

This instrument prepared by:  
**Attorney at Law**

**COMMERCIAL LEASE AGREEMENT**

**THIS COMMERCIAL LEASE AGREEMENT** (the “Agreement” or “Lease”) made, entered into and executed this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**BEAU+NID, LLC** (the “Lessor”), with a mailing address of 120 W Morris Street, Sweetwater, Tennessee 37874,

**AND**

the “Lessee”), with a mailing address of 120 W Morris Street, Sweetwater, Tennessee.

Lessor and Lessee may collectively be referred to as the “Parties.” This Agreement creates joint and several liabilities in the case of multiple Lessees.

**WITNESSETH:**

**WHEREAS**, Lessor is the fee owner of certain real property being, lying and situated in Monroe County, Tennessee, such real property having a street address of 120 W Morris Street, Sweetwater, Tennessee 37874 (the “Property”).

**WHEREAS**, Lessor desires to lease the 1,800 square foot office space located on the first floor of the Property (the “Premises”) to Lessee upon the terms and conditions as contained herein; and

**WHEREAS**, Lessee desires to lease the Premises from Lessor on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** The term of this lease shall be for a primary term of two (2) years, commencing on the date of execution of this Agreement and ending on midnight on the two (2) year anniversary of the date of execution of this Agreement, and shall be renewed for another 12 months unless a thirty (30) day notice is given by either parties.
2. **RENT.** Lessee agrees to pay to Lessor as rent for the Premises the amount of \_\_\_\_\_ each month in advance on the first (1<sup>st</sup>) day of each for the first 12 (Twelve) months of the lease term. After the first 12

(Twelve) months of the term have passed, Lessee agrees to pay each month with the same terms. All payments shall be paid to the Lessor at the address provided herein or any other address as provided to the Lessee in writing.

3. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of \_\_\_\_\_ receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. **USE OF PREMISES.** The Premises shall be used for Commercial Office Space and for no other purposes.
5. **PARKING.** There are no designated parking spaces provided with the Premises. The Lessee and Lessee's employees may utilize public parking spaces located in downtown Sweetwater, Tennessee, subject to all applicable municipal parking regulations and restrictions. The Lessee is responsible for ensuring compliance with all parking regulations and ordinances established by the City of Sweetwater and other relevant authorities.
6. **INSURANCE.** LESSOR DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT LESSEE'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS LESSEE'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Lessee, at Lessee's expense, shall secure his or her own renter's insurance to protect Lessee and Lessee's property against all perils of whatsoever nature. Such policy shall also provide general liability coverage in the amount of up to one million dollars. Lessee agrees to obtain insurance coverage for 100% of the actual cash value of Lessee's property located in or on the Premises, or Lessee agrees to be self-insured. Insurance on Lessee's property is a material condition of this Agreement, and Lessee assumes all risk of loss, damage, or theft to Lessee's property that would be covered by such insurance. Insurance carried by Lessor shall be for the sole benefit of Lessor and Lessee shall make no claim whatsoever against Lessor's insurance. Lessee agrees not to subrogate against or allow Lessee's insurance company to subrogate against Lessor in the event of loss or damage of any kind or from any cause. Duplicate originals or certificates of insurance of the policies provided shall be furnished by Lessor and Lessee to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the Lessor and Lessee.
7. **CONDITION OF PREMISES.** Lessee stipulates, represents, and warrants that Lessee has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe and clean condition.
8. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license

shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

9. **ALTERATIONS AND IMPROVEMENTS .** Lessee shall have the right to make such alterations and improvements to the Property as it deems necessary or desirable upon obtaining written approval from Lessor. Such alterations and improvements shall comply with all applicable construction laws and regulations and shall conform generally with the existing improvements on the Property. The Lessee shall keep the Property free from any and all liens arising out of the work performed or materials furnished in making such improvements.
10. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease Term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.
11. **SIGNS.** Lessor agrees to allow Lessee, at Lessee's expense, to place a sign with the Lessee's business name and/or logo on the exterior of the Premises. All signs and signage must be preapproved with Lessor before displaying at the premises.
12. **RESPONSIBILITIES OF LESSEE.** The Lessee is solely responsible for managing Lessee's business, including, but not limited to, financial responsibilities, employee oversight, business operations, and obtaining applicable insurance policies and licenses and/or permits, without any oversight or support from the Lessor.
13. **BOOTH/SPACE RENTALS.** The Lessee is authorized to offer booth rentals to the Lessee's employees or independent contractors for providing cosmetology, massage therapy, esthetician services, or other related personal care or beauty services. These booth rentals must operate under and adhere to all the terms and conditions outlined in this lease agreement. The Lessee assumes full control and responsibility for managing the booth rentals and agrees to be accountable for any damage to the Premises or any incidents that arise directly or indirectly from these activities. To safeguard against potential liabilities, the Lessee is obligated to require each booth renter to secure premises liability insurance that provides coverage of up to \$1 million for any incidental claims. Furthermore, the Lessor must be designated as an additional insured on each renter's insurance policy. It is the Lessee's responsibility to collect and maintain proof of such insurance from each booth renter and to furnish this documentation to the Lessor upon request.
14. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the

danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

15. **UTILITIES.** The Lessor will cover Lessee's monthly electricity expenses up to a maximum of \_\_\_\_\_ Electricity costs above this threshold will be billed to Lessee as additional rent in the following month. All gas, sewage, and water utilities are included in the base monthly rent.
16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Lessor exercises its rights to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
17. **CONDEMNATION.** If, during the term of this Agreement, the Premises shall be taken or condemned, either in whole or part, by competent authorities for public or quasi-public use, Lessee shall have the option to terminate this Agreement as of the date of taking. If Lessee elects not to terminate this Agreement, then this Agreement shall continue in full force and effect.
18. **MAINTENANCE AND REPAIR; RULES.** Lessor is solely responsible for maintaining and repairing the roof, foundation and exterior of the building, as well as the electrical, plumbing, and HVAC system, and all parking areas, unless such repairs or maintenance is required due to structural changes of the floor plan. Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. All repairs, maintenance, replacement or reconstruction to the interior of the portion of the building leased by Lessee, including but not limited to replacement of glass doors and windows, are to be made by Lessee at Lessee's expense. If Lessee fails to make such repairs or replacements promptly or within fifteen (15) days of occurrence, Lessor may, at its option, make such repairs or replacements and Lessee shall repay the costs thereof to Lessor on demand. Lessor and Lessee are jointly responsible for any repairs or maintenance required on any Common Area of the Premises.
19. **PEST; LAWN CARE.** Lessee agrees to be responsible for maintaining a clean environment to discourage pest infestation and agrees to report to Landlord any signs of pest problems in a timely manner. Tenant agrees to pay for damages and pest eradication if pest infestation occurs as a result of their action or inaction. Lessee is responsible for all lawn maintenance including, but not limited to, cutting, edging,

trimming, weeding, watering, fertilizing, and insect control to ensure that the lawn, trees, and shrubs are maintained.

20. **COMPLIANCE.** Lessee shall promptly comply with all of the ordinances of the City of Sweetwater, Tennessee, or of any other governmental body applicable for said premises and to all ordinances and requirements enforced by the state board of health, sanitary, fire or police departments of the City of Vonore for the correction, prevention and abatement of nuisances in and about or connected with the Property because of Lessee's use thereof during the term of this Agreement, all at Lessee's expense. Lessee shall provide for the removal of its own trash, waste paper, boxes and cartons and shall not permit any accumulation of such materials. Lessee shall not engage in any act which shall constitute a nuisance.
21. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or any building thereon. Except in the case of an emergency, Lessor agrees to give Lessee a three-hour notice before entering the Premises for the purposes of inspection. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "For Sale", "For Rent", or "Vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
22. **SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
23. **LESSEE'S HOLDOVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \_\_\_\_\_ per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
24. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
25. **QUIET ENJOYMENT.** Lessee, upon payment of all of these sums referred to herein

as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

26. **NO INTEREST.** It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessor has no ownership in the Lessee's enterprise and the Agreement shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessor.
27. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's customers, guests, invitees, agents or employees or to any person entering the Premises and Lessee Hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.
28. **DEFAULT.** If Lessee shall make default in the payment of the rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, or in any of the other covenants, agreements, conditions or undertakings herein contained, and such default shall continue for thirty days after notice thereof in writing to Lessee, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of creditors, or (d) if Lessee shall vacate or abandon the leased property, then, and in any such event, it shall be lawful for the Lessor, at his election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the said premises and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. If any default shall be made in any covenant, agreement, condition, or undertaking which cannot with due diligence be cured within a period of 30 days, and if notice thereof in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of 30 days from and after the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and enforce all of their rights and remedies hereunder for any other default not so cured.

The foregoing provision for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants, or for the recovery of said rent for the full term, and in the event of the termination or default in any of the terms of this lease as aforesaid.

29. **LATE CHARGE.** Lessee shall have a five (5) day grace period for any payment required to be paid hereunder. In the event that any payment required to be paid by

Lessee hereunder is not made within the five (5) day grace period after when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of fifty dollars (\$50.00) per day. If the last day of the five-day grace period occurs on a Saturday, Sunday or legal holiday, Lessor shall not impose any charge or fee for the late payment of rent, provided that the rent is paid on the next business day. Any charge or fee, however described, which is charged by lessor for the late payment of rent shall not exceed ten percent (10%) of the amount of rent past due.

30. **INSUFFICIENT FUNDS.** Lessee agrees to pay the charge of fifty dollars (\$50.00) for each check given by Lessee to Lessor that is returned to Lessor for lack of sufficient funds. In the event that a check is returned to Lessor for insufficient funds, Lessor may, at Lessor's discretion, require Lessee to pay all subsequent rent payments in cash.
31. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and you may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following the abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.
32. **ATTORNEYS' FEES.** It is understood and agreed by and between the Lessor and Lessee that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party's rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).
33. **RECORDING OF AGREEMENT.** Lessee shall not record this Agreement in the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that is has at law or in equity.
34. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Tennessee.
35. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of

this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

36. **ENTIRE AGREEMENT.** This Agreement shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreement between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. This document constitutes the entire agreement of the Parties and it may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement. The provisions contained in this Agreement cannot be modified except by written consent of both Parties.
37. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
38. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
39. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
40. **NON-WAIVER.** No indulgence, waiver, election or non-election by lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.
41. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
42. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United State certified mail, return receipt requested, sent to the mailing addresses contained herein or any other address provided to the other party in writing.

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under Paragraph by written notice thereof to the other party.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be executed on the day and year first above written.

**LESSOR:**

**LESSEE:**

**BEAU + Nid, LLC:**

---

**By:**

**Its:**

---

**By:**

**Its:**