

COMMERCIAL LEASE

This Lease ("Lease") is made and entered into as of this _____ day of **20**____, by and between **Swan Leasing, LLC** ("Landlord") and _____ ("Tenant").

Landlord's Address for Rent & Notices.

Swan Leasing, LLC
P.O. Box 44445
Eden Prairie, MN 55344
Telephone: (612) 521-7777
Email: swanleasing@gmail.com

Tenant's Address for Notices.

Attn: _____

Telephone: _____
Email: _____

1. **PREMISES:** The portion of the Building located at _____ commonly known as _____, consisting of approximately _____ square feet as shown on Exhibit B.

2. **LEASE TERM:** Tenant shall lease the Premises, for a term of _____ months commencing _____ and terminating _____.

2.1 **Notice Period.** One calendar month plus one day unless otherwise specified.

3. **OTHER PROVISIONS:** _____

4. **TYPE OF LEASE:** This Lease is a (circle one) GROSS NNN Lease under which tenant DOES DOES NOT pay Shared Costs & CAM set forth in Paragraph 10 in addition to base rent.

5. **RENT:** Tenant covenants and agrees to pay rent at the following rates.

Period	Monthly Base Rent	Estimated Shared Cost & CAM

6. **UTILITIES:** The following utilities are included in the base rent: _____

7. **USE:** The Premises shall be used for: _____

8. **SECURITY DEPOSIT:** Tenant will pay a Security Deposit in the sum of \$ _____

9. **LATE FEE / NSF FEE:** \$50 if rent not received by the 5th of the Month. \$30 for each payment not honored by bank (Non Sufficient Funds / Bounced).

10. **SHARED COSTS AND COMMON AREA MAINTENANCE (CAM):** If Net Lease, Tenant agrees to pay to Landlord the additional costs set forth below, at the time and place that payments of Base Rent are due and payable. If Tenant is not responsible for CAM, this Paragraph does not apply. Tenants pro-rata share of the building is based on Tenants leased space of _____ square feet over the _____ square feet total building size or _____ percent.

Additional cost for 20_____ is approximately \$_____ / sf or \$ _____ per month

CAM charges are calculated and adjusted every calendar year, based on the Tenants pro-rated share of the Leased space, and include:

- 1) All real estate taxes and special assessments assessed and payable during the Term of the Lease.
- 2) Premiums for commercially reasonable casualty, property and liability insurance that the Landlord maintains.
- 3) Operating expenses, which are defined to mean, for any period, the actual costs and expenses for the maintenance, repair and operation of the common area to include, but not be limited to, common area lighting, plumbing, parking and landscaped areas, signs, snow removal, and non-structural areas of the Building, as well as costs of equipment for such maintenance, repair and operation.

11.

11. **RENT AND SECURITY DEPOSIT.** Rent shall be payable in advance without setoff, deduction or demand on or before the first day of each month during the lease term. Receipt of Security Deposit is acknowledged here by Landlord. Landlord shall not be obligated to keep the security deposit in a segregated account and Landlord shall not be liable for the payment of interest on the amounts deposited. Security Deposit shall be returned within 3 weeks of the termination of this lease, minus any amounts used to mend damage or defaults by Tenant.

12. **PREMISES AND USE:** Landlord hereby leases to Tenant and Tenant hereby accepts and leases from Landlord, for the term set forth above, the Premises set forth above, together with the right to use, in common with Landlord and other tenants of the Building and their agents, employees, and invitees, the parking areas, walkways, driveways and any other areas, facilities or improvements located in or on the Building or Land and designed or intended to be used in common (the “common areas”). For purposes of this Lease, the parties accept the number of square feet shown above, even if measurement or confirmation might yield a different number of square feet.

The Premises shall be used by tenant for the use listed in Paragraph 7 (provided, however, that Landlord does not hereby make any warrant or representation, expressed or implied, that the Premises may be used for such purposes under applicable building and zoning and other laws, ordinances, and codes), and for no other purpose, in compliance with all applicable government laws, ordinances, codes, rules, regulations and orders, and also in compliance with the rules and regulations of Landlord which are attached hereto as Exhibit A, as the same may from time to time be reasonably supplemented or amended and any such amendment shall be forwarded to Tenant at the addresses indicated on the cover page. No part of the Premises shall be used for any purpose which constitutes a nuisance or which is dangerous, illegal or offensive, or which unreasonably interferes with the general safety, comfort and convenience of Landlord or other tenants of the Building.

