

NORTH CAROLINA COMMERCIAL LEASE AGREEMENT

1. **THE PARTIES.** This Commercial Lease Agreement ("Agreement") is made on _____, by and between:

Landlord: ITALO LEIVA, with a mailing address of _____ ("Landlord"), who agrees to lease the Premises to:

Tenant: JUANAVARGAS ^{BORNSCHEIN DBA}, with a mailing address of TROPICAL COCKTAILS LLC ("Tenant"), who agrees to rent the Premises under the following terms:

Collectively, the Landlord and Tenant shall be known as the "Parties."

2. **LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space:

Street Address: 821 S 8TH STREET SUITE B.
Square Feet: 2,300 SF
Type of Space: STORE.
Other Description: _____.

Hereinafter known as the "Premises."

3. **USE.** The Tenant agrees to use the Premises for: (check one)

- **All purposes legal under law.**

- **Only for the following purpose(s):**

Any change in the above-mentioned purpose(s) of the Premises shall only be permitted upon the Landlord's prior written consent.

4. **TERM.** This Agreement shall be considered a: (check one)

- **Fixed Lease.** The Tenant shall be allowed to occupy the Premises starting on APRIL 24 2024 and ending on APRIL 24 2027.

- **Month-to-Month Lease.** The Tenant shall be allowed to occupy the Premises on a month-to-month basis starting on _____ and ending upon written notice of _____ days from one party to the other.

Hereinafter known as the "Initial Term."

5. **SECURITY DEPOSIT.** The Tenant is obligated to pay: (check one)

- **No Security Deposit.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

- **Security Deposit Required.** The Tenant is required to pay \$_____ and it shall be due and payable in advance of the Initial Term ("Security Deposit") and shall be held in escrow by the Landlord in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's rent.

6. **RENT.** During the Initial Term, there shall be: (check one)

- **No Rent Increases.**
Monthly Rent: \$ 1,300

- **Increases in Rent.** The Tenant shall be obligated to pay rent for the Initial Term in accordance with the following time periods:

1st Period – Rent Amount
Monthly Rent: \$ 1,300
From: APRIL 24 2024 To: _____

2nd Period – Rent Amount
Monthly Rent: \$ 1,400
From: APRIL 24 2025 To: _____

3rd Period – Rent Amount 1,500
Monthly Rent: \$ 1,500
From: APRIL 24 2026 To: APRIL 24 2027
1,600

Hereinafter known as the "Base Rent."

7. **PERCENTAGE RENT.** In addition to the Base Rent, there is: (check one)

- **No Percentage Rent.**

- **Percentage Rent.** The Tenant must pay _____% of _____ (gross sales, net sales, etc.). Such payments shall be made, with proof of calculation: (check one)

- Monthly
- Quarterly
- Annually

Hereinafter known as the "Percentage Rent." The Base Rent and the Percentage Rent shall be referred to collectively as the "Rent."

8. **PAYMENT INSTRUCTIONS.** The Tenant shall be obligated to pay the Landlord the Rent on the 24 day of the month (the "Due Date") under the following payment method: _____.

9. **RENEWAL PERIODS.** The Tenant shall have: (check one)

- **No Option to Renew.**

- **Option to Renew.** The Tenant has the option to renew this Agreement under the following terms:

WATER BILL EACH MONTH
THE TENANT RESPONSIBLE ELECTRIC PLUMBER

10. **LATE FEE.** If Rent has not been paid on the Due Date, there is: (check one)

- **No Late Fee.**

- **Late Fee Required.** If the Rent is not paid within ____ day(s) of the Due Date, the Landlord shall charge a penalty in the following manner: (check one)

- **Flat Fee.** A late fee of \$ _____ shall be applied each occurrence day until the Rent is paid in full.

- **Based on Interest.** A late fee shall be charged at a rate of ____% of the Rent amount and applied each occurrence day until the Rent is paid in full.

All late payments made related to Rent shall be first applied to the late fee and all remaining amounts toward the outstanding Rent amounts.

11. **LIABILITY INSURANCE.** The Tenant is: (check one)

- **Not Required to Obtain Liability Insurance.**

- **Required to Obtain Liability Insurance.** The Tenant is required to obtain general liability insurance with a minimum coverage of \$ _____ per occurrence and \$ _____ aggregate.

12. **PROPERTY EXPENSES.** In addition to the Rent, the Tenant is required to pay: (check one)

- **No Property Expenses.** The Tenant shall not be obligated to pay any fees related to real estate taxes, insurance, or common area maintenance expenses.

- **Property Expenses.** The Tenant shall be required to pay the following prorated property expenses: (check all that apply)

- Real Estate Taxes

- Property Insurance

- Common Area Maintenance (CAMs)

- Other. _____

13. **DELIVERY OF PREMISES.** The Landlord agrees to deliver the Premises on the start date of the Initial Term in the following condition: (check one)

- **As-Is.** The Tenant agrees to accept delivery of the Premises in its current condition.

- **Vanilla Box.** The Tenant agrees to accept delivery of the Premises in a standard "vanilla box," with the Tenant being required to provide fixtures, furniture, or any other buildouts. All utilities and services shall be brought to connection with the Premises.

- **Custom Fit-Out.** The Landlord and Tenant agree that the Premises shall be delivered in accordance with the following arrangement:

14. **PARKING.** The Premises shall have the following: (check one)

- **No Parking Provided.** The Tenant acknowledges that the Landlord shall provide no parking on the Premises.

- **Parking Provided.**

a.) Type of Parking. The Landlord agrees to provide: (check one)

- **Shared or Common Parking.**

- **Designated Parking.** A minimum of ____ parking space(s).

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: [Signature] Date: 2-4-2025
Print Name: ITALO LEIVA

Tenant's Signature: [Signature] Date: 2-4-2025
Print Name: JUANA VARGAS

Tenant's Signature: _____ Date: _____
Print Name: _____

Harnett COUNTY, NORTH CAROLINA
I certify that the following person(s) personally a
this day, each acknowledging to me that he or she
signed the foregoing document:
ITALO LEIVA
Date: 02-04-2025
Notary Printed Name KAYLA M. CHAVEZ
Commission Expires: 02-20-2028

[Signature]



Harnett COUNTY, NORTH CAROLINA
I certify that the following person(s) personally a
this day, each acknowledging to me that he or she
signed the foregoing document:
JUANA VARGAS
Date: 02-04-2025
Notary Printed Name KAYLA M. CHAVEZ
Commission Expires: 02-20-2028

[Signature]

