

## SHORT TERM STUDIO LEASE AGREEMENT

This Agreement was entered into on \_\_\_\_\_, between A2zenstudio, a Texas limited liability company ("Lessor"), having its principal place of business at 568 South Coppell Road, Coppell, TX, 75019 ("Company"), and \_\_\_\_\_, an individual ("Lessee").

The parties agree as follows:

### 1. Legal Description

Company leases to Lessee the entirety of the premises known as the A2zenstudio located at 568 South Coppell Road, Coppell, TX, 75019, comprising approximately 920 square feet on the 1st floor of the premises, and described on the floor plan attached to and made a part of this agreement as Exhibit A (the "Premises").

### 2. Term

The term of this agreement commences on \_\_\_\_\_ at \_\_\_\_\_, and will terminate at \_\_\_\_\_ on \_\_\_\_\_, unless renewed in writing by both parties or sooner terminated as provided in this agreement. Except as otherwise provided in this agreement, Lessee shall take possession of the space upon paying the rental amount in full.

### 3. Rent and Cancellations

Lessee shall pay the full amount of rent to Company prior to possession of the Premises. The rental amount shall be \$\_\_\_\_\_. Lessee, in addition to the rental payment, shall be responsible for a security deposit in the amount of \$\_\_\_\_\_, due before the rental date. All bookings must be cancelled with 24 hour notice. Should Lessee fail to provide a 24 hours notice, they shall forfeit the security deposit. No refunds shall be given once Lessee pays for the space in full, unless cancelled with 24 hour notice.

### 4. Allowed Purposes

The Premises shall be used by Lessee as desired for any legal purpose for which the Premises is legally zoned. Company shall not be held responsible for, and Lessee shall indemnify Company from, any harm caused as a result of Lessee's activities or operations, as more thoroughly described in Section 10 below.

## **5. Lessee Representations and Warranties**

Lessee represents and warrants to Company that Lessee has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out Lessee's desired purpose. Upon request by Company, Lessee shall provide Company with copies of all documents reasonably requested by Company to verify Lessee's permits and licenses.

Lessee shall, at its own expense, conduct its business at its own risk and shall keep and maintain the Premises in a safe and sanitary condition. Lessee shall provide all labor, services and supplies which may be required in connection with the operation and maintenance of the Premises in a safe and sanitary condition. Lessee assumes all liability and responsibility for the condition of tools, equipment and materials it uses.

## **6. Restrictions**

(a) Lessee shall not use or allow the use of the Premises, or bring or keep anything in or on the Premises that will increase the risks covered by insurance or is prohibited by any insurance policy, code, zoning restriction or any other applicable law or regulation. Lessee shall not partake in any activities that will result in an increase in the rate of insurance or in a cancellation of any insurance policy, even if the use may be in furtherance of Lessee's business purposes. Lessee agrees to indemnify Company for any increase of insurance premium, citation, code violation or any other fee that is attributable to Lessee's use of the Premises. Moreover:

(b) Lessee shall not use or allow the Premises to be used for any illegal purpose.

(c) Lessee shall not make any alterations or additions to the Premises without Company's express written permission.

## **7. Condition of Leased Premises**

Company represents that the Premises is in good, sanitary, and tenantable condition for use by Lessee. Lessee's acceptance or occupancy of the Premises shall constitute a recognition of such condition. At the expiration of this agreement, Lessee shall surrender the Premises in the same condition as when Lessee took possession. Before surrendering the Premises, Lessee shall remove all items of personal property from the Premises. Failure to remove any personal property from the Premises after surrendering the Premises will constitute abandonment of such personal property that is left in the Premises. Lessee further agrees to indemnify Company for any costs or fees associated with the removal of such personal property and restoring the Premises to a good, sanitary and tenantable condition.

## **8. Maintenance**

Company shall not be liable for any interruption or stoppage of such services caused by mechanical breakdown, repair of equipment, accident, restrictions on the use of energy, unusual

weather conditions, labor problems, government order, unavailability of material, or other circumstances beyond the control of Company.

Lessee shall notify Company of any issues related to the Premises immediately.

## **9. Termination**

(a) In the event that the Premises should be totally or partially destroyed by fire, earthquake, or other cause, which is not the fault of Lessee, to such an extent that it cannot be used for Lessee's legitimate business purposes, this agreement shall be terminated.

(b) In the event of any breach of this agreement by Lessee, Company may terminate this agreement immediately upon verbal or written notice to Lessee. Such termination by Company under this provision shall not alleviate Lessee from the payment obligations due hereunder.