13. **ACCEPTANCE OF PREMISES.** Tenants acknowledges that it has inspected the Premises and accepts them in their present condition with exception that all personal property will be removed and the space turned over in broom-clean condition. All mechanical, electrical and plumbing systems shall be in proper operating condition as suitable for the purposes for which they are leased, and further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises, have been made by Landlord.

If Landlord does not complete leasehold improvement, if any, to be completed by Landlord, and deliver possession of the Premises on or before the commencement date of this Lease, or if Landlord is unable for any reason to deliver possession of the Premises by such date, Landlord shall not thereby be deemed to be in default thereunder, and shall not thereby be liable to Tenant for any loss, damage, cost, or

expense suffered or incurred by Tenant, nor shall the commencement date or the term of this Lease be affected or changed thereby, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same.

14. **UTILITIES.** Tenant shall pay for all utilities that are now or in the future shall be separately metered to the Premises, including but not limited to, gas, electricity, telephone, networking and any other utility services used within the Premises during the term of this Lease, except those utilities included in the rent under Paragraph 6. Tenant agrees that Landlord is not, nor shall be, required to furnish to Tenant any utility services except those listed under Paragraph 6.
15. **MAINTENANCE BY LANDLORD.** Landlord shall, at its expense, keep the structural parts of the Building in good order, safe condition and repair, including the exterior walls, roof, floor, foundation, and interior support columns except if damaged by Tenant.
16. **MAINTENANCE BY TENANT.** Tenant shall be solely responsible for providing and paying for its own janitorial services, including without limitation window washing and replacement of light bulbs for the Premises. Tenant shall also, at its expense, keep and maintain all electrical, mechanical, plumbing, heating and air conditioning systems, facilities and components serving the Premises in good order, condition and repair, which shall include, without limitation, maintenance repairs of such systems, facilities, and components which are located in and exclusively serving the Tenant's leased space.
17. **GENERAL REPAIR.** In the event that any act or omission resulting in the necessity for maintenance or repair of the Land, Building and /or Premises involves the negligence, gross negligence or deliberate act of a party to the Lease, not normally obligated to perform such maintenance or repair, or any agent, employee or invitee of such party, then such party shall be responsible for performing the maintenance or repair and paying for the same. Nothing in this paragraph is intended to or shall be construed as negating or modifying the waiver of subrogation provisions contained in paragraph 19 below as to acts or omissions covered by fire and extended risk or personal property insurance policies.
18. **INSURANCE BY TENANT.** Landlord, and landlord's agents and employees, shall not be liable to Tenant, or those claiming through or under Tenant, for injury, death, burglary, theft or disappearance occurring in, on or about the Premises, the Building, and the Land and appurtenances thereto and Tenant shall indemnify and hold them harmless from any claim, damage, cost and expense (including reasonable attorneys' fees) or liability arising out of any injury, death, property damage, burglary, theft or disappearance occurring in, on or about the Premises to Tenant or any agent, employee or invitee of Tenant, unless due to Landlord's negligence or willful misconduct.

Tenant, and Tenant's agents and employees, shall not be liable to Landlord, or those claiming through or under Landlord for injury, death, burglary, theft or disappearance occurring in, on or about the Premises, the Building, and the Land and appurtenances thereto and Landlord shall indemnify and hold them harmless from any claim, damage, cost and expense (including reasonable attorneys' fees) or liability arising out of any injury, death, property damage, burglary, theft or disappearance occurring in, on or about the Premises to Landlord or any agent, employee or invitee of Landlord, unless due to Tenant's negligence or willful misconduct.

The Tenant, at the Tenant's sole cost and expense, shall maintain for the mutual benefit of the Landlord and the Tenant, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises, such insurance to afford protection in a combined single limit of not less than One Million and 00/100ths Dollars (\$1,000,000.00). All policies of insurance shall be in form and substance satisfactory to the Landlord, shall be written with companies

satisfactory to the Landlord, and shall provide for at least thirty (30) days written notice to Landlord prior to cancellation. Such policies, or certificates thereof, shall be delivered to Landlord prior to the commencement of the lease term; and evidence of any renewal of such insurance shall be delivered to Landlord not less than thirty (30) days prior to the expiration of the term of such coverage.

Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of a character so hazardous as to render it difficult, impracticable or impossible to secure insurance acceptable to the Landlord, and further, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies of Fire Underwriters as so affecting the insurance risk.

19. **WAIVER OF SUBROGATION.** Landlord, on its own behalf and on behalf of anyone claiming through or under it, hereby waives and releases all claims, liabilities and causes of action against Tenant and the agents, employees and invitees of Tenant, and Tenant, on its own behalf and on behalf of anyone claiming through or under it, hereby waives and releases all claims, liabilities and causes of action against Landlord and the agents, employees and invitees of Landlord, for loss or damage to, or destruction of, the Premises or any portion thereof, the Building and other improvements situated on the Land, as well as the improvements, fixtures, equipment, supplies, merchandise and other property located in, upon or about the Premises, resulting from fire, explosion or other perils included in standard fire and extended coverage insurance, whether caused by the negligence of any of said persons or entities or otherwise.
20. **IMPAIRMENT OF USE.** In the event of damage to the Premises during the term hereof by fire, the elements or other casualty, Landlord shall restore the Premises, at its cost, to the condition that the Premises were in on the commencement date of this Lease, and with reasonable dispatch unless Landlord shall, within sixty (60) days of the date of the occurrence of such fire or other casualty, elect not to rebuild. Tenant shall be solely responsible for repair and replacement of its personal property, equipment and trade fixtures. In the event Landlord elects not to rebuild as above set forth, then this Lease shall cease and terminate as of the date of such damage and destruction, any rental prepaid for the period after such date shall be refunded to Tenant, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. During any such restoration, to the extent the Premises shall be untenable or it shall be impracticable to conduct business therein, the rent shall abate proportionately. If the Premises are to be repaired under this paragraph, Landlord shall repair at its cost, any injury or damage to the Building and building standard work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement for any other leasehold improvements and Tenant's inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or project as a result of any damage from fire or other casualties
21. **ASSIGNMENT.** Tenant shall not assign, sublease, mortgage, pledge or in any manner transfer the Premises or any part thereof or this Lease without the prior written consent of Landlord whose consent shall not be unreasonably withheld. If the Tenant is a partnership, corporation or other legal entity, any change in the partnership interest, stock or legal or beneficial ownership of such partnership, corporation or other entity that results in a present change in control of such partnership, corporation or other entity, shall be deemed an assignment of this Lease for purposes of this paragraph.
22. **ALTERATIONS AND MECHANIC'S LIENS.** Tenant shall not make any alterations or improvements to the Premises without the prior written approval of the Landlord, whose consent shall not be unreasonably withheld, which approval may be conditioned on the Tenant's compliance with such requirements with respect to such alterations as Landlord may impose, including without limitation the furnishing of a bond or other security satisfactory to Landlord against mechanics' liens and claims

therefore and upon the agreement of Tenant to remove the alternations and improvements and to restore the condition of the Premises to the condition existing prior to Tenant's alterations or improvements. Any such work approved by Landlord shall be done in a good, workmanlike manner in conformance with applicable building codes, free and clear of mechanics' liens and claims therefore. Any alterations and improvements shall become the property of Landlord upon being affixed to the Premises and all right, title and interest of the Tenant therein shall immediately cease. Landlord at its discretion during the term of this Lease shall have the right to change or modify all sign criteria approved herein or otherwise adopted during the term of this Lease; provided, however, that Tenant shall not be required to remove or modify any sign previously approved by Landlord under the sign criteria in effect at the time of such approval.

23. **SURRENDER.** Upon the expiration or termination of this Lease, Tenant shall peaceably surrender the Premises broom-clean, in good condition and repair, excepting fire and other casualty, and reasonable wear and tear (which operation of its business, or installation made by Tenants). Tenant shall, at its expense, remove all of its leasehold improvements pursuant to paragraph 22, trade fixtures, personal property, equipment, and signs from the Premises. Any property not removed on or before the expiration or termination of the Lease shall be deemed to have been abandoned. Any damage to the Premises caused in the removal of such items shall be repaired by and /or at the expense of Tenant.

