

HIGHLAND HUB

COMMERCIAL LEASE AGREEMENT

SAMPLE TEMPLATE - BUSINESS TERMS TO BE COMPLETED

This Commercial Lease Agreement (the "Lease") is made as of _____, 20____, by and between **HighGear Enterprises, LLC**, an Ohio limited liability company ("Landlord"), and _____, a _____ ("Tenant"). Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, the commercial space identified as Suite/Area _____ at 4049 Ridge Road, Medina, Ohio 44256, containing approximately _____ square feet (the "Premises"). The Premises are part of the shared commercial facility known as Highland Hub (the "Building") and are depicted or described in Exhibit A.

2. TERM AND COMMENCEMENT

The build-out period begins when both Parties have signed this Lease and Landlord has received the full Security Deposit (the "Build-Out Commencement Date"). Tenant receives thirty (30) consecutive calendar days after the Build-Out Commencement Date without Base Rent for approved build-out. Base Rent begins on the thirty-first (31st) calendar day after the Build-Out Commencement Date (the "Rent Commencement Date"), whether or not Tenant has completed its work or opened for business. Tenant remains responsible during the build-out period for insurance, compliance with law, damage, and all other non-rent obligations.

The initial term begins on the Rent Commencement Date and continues for thirty-six (36) full calendar months, ending _____, 20____ (the "Expiration Date"), unless earlier terminated by Landlord following Tenant default or as otherwise expressly provided in this Lease. Tenant has no unilateral right to terminate the Lease before the Expiration Date merely by giving notice.

Provided Tenant satisfies the Renewal Conditions below, Tenant has one option to renew this Lease for one additional thirty-six (36) month term (the "Renewal Term"). Tenant must exercise the option by delivering written notice to Landlord at least one hundred eighty (180) days before the Expiration Date. The "Renewal Conditions" are that, both when notice is given and when the Renewal Term begins: (i) no Tenant default exists; (ii) Tenant has not been more than thirty days late paying Rent more than twice during the preceding twelve months; and (iii) Tenant continues operating the approved permitted use. Except for Rent adjustments stated in this Lease, the Renewal Term is governed by the same terms. An untimely or conditional renewal notice is ineffective unless Landlord accepts it in writing.

3. RENT AND PAYMENT

Tenant shall pay rent without demand, deduction, setoff, or counterclaim according to Exhibit B. The first month's Base Rent is due on the Rent Commencement Date. Thereafter, Rent is due in advance on the first day of each calendar month. A partial calendar month will be prorated on a 30-day basis.

Payment may be made by ACH, check, or another method approved by Landlord. Credit cards will be subject to a 3% processing fee. Tenant is responsible for any disclosed third-party processing fee applicable to Tenant's selected payment method. Landlord may change approved payment methods upon reasonable written notice.

Rent received after the fifteenth day of the month is subject to a \$100 late charge. A returned or rejected payment is subject to a \$50 charge, in addition to any bank charges and other remedies permitted by this Lease. Acceptance of late or partial payment does not waive a default.

4. GROSS LEASE; NO CAM OR UTILITY CHARGES

This is a gross lease. Base Rent includes Building operating costs, common-area maintenance (CAM), real estate taxes, Landlord's property insurance, and the internet, electric, water, gas, sewer, and ordinary rubbish service provided by Landlord to the Premises. Tenant will not be charged a separate CAM fee or a separate utility fee.

Tenant remains responsible for telephone, merchant-processing, cable, alarm, specialty internet, regulated-waste disposal, or other optional services ordered directly by Tenant, as well as the installation and maintenance of specialized equipment or infrastructure required solely for Tenant's business.

5. SECURITY DEPOSIT

Upon signing, Tenant shall pay a Security Deposit equal to one full month's Base Rent in the amount of \$ _____. The Security Deposit is separate from Rent and will not be credited toward the first month's Rent. The 30-day free build-out period does not begin until Landlord receives the Security Deposit and both Parties have signed this Lease.

The Security Deposit secures all Tenant obligations and may be applied to unpaid Rent, damage beyond ordinary wear, cleaning, removal, restoration, fees, or other sums due. Tenant shall restore any amount applied within ten (10) days after written demand. After Tenant vacates, returns all access devices, provides a forwarding address, and satisfies its obligations, Landlord will return the unapplied balance within thirty (30) days, together with an itemization of deductions.

6. PERMITTED USE

Tenant may use the Premises solely for:

_____, and for no other purpose without Landlord's prior written consent. Tenant shall operate in a professional manner consistent with Highland Hub's wellness, personal-service, and small-business environment.

Tenant, at its expense, shall obtain and maintain every license, certification, inspection, permit, and governmental approval required for its business, personnel, equipment, build-out, and occupancy. Tenant shall comply with all laws, fire and building codes, health and sanitation requirements, professional regulations, and Building rules.