(c) Upon termination of this agreement, Company may recover from Lessee all damages proximately resulting from the breach, including the cost of rent and costs of repairing any damages to the Premises and Company's reasonable attorney fees and court costs.

## **10. Indemnification**

The Company shall not be liable for damage claims for injury to persons or property from any cause relating to the occupancy or use of the Premises by Lessee or Lessee's guests or invitees. Lessee shall indemnify, defend and hold harmless the Company from and against any and all liability, loss, damage claims, obligations, or costs and expenses, including reasonable attorneys' fees, resulting from damage to the Premises, and any injuries or losses whether personal or business in nature, that is incurred by Lessee or one of its guests or invitees. Lessee waives any claim against Company for damages, including consequential, incidental and punitive damages, relating to its occupancy, use of the Premises, this agreement from any other cause whatsoever, including, but not limited to, burglary, theft, or damage by water or fire.

## **11. Company's Rights and Duties**

Company or its agent shall have the right to inspect, perform required maintenance and repairs (as applicable), or make additions, alterations, or modifications to any part of the Premises. Company may erect necessary structures, post relevant notices, and place movable equipment in connection with the making of such additions, alterations, or modifications, without liability to Lessee for disturbance of the quiet enjoyment of the Premises or for loss of use or profits.

## **12. Assignments and Subleases**

Lessee shall not assign or sublease the Premises, in whole or in part, or any right or privilege

connected therewith, or allow any other person to occupy the Premises without the prior, express, and written consent of Company. Any unauthorized assignment, sublease, or consent to occupy by Lessee shall be void, and shall, at the option of Company, terminate this agreement. Upon such termination, Company shall have all rights and remedies described in Section 9 of this Agreement, as well as any other rights or remedies granted hereunder.

### **13. Surrender and Removal of Property; Hold Over**

Upon expiration or earlier termination of this agreement for any reason, Lessee shall surrender the Premises, in good, clean and tenantable condition, less any ordinary wear and tear. If Lessee should fail to remove its property, or any part thereof, within one (1) hour after such termination, Company shall have the right to remove and store or dispose of the property, and make any repairs caused by such removal, at the expense of Lessee.

In the event Lessee holds over the whole or any part of the Premises, without Company's prior, express, and written consent after the expiration of this agreement, tenant shall pay rental equivalent to 200% of the basic rent paid for the duration of the lease in the same rental increments that they remain as a holdover tenant.

### **14. Lessee's Breach**

The following shall be deemed to constitute a breach of the terms of this agreement:

- (a) The failure by Lessee to pay any amount of money due under this agreement.
- (b) The failure by Lessee to comply with any other provision or condition of this agreement.
- (c) As more thoroughly described in Section 18 of this agreement, breach of any provision of this Agreement by Lessee, including, but not limited to, the permitted uses of the Premises, may cause Company irreparable harm, of which remedies at law may not be sufficient to rectify. As such, any breach of this agreement shall entitle Company to seek any remedy available at law or in equity, including injunctive relief. Use of any remedies listed under this agreement shall be cumulative. Omission, by Company, to use one form of relief over another shall not constitute a waiver of any kind of Company's rights or other remedies to it. All rights reserved to Company..

### **15. Rules and Regulations**

The rules and regulations of the premises currently in force and all those that may be adopted by Company from time to time are made a part of this agreement. A copy of the current rules has been attached under Exhibit B, and may be amended by Company in Company's sole discretion

## **16. Governing Law**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any action or judicial proceeding involving this agreement may be brought only in the courts of Dallas County, Texas.

## **17. Attorney's Fees**

In the event of any judicial or administrative proceeding in connection with this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs from the non-prevailing party.

## **18. Waiver**

The pursuit by Company of any of the remedies provided for in any section of this agreement shall not constitute a waiver of any of the remedies available to Company in any other Section or under the law or in equity. A waiver by Company of any breach of this agreement shall not constitute a waiver of any other breach. Forbearance or omission by Company in enforcing any of its remedies upon Lessee's breach shall not constitute a waiver of any of its remedies.

## **21. Entire Agreement**

This lease constitutes the entire agreement between Company and Lessee relating to the subject of the Premises and supersedes any and all previous negotiations and communications, whether oral or written, between the parties with respect to this agreement. There are no representations or warranties, express or implied, between the Company and Lessee with respect to the subject matter of this agreement, except those specified in this lease.

**22. Amendment to Agreement**

This agreement can only be amended by a written agreement signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**COMPANY:**

By: \_\_\_\_\_  
\_\_\_\_\_

**Lessee:**

By: \_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**  
**Floor Plan**

**Exhibit B**  
**Rules and Regulations**