24. **DEFAULT OF TENANT AND REMEDIES.**

A. **Events of Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

1. If Tenant fails to pay any rent or any other charges required to be paid by Tenant under this Lease and such failure is not cured within five (5) days after such payment is due and payable; or
2. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
3. Any proceeding is commenced by or against Tenant for the purpose of subjecting the assets of Tenant to any law relating to bankruptcy or insolvency or for an appointment of a receiver of Tenant or any of Tenant's assets, and such proceeding is not dismissed within sixty (60) days, or Tenant makes a general assignment of Tenant's assets for the benefit of creditors.

B. **Remedies.** If a default hereunder occurs and is continuing, Landlord shall have the right, at its option, in addition to any other rights and remedies it may have hereunder, or at law or in equity or by statute or otherwise, to terminate this Lease as to all future rights of Tenant, and have, regain, repossess and enjoy the Premises or re-enter and take possession of the Premises without terminating this Lease. In addition to any remedies Landlord may have, Landlord may recover from Tenant, and Tenant shall indemnify Landlord against, all loss of rents and other damages Landlord may incur by reason of such default, including the cost of recovering and reletting the Premises, and reasonable attorneys' fees.

C. **Right of Landlord to Cure Default of Tenant.** Landlord may, at its option, following ten (10) days written notice to Tenant, instead of exercising any other rights or remedies available to it in this lease or otherwise, spend such sums of money as is reasonably necessary to cure any default

of Tenant herein and the amount so spent, and cost incurred, including reasonable attorneys' fees incurring such default, shall be paid by Tenant, as additional rent, upon demand.

- D. **Legal and Other Expenses.** In the event suit shall be brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or preformed, Tenant shall pay Landlord all expenses incurred therefore, including reasonable fees of attorneys, if Landlord prevails in such suit (Eviction Fee is typically \$522.00) If Tenant prevails in any action involving the interpretation or enforcement of any term or condition of this lease, Landlord shall pay Tenant all expenses in connection therewith, including, without limitation, reasonable attorney's fees, in addition to any other damages or relief to which Tenant may be entitled.
- E. **Cumulative Remedies.** No Remedy herein or elsewhere in this Lease or otherwise by law, statute or equity conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.
- F. **Overdue Payments.** All monies due hereunder from Tenant to Landlord shall be due on demand, unless otherwise specified, and if not paid within five (5) days after the date when due, will incur a \$50 late fee plus interest from the date when due at the rate of fifteen percent (15%) per year or the maximum amount allowed by law for each late payment until paid in full.
25. **SUBORDINATION.** At the option of the holder or holders of any such mortgage, ground lease or other security, this Lease shall be subordinate to any and all mortgages, ground leases, or other security covering the Premises, including any renewals, modifications, consolidations, replacements, and extensions thereof, now or hereafter recorded against the Premises, the Building or Land. Tenant agrees to execute any reasonable instruments which may be reasonable deemed by the Landlord or such holder or holders as necessary or desirable to further effect the subordination of this Lease to any such security. Tenant shall, from time to time, and within ten (10) days after receipt of the request for, Landlord therefore, execute and deliver to Landlord, or to any holder or proposed holder of a security interest in the Premises or to any proposed purchaser of the premises, a certificate in recordable form, certifying, to the extent true and correct, that this Lease is in full force and effect, and that there are no offsets against rent nor defenses to claimed by Tenant, as the case may be, and as to such other matters as is reasonably requested. Tenant shall make no charge for executing and delivering such certificate.
26. **HOLDING OVER.** In the event Tenant remains in possession of the Premises after the expiration of this Lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease in so far as the same can be applicable to a month-to-month tenancy; provided, however, that the Base Rent required to be paid by Tenant during any holdover period shall be one hundred fifty percent (150%) of the Base Rent set forth above. Any holding over, however, pursuant to this Article shall not be considered as constituting a renewal or extension of this Lease.
27. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail, return receipt requested, postage prepaid, to Tenant at its address set forth above and to Landlord at the address then fixed for the payment of rent, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent. Such notices shall be deemed received by the party to whom they are sent on the second day following the date of delivery to the United States Post Office Department.