No exclusivity, protected territory, or restriction against another tenant offering similar or competing services is granted unless expressly stated in a written addendum signed by Landlord.

7. CONDITION; DELIVERY

Except for written Landlord work listed in Exhibit B, Tenant accepts the Premises in its existing AS-IS condition after inspection and acknowledges that it is suitable for Tenant's intended use. Landlord makes no representation concerning business profitability, licensing, zoning approval specific to Tenant's operations, customer traffic, or compatibility with Tenant's equipment. Landlord will disclose known latent material defects as required by law.

8. ALTERATIONS AND IMPROVEMENTS

Tenant shall not paint, build, demolish, penetrate walls or roofing, alter electrical/plumbing/HVAC, install fixtures or signage, or otherwise modify the Premises without Landlord's prior written approval of plans, materials, contractors, permits, schedule, and restoration requirements. Approval does not make Landlord responsible for design, code compliance, or workmanship.

All work shall be performed at Tenant's expense by properly licensed and insured contractors, in a good and workmanlike manner, without disrupting other occupants. Tenant shall prevent mechanic's liens and promptly discharge any lien arising from Tenant's work. Unless Landlord directs otherwise in writing, permanently attached improvements become Landlord's property upon installation. Trade fixtures remain Tenant's property and must be removed at surrender if removal does not damage the Premises. Tenant shall repair removal damage.

Landlord's agreed work, if any, and responsibility for cost are stated only in Exhibit B.

9. MAINTENANCE AND REPAIRS

Landlord shall maintain the Building's roof, foundation, structural components, common-area mechanical systems, shared spaces, ordinary utility infrastructure, parking areas, and driveway, except to the extent repair is caused by Tenant or its employees, contractors, clients, guests, or invitees.

Tenant shall keep the Premises and its fixtures, equipment, finishes, doors, interior glass, dedicated systems, and immediately adjacent entry/sidewalk area clean, safe, sanitary, and in good repair. Tenant shall promptly notify Landlord of leaks, unsafe conditions, damage, pest activity, or needed Building repairs. Tenant is responsible for damage caused by its operations or invitees.

10. ACCESS, PARKING AND SHARED FACILITIES

Tenant and its employees and invitees may use designated entrances, parking areas, restrooms, hallways, waiting areas, and other shared facilities identified by Landlord, subject to posted rules and reasonable changes. Shared areas are nonexclusive and may not be blocked, reserved, used for storage, or used to conduct business without approval.

Tenant shall not duplicate, lend, or share keys, codes, cards, or credentials except with authorized personnel. Tenant is responsible for its users and shall immediately report lost credentials or terminated personnel. Landlord may charge reasonable replacement or reprogramming costs.

Tenant shall use reasonable efforts to minimize noise, odors, traffic congestion, and disruption to other businesses, classes, customers, and events. Landlord may adopt and reasonably amend written Building rules for safety, security, cleanliness, parking, operations, and cooperative use.

11. LANDLORD ACCESS

Landlord may enter the Premises at reasonable times, with reasonable advance notice when practicable, to inspect, make repairs, show the Premises, verify compliance, or perform Landlord obligations. Landlord may enter without prior notice in an emergency or when reasonably necessary to protect persons or property. Landlord shall use reasonable efforts to minimize disruption.

12. SIGNAGE

No exterior, window, hallway, roadside, or common-area sign may be installed without Landlord's prior written approval and all required permits. Tenant shall pay for its signage unless Exhibit B states otherwise. Tenant shall maintain approved signage and remove it at surrender, repairing all resulting damage. Landlord controls the design, placement, ordering, and availability of shared-directory and roadside signage.

13. INSURANCE

Before possession and throughout the Term, Tenant shall maintain commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, workers' compensation as required by law, property coverage for Tenant's contents and improvements, and any professional, malpractice, product, cyber, automobile, or other coverage reasonably appropriate to Tenant's operations. HighGear Enterprises, LLC and any property owner or lender designated by Landlord shall be named as additional insureds on liability coverage where commercially available.

Tenant shall provide certificates of insurance before receiving possession and upon renewal or request. Policies shall provide notice of cancellation when available. Landlord's insurance does not cover Tenant's personal property, equipment, inventory, improvements, business interruption, or liability. Each Party waives subrogation to the extent covered by property insurance and permitted by its policy.

14. INDEMNIFICATION

To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord, the property owner, and their members, managers, employees, and agents from claims, losses, liabilities, damages, penalties, and reasonable legal expenses arising from Tenant's use or occupancy, business activities, work, breach, or acts or omissions of Tenant or its employees, contractors, clients, guests, or invitees, except to the extent caused by the gross negligence or willful misconduct of the party seeking indemnification.

