

LEASE AGREEMENT

This lease agreement (the "Lease") is made this _____ day of _____, 202__ (the "Effective Date"), by and between: _____, ("Lessor"), and Easy Rider Rentals LLC, ("Lessee").

RECITALS

- A. Lessor is the owner or lessee of real property known as _____
_____ (the "Location").
- B. Lessee desires to lease an outside portion of the Location for the purpose of operating a rental E-Bike pick up and drop off site.
- C. Lessor agrees to allow Lessee right to operate a rental E-Bike business at the Location.
- D. The parties desire to enter into a lease agreement defining their rights, duties, and liabilities relating to the foregoing recitals.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Leased Premises**

- a. Lessor agrees to lease to the Lessee an outside portion of the Location measuring one hundred and sixty (160) square feet (the "Leased Premises") beginning the Effective Date.

2. **Term and Option to Renew**

- a. The "Initial Term" shall be a period of 18 months, commencing on the Effective Date.
- b. Subject to the terms and conditions of this Lease, Lessee shall be entitled to use and occupy the Leased Premises during the initial term and upon consent of Lessor, Lessee shall have the right, to renew the term of the lease for two (2) separate Renewal Periods of eighteen (18) months on the following conditions:
- i. No default by Lessee in the performance of any of the terms of this Lease exists 90 days prior to the commencement of any Renewal Period.
 - ii. Except as specifically provided herein, each Renewal Period shall be on the same terms, covenants and conditions as provided in this Lease, except that there shall be no privilege to renew the Lease for any period of time beyond the expiration of the second Renewal Period.
 - iii. The Lease will be automatically renewed for the applicable Renewal Period unless, at least sixty (60) days prior to the expiration of the Initial Term, or the first Renewal Period, Lessee, or Lessor shall give notice in writing of its election not to renew the Term of this Lease for the applicable Renewal Period.

- iv. Absent the giving of notice of election not to renew the Lease, as set forth in the foregoing paragraph, this Lease, shall be deemed to be renewed and the Term thereof renewed for the applicable Renewal Period from the date of expiration of the Initial Term, or expiration of the first Renewal Period, as the case may be, without the execution of any further lease or instrument.

3. Purpose and Prohibited Uses

- a. The Leased Premises shall be used only for the operation of a E-Bike rental pickup and drop off location and Lessee shall not use, or permit the Leased Premises, or any part thereof, to be used for any purpose other than the express purpose for which the Leased Premises are hereby leased. Lessee shall engage in no business or activity that will cause or permit any hazardous substance or material to be stored, used or disposed of in or around the Leased Premises, nor violate any applicable law, rule, ordinance or regulation of any governmental body. Lessee shall abide by all of the Lessors park rules and regulations.
- b. The Lessee shall have free, and unrestricted access to the Leased Premises twenty (24) hours a day, seven (7) days per week but the Lessee's customers shall only have access during park hours (6am – 10 pm).
- c. The Lessor will designate the location of the Leased Premises at the commencement of the Initial Term, but agrees the Lessee can place temporary movable Lockers on the Leased Premises (the "Lockers") that will house and protect the E-Bikes rented by the Lessee.
- d. The Lessor agrees to provide an outside location for the Leased Premises that will allow placement of the Lockers and free access by the Lessee twenty four (24) hours per day, seven (7) days per week.
- e. The Lessee will not store or allow trash or unsightly material in or around Lockers and agrees to promptly remove same if placed there by a customer and notified by Lessor.

4. Rent

- a. The annual rent shall be fifty dollars (\$50.00) per square foot, or a total payment of Eight Thousand Dollars (\$8,000.00) per year in equal monthly installments of Six Hundred and Sixty Six Dollars and Sixty Six cents (\$666.66) payable in advance on the first day of each month.
- b. In the event Lessee fails to make any rent payment within ten (10) days of the due date, Lessee shall pay as additional rent, a late payment fee of Thirty Five Dollars (\$35.00).
- c. In the event Lessee fails to pay any rent due within fifteen (15) days of the due date thereof, all rent sums then due shall then commence to accrue interest at the rate of twelve percent (12%) per annum until paid. If the Lessee fails to pay any rent due within 30 days the Lessor at its option may terminate the Lease upon 15 days written notice to the Lessee. Upon the expiration of the 15 days noted in the written notice, the Lease shall be terminated unless the Lessee has paid all outstanding rent within the 15 day notice period.

5. Warranties, Access to Leased Premises, Signage

- a. Lessor covenants that it has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Leased Premises, and full and unrestricted access to the Leased

Premises by Lessee and its customers during the Term hereof, if Lessee pays the rent and other charges provided herein and otherwise performs the terms and conditions of this Lease.

b. Lessee, at its sole expense, shall be permitted to place signage on the exterior of the Lockers placed on the Leased Premises, subject to prior written approval of Lessor, not to be unreasonably withheld, and in compliance with all governmental regulations.