28. **ENTRY BY LANDLORD.** The Tenant agrees to permit the Landlord and any authorized representatives of the Landlord, to enter the Premises at all times during usual business hours or at any other time to inspect the same and to make any repairs or perform any work deemed necessary or desirable by the Landlord, or in case of emergency. During the progress of any such work, the Landlord may keep and store upon the Premises all necessary materials tools and equipment, and the Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant, as long as Landlord as taken all reasonable steps necessary to minimize such inconvenience, annoyance, disturbance, loss of business or other damage.

The Tenant further agrees to permit the Landlord and any authorized representative of the Landlord, to enter the Premises at all times during usual business hours to exhibit the same for the purpose of sale or mortgage, and, during the last six (6) months of the lease term, to display on the Premises usual “For Sale” and or “For Rent” signs.

29. **SUCCESSORS AND ASSIGNS.** The terms, covenants and conditions hereof shall be binding upon and insure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

30. **GENERAL.**

A. **No Waiver.** No waiver of any default of either party hereunder shall be implied from any omission by the other party hereunder to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

B. **Quiet Enjoyment.** Tenant, upon paying the rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease or other agreements to which this Lease may be subordinate.

C. **Consent.** Wherever in this Lease or the Rules and Regulations the Landlord’s consent, approval, acceptance, or other authorization is required prior to some action or event, Landlord shall not unreasonably withhold, condition, or delay such consent, approval, acceptance, or other authorization.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be duly executed as of the Lease Date set forth above.

LANDLORD:

TENANT:

By: _____
Steven Rorem

(Company Name)
By: X _____
Print Name: _____

Its: President _____

Its: _____

Date: _____

Date: _____

EXHIBIT A
BUILDING RULES AND REGULATIONS

These rules may be added to or amended by Landlord, and such amendments will become effective immediately upon notification.

1. Tenant shall not obstruct or interfere with the rights of other tenants of the Building, or of persons having business in the Building, or in any way injure or annoy such Tenants or persons.
2. Tenant shall not use the Building for lodging, sleeping, or for any illegal purpose or for any purpose that will damage the Building or the reputation thereof or for any purposes other than those specified in the Lease.
3. Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate to prevent such activities.
4. Tenant shall not bring or keep within the Building any animal (except service animals as defined by the Americans With Disabilities Act), bicycle, or motorcycle without written permission.
5. Tenant shall not deposit any trash, refuse, or other substances of any kind within or out of the Building, except in the refuse containers provided therefore. Costs for disposal of improperly handled refuse will be charged to the Tenant.
6. Tenant shall use the common areas only as a means of ingress and egress unless otherwise permitted by Landlord. Unauthorized storage or other use of common hallways, driving lanes, stairs, walkways, or other areas is not allowed. Blocking of fire lanes, doors, or emergency exits is not allowed. Any items left in common areas without Landlord's permission become property of Landlord.
7. Tenant shall use the washrooms, restrooms, kitchens (if any) and plumbing fixtures of the Building only for the purposes for which they were constructed. Cooking is permitted only in areas designed as kitchens.
8. Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Building, without the prior written consent of Landlord and as Landlord may direct.
9. Tenant shall not obstruct, alter, or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire, safety, or lighting systems, nor shall Tenant change the setting of any common area thermostat or temperature control valves without permission.
10. Subject to applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and locked during nonbusiness hours, except when in use for ingress or egress.
11. Employees of Landlord shall not render free or paid services to Tenant. In the event that any of Landlord's employees perform any such services, such employees shall be deemed to be the agents of Tenant regardless of payment. Tenant hereby indemnifies and holds Landlord harmless from any and all liability in connection with any such services.
12. Landlord shall provide one (1) key free of charge, additional copies are \$10.00 each. Tenant shall not install additional locks or bolts of any kind, nor make any changes in existing locks. In the event of the loss of any key furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the locks opened by such lost key.
13. Premises shall not be used for the use, storage, generation, or disposal of Hazardous, Flammable, or Explosive Materials, except ordinary janitorial and office products used and stored in the proper manner, in the usual and customary quantities, and in compliance with all laws, including, without limitation, Environmental Laws.
14. Smoking is not permitted inside the building or within 100 feet of any doors, windows, vents, or air intakes. Tenant shall inform tenant's employees, clients, and invitees of the no-smoking policy. Burning of candles, incense, or other flammable materials is not permitted inside the building.
15. Use of the parking areas shall be subject to such rules as Landlord may promulgate from time to time. Tenant shall not use or permit the use of the parking area for overnight parking or storage without the prior written approval of Landlord. Tenant will not be allowed to restrict traffic in the parking lot or to delivery areas at any time.
16. No sign, advertisement or other visual aid shall be painted, affixed or otherwise exposed on the windows, doors or exterior of the Building, on the Land or on the parking area, without the prior written approval of the Landlord. All identification signs shall be in accordance with the building standards and submitted to Landlord for written approval. Interior illuminated signs must also be submitted to Landlord for written approval.