Landlord shall indemnify Tenant from third-party claims to the extent caused by Landlord's gross negligence or willful misconduct. These obligations survive expiration or termination.

15. CASUALTY AND INTERRUPTION

If fire or other casualty materially impairs the Premises, rent shall abate proportionately for the period the Premises are unusable for the permitted use, except when the casualty is caused by Tenant or its invitees. Landlord may elect to repair or terminate this Lease if restoration is impracticable, insurance proceeds are unavailable, the Building is substantially damaged, or restoration is reasonably expected to exceed 180 days. If Landlord elects to repair but the Premises cannot reasonably be restored within 180 days, either Party may terminate by written notice, unless the delay was caused by Tenant.

Temporary interruption of utilities, access, internet, or Building services does not constitute eviction or permit rent abatement unless caused by Landlord's gross negligence and continuing for an unreasonable period after notice, or unless applicable law requires otherwise.

16. ASSIGNMENT, SUBLETTING AND SHARED OPERATORS

Tenant shall not assign this Lease, sublet or license any portion of the Premises, permit booth or chair rental, allow another independent business to operate from the Premises, or transfer control of Tenant without Landlord's prior written consent, which may be conditioned on financial and operational information, insurance, use compatibility, execution of documents, and payment of reasonable review costs. Consent to one transfer is not consent to another. No approved transfer releases Tenant or any Guarantor unless Landlord expressly agrees in writing.

17. PROHIBITED CONDUCT

Tenant shall not create a nuisance or hazard; overload utilities or floors; obstruct exits; store hazardous, flammable, illegal, or regulated materials except ordinary supplies lawfully used in Tenant's business; permit unlawful activity; smoke or vape inside; bring animals except service animals or as approved; or interfere with another occupant's peaceful use. Tenant shall promptly correct any condition caused by Tenant that violates law, insurance requirements, or Building rules.

18. DEFAULT AND REMEDIES

Tenant is in default if: (a) rent or other sums remain unpaid for five days after written notice; (b) Tenant fails to cure another breach within 30 days after written notice, provided that if a nonmonetary breach reasonably requires longer, Tenant begins cure within that period and diligently completes it; (c) Tenant abandons the Premises; (d) an unauthorized transfer or prohibited use occurs; (e) required insurance lapses; or (f) Tenant becomes subject to insolvency proceedings to the extent enforceable by law.

Upon default, Landlord may terminate possession of this Lease, recover possession through lawful process, perform Tenant obligations and charge the reasonable cost, apply the Security Deposit, and pursue rent, damages, costs, and other remedies available under this Lease or law. Tenant remains liable for unpaid rent and other sums through the Term, less amounts Landlord is required by law to mitigate. Landlord's efforts to relet do not release Tenant. Remedies are cumulative, and Landlord's delay or acceptance of payment does not waive a default.

19. LANDLORD DEFAULT

Landlord is in default only if Landlord fails to perform a material obligation within 30 days after receiving detailed written notice from Tenant; provided that if cure reasonably requires longer, Landlord is not in default if it begins cure within that period and diligently proceeds. Tenant may pursue remedies available at law, but may not withhold or offset rent, undertake repairs at Landlord's expense, or terminate except as expressly permitted by this Lease or applicable law.

20. SURRENDER AND HOLDOVER

At expiration or termination, Tenant shall vacate, remove its personal property and required trade fixtures, repair damage, restore unauthorized alterations, leave the Premises broom-clean and in good condition except ordinary wear, return all keys and credentials, and provide all alarm or lock information. Property left behind may be handled as permitted by law, at Tenant's expense.

A holdover without a new written lease does not renew the Term. If Landlord accepts the holdover, occupancy is month-to-month under this Lease at 150% of the final monthly Base Rent, plus other charges. Either Party may terminate an accepted month-to-month holdover by at least sixty (60) days' written notice. Tenant is liable for losses caused by an unauthorized holdover.

21. PERSONAL GUARANTEE

If required in Exhibit B, each Guarantor unconditionally and jointly and severally guarantees Tenant's payment and performance for the stated guarantee period. The guarantee is continuing and is not released by amendments, extensions, indulgence, assignment, Tenant insolvency, or Landlord's failure to proceed first against Tenant, except as expressly agreed in writing. The guarantee form following the signature page is incorporated into this Lease.

22. NOTICES

Notices must be in writing and delivered personally, by nationally recognized overnight courier, or by certified U.S. mail, return receipt requested, to the addresses below or to a replacement address designated by notice. Notice is effective upon personal delivery, one business day after courier deposit, or three business days after mailing. Courtesy email may also be used but does not replace required delivery unless receipt is acknowledged in writing.