6. Waste and Nuisance Prohibited

a. During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Property, including those laws, which, if breached, might result in any penalty to Lessor or forfeiture of Lessor's title to the Property. Lessee shall not commit, or suffer to be committed, any waste or any nuisance on the Property.

b. Lessee will not do or permit any act or thing that may impair the value of the Leased Premises or any part thereof, or that materially increases the dangers, or poses an unreasonable risk of harm, to third parties (on or off the Leased Premises) arising from activities thereon, or that constitutes a public or private nuisance or waste to the Leased Premises or any part thereof.

7. Maintenance

a. Lessee shall, throughout the Term of this Lease, keep, repair, replace and maintain the Leased Premises, in good and sanitary order, condition and repair. At the expiration or earlier termination of the Lease, Lessee shall surrender the Leased Premises to Lessor in substantially the same condition as existed upon commencement of the Lease, normal wear and tear excepted.

b. Lessee shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Leased Premises, the improvements thereon or any activity or condition on or about the Property.

8. Park Rules

a. Lessee agrees to observe and abide by all city park operating rules and hours.

9. Indemnity

a. Lessee shall indemnify Lessor against all expenses, liabilities and claims by or on behalf of any person or entity, arising out of any of the following:

- i. failure by Lessee to perform any of the terms or conditions of this Lease;
- ii. any injury, death or damage happening on or about the Leased Premises not caused by the fault or negligence of the Lessor or its employees, agents, contractors, invitees, licensees or guests;
- iii. any injury, death or damage happening on or about any portion of the Leased Premises caused by the fault or negligence of Lessee, its employees, agents, contractors, invitees, licensees or guests;
- iv. any injury, death or damage caused by the equipment of the Lessee upon the Premises;
- iv. failure by Lessee to comply with any law of any governmental authority.

10. Insurance

a. Lessee shall furnish and maintain at all times during the Term of this Lease comprehensive public liability insurance, covering both bodily injury and property damage, and including insurance against assumed or contractual liability under this Lease. Such insurance policy shall have an aggregate limit of not less than One Million Dollars (\$1,000,000.00), and shall list the Lessor as an additional insured.

11. Complete Agreement Applicable to Successors

a. This Lease contains the entire agreement between the Parties, supersedes any and all prior agreements or understanding written or oral between the Parties, and cannot be changed or amended except by a written instrument subsequently executed by the Parties. The recitals herein form part of this Lease. Should any provision of this Lease be determined to be unenforceable, the remaining provisions hereof shall remain in full force and effect. This Lease and the terms and conditions hereof shall inure to the benefit of, and shall be binding on, the heirs, legal representatives, successors and assigns of the Parties.

12. No Business Relationship

a. Nothing in this Lease shall be deemed to create the relationship of partners, partnership, joint venture, or any other business relationship between the Parties hereto. The only relationship intended between the Parties to this Lease shall be as Lessor and Lessee.

13. Risk of Flooding and Loss

Risk of Flooding and Loss. Lessor hereby discloses to Lessee and Lessee hereby indicates that Lessee has knowledge and awareness that the Location is situated proximate to the native channel of the Virgin River and within the Virgin River flood-way, and as such, the Location is subject to flooding and flooding-related risks, such as flood loss or damage to property. Lessee acknowledges that the Location was designed to function within the flood risk zones and planned to accommodate and receive flood waters of the Virgin River in the event that flooding should occur. Lessee acknowledges that the Lessor shall have no duty or obligation to Lessee for repair, replacement, damages, or loss of profits in the event that Lessee's property or the Location are damaged or destroyed by flooding or acts of God. Lessee acknowledges and agrees that each and every representation, warranty, or obligation of Lessor under this agreement may be impeded, frustrated, or impacted by effects of flooding or acts of God, and that should any such event occur, Lessor shall have no duty or obligation to Lessee for repair, replacement, damages, contract damages, or loss of profits. Lessee acknowledges and agrees that in the event of flooding or acts of God, Lessee's ability to access the Location may be limited or stopped by discretionary decisions by Lessor, emergency services, anticipated flood risk, or flood damages and that Lessee's property may be subject to total loss with Lessor having no responsibility to Lessee under this agreement.

14. Applicable Law

a. This Lease shall be governed by and construed and enforced according to the laws of the State of Utah, without reference to conflicts of law principles. Any action brought to construe, interpret or enforce the terms of this Lease may only be brought in the Fifth Judicial District

Court in and for Washington County, State of Utah.

15. Attorneys' Fees and Costs

a. In the event of any claim, action, or lawsuit to enforce, modify, interpret, invalidate, rescind, or set aside any term or provision of this Lease, the prevailing party shall be entitled to an award of its costs and expenses, including reasonable attorneys' fees, incurred as a result of such claim, action, or lawsuit including any appeals resulting therefrom.

IN WITNESS WHEREOF, this Lease has been entered into the day and year first above written.

LESSOR:

LESSEE:

By: _____

By: _____

Its: _____

Its: _____

Address for Lessor:

Address for Lessee:

