage, directories, unit numbers, address identification, misc signage (no soliciting, no smoking, etc), emergency exit signs, and any letters or graphics shall be installed and maintained by the Lessor. <b>No other signage of any kind shall be permitted.</b> No signs, posters, advertisements, or notices shall be painted or affixed by or on behalf of any tenant on any of the windows or doors, or other part of the Building, except lettering of such color, size and style and in such places, as shall be first approved in writing by the Lessor.

49	<b>SMOKING</b>	<p>The Lessee and all terms of this lease shall comply with all provisions of the “Tennessee Non-Smokers Protection Act” which was enacted on 06/11/07 and makes it illegal to smoke in most places where people work. To review the law, go to <a href="http://www.legislature.state.tn.us/bills/currentga/Amend/HA0739.pdf">www.legislature.state.tn.us/bills/currentga/Amend/HA0739.pdf</a>.</p> <p>For further clarification, all leased premises, common areas, lobbies, hallways, and 50’ perimeter around all structures shall remain NO SMOKING. Any and all damage and/or odors from smoking by Lessee, it’s guests, any authorized occupant, or other person whom Lessee permits to be in the leased premises shall the be the sole responsibility of the Lessee and said damages may exceed the security deposit, if any.</p>
50	<b>TAXES</b>	<p>The Lessor shall pay all property taxes. All taxes pertaining to the Lessee’s business shall be the responsibility of the Lessee.</p>
51	<b>TERMINATION</b>	<p>In the event that Licensor shall fail to observe, keep or perform any provision of this Agreement, or has made any misleading or false statement or representation in connection with this Agreement, Licensor may cancel or terminate this Agreement, immediately take possession of and repossess the Equipment and retain any and all prior payments paid by Licensor. In addition, Licensor may pursue any other remedy available at law, by statute or in equity.</p>
52	<b>UNMARKETABLE PERIOD</b>	<p>In the event the leased premises need repairs due to the actions of the Lessee, it’s guests, any authorized occupant, or other person whom Lessee permits to be in or about the leased premises, the “reasonable” period of time it takes the Lessor to repair the leased premises shall be called an “unmarketable period”. During this period of time, the Lessor shall make all necessary repairs in a diligent matter and this lease shall remain in effect until these repairs are completed, regardless of whether or not the Lessee has vacated the premises. The Lessor shall be compensated at a rate of \$75 per hour or 10% of the repair cost, whichever is greater, to facilitate all repairs that are not considered “normal wear and tear”. Once these repairs are completed (signified by the invoice date of the last repair) and the leased premises are acceptable for showing, the “unmarketable period” shall end and the lessee shall not be required to pay rent. Also see the section of this lease agreement called “ALTERATION, ADDITIONS, IMPROVEMENTS”.</p>
53	<b>WAIVER</b>	<p>The failure of the Lessor to insist upon the strict performance of any term of condition of this Lease or to exercise any right or remedy available upon the breach or default thereof, and no acceptance of partial rent during the continuance of any such breach of default shall constitute a waiver of any breach or default thereof, shall be waived, altered, or modified, except by written instrument executed by the Lessor. No waiver or any breach shall affect or alter any term or condition of this Lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.</p>