Landlord notice address: HighGear Enterprises, LLC, 4049 Ridge Road, Medina, Ohio 44256; Attn:

_____; Email: _____.

Tenant notice address: _____; Attn:

_____; Email: _____.

23. GENERAL PROVISIONS

Governing Law and Venue. Ohio law governs. Any action shall be brought in a court of competent jurisdiction in Medina County, Ohio.

Entire Agreement. This Lease and its exhibits contain the entire agreement concerning the Premises and replace prior proposals and discussions. No representation not written here is binding.

Amendments and Waivers. Any amendment or waiver must be in a writing signed by the Party against whom enforcement is sought. A waiver on one occasion is not a continuing waiver.

Severability. If a provision is unenforceable, it will be limited or severed to the minimum extent necessary, and the remainder will continue.

Binding Effect. This Lease binds and benefits the Parties and their permitted successors and assigns.

No Partnership. Nothing creates a partnership, joint venture, agency, franchise, employment, or fiduciary relationship.

Authority. Each signer represents that the signer is authorized to bind the named Party.

Counterparts and Electronic Signatures. This Lease may be signed in counterparts and electronically, each deemed an original.

Time; Headings; Interpretation. Time is of the essence. Headings are for convenience only. Singular includes plural as context requires. This Lease will not be construed against a Party merely because that Party drafted it.

Attorneys' Fees. In an action to enforce this Lease, the prevailing Party may recover reasonable attorneys' fees and court costs to the extent permitted by law.

SIGNATURE PAGE

The Parties sign this Lease as of the date first written above. The Lease becomes effective on the Commencement Date stated in Section 2.

LANDLORD HighGear Enterprises, LLC	TENANT _____
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

PERSONAL GUARANTEE

For value received and as an inducement for Landlord to enter this Lease, the undersigned Guarantor(s), jointly and severally, unconditionally guarantee Tenant's timely payment and performance for 24 months from the period beginning _____, 20____ and ending _____, 20____, subject to Section 21. Each Guarantor waives notice of acceptance, demand, and presentment, but not notices that cannot lawfully be waived.

Guarantor 1: _____ Signature: _____ Date: _____	Guarantor 2: _____ Signature: _____ Date: _____
Address: _____ _____ Email/Phone: _____	Address: _____ _____ Email/Phone: _____

NOTARY ACKNOWLEDGMENTS (IF REQUIRED)

STATE OF OHIO

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____, by
_____, as _____ of
_____.

Notary Public

My commission expires: _____

STATE OF OHIO

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____, by
_____, as _____ of HighGear
Enterprises, LLC.

Notary Public

My commission expires: _____

EXHIBIT A - PREMISES

Suite/Area: _____ Description: _____

Attach a floor plan, sketch, or written description clearly identifying the Premises, approved entrances, and any exclusive-use areas.

EXHIBIT B - BUSINESS TERMS AND APPROVED WORK

TERM	AGREED BUSINESS TERM
Initial term	Thirty-six (36) months
Build-Out Commencement	Upon signing and receipt of Security Deposit
Free Build-Out	Thirty (30) consecutive calendar days
Rent Commencement Date	31st day after Build-Out Commencement
Expiration Date	_____
Security Deposit	Equal to one month's Base Rent: \$_____
Monthly Base Rent	\$_____
Approved Permitted Use	_____
Personal Guarantee	First twenty-four (24) months
Renewal Option	One 36-month term; notice due 180 days before expiration
Included signage, if any	_____

Landlord Work

Landlord will perform only the following work:

Tenant Work

Tenant's approved work and responsibilities:

Special Utility or Operating Terms

EXHIBIT C - HIGHLAND HUB BUILDING RULES

1. Keep hallways, exits, fire equipment, restrooms, and shared spaces unobstructed.
2. Do not store inventory, trash, furniture, or equipment in common areas.
3. Use only designated parking and instruct employees and clients accordingly.
4. Maintain professional noise levels and control music, vibration, odors, and lighting.
5. Dispose of ordinary waste properly. Tenant must separately arrange lawful disposal of sharps, chemicals, medical, biohazardous, or regulated waste.
6. Do not share access credentials. Ensure exterior doors latch and report security concerns promptly.
7. Children and guests must be appropriately supervised. Animals are prohibited except service animals or with written approval.
8. Do not attach items to common-area walls, windows, doors, or signs without approval.
9. Follow all health, sanitation, licensing, fire, and occupancy requirements applicable to Tenant's services.
10. Respect scheduled classes, appointments, events, and the operations of all Highland Hub occupants.
11. Report leaks, spills, damage, unsafe conditions, or maintenance emergencies promptly.
12. Landlord may issue reasonable additional rules consistent with the Lease after written notice.

SAMPLE ONLY - SUBJECT TO COMPLETION, NEGOTIATION, AND LEGAL REVIEW