EXHIBIT B
TENANT'S LEASED SPACE

EXHIBIT C
PERSONAL GUARANTEE

In consideration of the making of this Lease by the Landlord with the Tenant at the request of the undersigned and in reliance on this Guaranty, the undersigned, and each of them jointly and severally, hereby guarantees the payment of the rent to be paid by the Tenant and the performance by the Tenant of all the terms, conditions, covenants and agreements of the Lease. The undersigned promises to pay all the Landlord's expenses, including reasonable attorneys' fees, incurred by the Landlord in enforcing all obligations of the Tenant under the Lease or incurred by the Landlord in enforcing this Guaranty. The Landlord's consent to any assignment or assignments and successive assignments by the Tenant and Tenant's assignees of this Lease, made either with or without notice to the undersigned, or a changed or different use of the demised Premises, or Landlord's forbearance, delays, extensions of time, or any other reason whether similar to or different from the foregoing shall not release the undersigned from liability as Guarantor.

Guarantor:

Name: _____

X _____
Signed

Date: _____

ACH Pre-authorization Form

This agreement is made this _____ day of _____, 20____ by and between Swan Leasing, Inc. and _____.

_____, authorize Swan Leasing to debit our account number _____ at _____ (Financial Institution) in the amount of \$_____ on **the 1st** of each month beginning _____, 20_____.

The authority you give to charge your account will remain in effect until you either notify us in writing to terminate the authorization (with 7 days notice) or when your lease is terminated. Furthermore, you allow Swan Leasing, Inc. to make any additional withdrawals from your account to cover late fees, NSF charges, or damage to the property. Please include a voided check for the account to be used for Automatic transactions.

Tenant _____

By: _____

Its: _____

Date: _____

***Please attach a VOIDED check.**

Internet Use Agreement / Router Agreement

Between _____ (Landlord) and _____ (Tenant)

Landlord offers the option of connecting to the Internet via our building network. This is provided as an optional extra, and may not always be 100% reliable or available. Landlord reserves the right to change, reconfigure, or shut down the network as needed, to discontinue or cancel service at any time, and to change the terms and conditions.

Tenants who wish to use Landlord’s network must agree to the following terms and conditions:

1. Landlord does not guarantee the availability, reliability, or safety of this network connection. You are solely responsible for keeping your equipment functioning, properly configured, and free of viruses or other harmful programs, and for operating a personal firewall. Users shall understand that we may not have time or resources to diagnose or repair any problems that may arise while using our network, and it should not be solely relied upon for critical applications. If you believe the service is not working properly, we will test our network equipment at a time of our convenience for a \$25.00 fee, payable at time of testing. If, in the sole judgment of Landlord, our network is found to be faulty, the \$25.00 fee will be waived.
2. You are responsible for any activity originating from your computer(s), or from any network connection(s) in your Premises. Your section of the network has a unique IP address through our ISP. Any legal issues arising from activity on this IP address will be referred to you.
3. You shall not use the network or Internet connection for any illegal activities, including but not limited to copyright violation, “hacking”, distributing malicious software, or interfering with other network or Internet users.
4. You agree not to send or provide unsolicited advertising emails (spam).
5. You shall not attach unsecured wireless devices to our network. Any wireless connection must be properly secured, and you are responsible for any traffic that originates from your wireless connection(s).
6. You agree not to alter or interfere with the operation of the network or of other users on the network, and not to attach additional routers or devices in a way that interferes with network operation.
7. You shall indemnify and hold Landlord harmless from and against any and all claims, demands, actions, suits, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to your use of the network.
8. If any aspect of these terms and conditions is found to be unenforceable or unlawful, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Tenant

Date

Tenant

Date