



# NONRESIDENTIAL RENTAL AGREEMENT

Month-to-Month Tenancy

Prepared by: Agent Douglas M. Holton  
Broker Siegel & Co.

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DATE: Nov. 19, 20 15, at Madera, California.  
Items left blank or unchecked are not applicable.

## 1. FACTS:

- 1.1 La Casa de Maria First Mortgage Investors, L.P, a California limited partnership, as the Landlord, leases to Martin Galvan, as the Tenant, real estate referred to as 401 North E Street, Suites C and S in the City of Madera, CA, 93638.
- 1.2 Landlord acknowledges receipt of \$ \_\_\_\_\_ to be applied as follows:  
☒ Security deposit \$1,000.00 ☐ First month's rent \$ \_\_\_\_\_  
☐ Last month's rent \$ \_\_\_\_\_
- 1.3 The following checked addendums are made a part of this nonresidential lease:  
☐ Addendum — General Use [See ft Form 250] ☐ Property Description  
☐ Brokerage Fee Addendum [See ft Form 273] ☐ Standard Option to Purchase [See ft Form 161]  
☐ Condition of Premises Addendum [See ft Form 560] ☐ Option to Lease Additional Space  
☐ Occupant's Operating Expense Sheet [See ft Form 562] ☐ Building rules  
☐ Plat of leased space

## 2. TERM OF LEASE:

- 2.1 The lease will commence November 1, 2015, and continue on a month-to-month basis.  
2.2 Either party, on 30-days' written notice, may terminate this agreement. [See ft Forms 569, 571 and 572]  
2.3 ~~If Tenant holds over, Tenant to be liable for damages at the daily rate of \$ \_\_\_\_\_.~~  
2.4 ☐ This rental agreement is a sublease of the premises and is limited in its terms by the terms and condition of the attached master lease.

## 3. RENT:

- 3.1 Tenant to pay, in advance, \$ 1,600.00 monthly rent on the first day of each month, including rent for any partial month pro rated at 1/30th of the monthly rent per day.
- 3.2 Rent to be paid by:  
a. ☒ check, ☐ cash, or ☒ cashier's check, made payable to Landlord.  
Personal delivery of rent to be at Landlord's address during the hours of 8:00 am to 5:00 pm on the following days: Monday through Friday except holidays  
b. ☐ credit card # \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ issued by \_\_\_\_\_ which Landlord is authorized to charge each month for rent due.  
c. ☐ deposit into account number \_\_\_\_\_ at \_\_\_\_\_ (Financial Institution)  
\_\_\_\_\_ (Address)  
d. ☒ or by US Mail to Landlord's address to be received by the due date
- 3.3 Tenant to pay a charge of \$ 160.00 as an additional amount of rent, due on demand, in the event rent is not received within five days of the due date.
- 3.4 ~~If any rent or other amount due Landlord is not received within five days after its due date, interest will thereafter accrue on the amount at 12% per annum until paid. On receipt of any past due amount, Landlord to promptly make a written demand for payment of the accrued interest which will be payable within 30 days of the demand.~~
- 3.5 Tenant to pay a charge of \$ 25.00 as an additional amount of rent, due on demand, for each rent check returned for insufficient funds, and thereafter to pay rent by cash or cashier's check.

## 4. OPERATING EXPENSES:

- 4.1 Tenant is responsible for payment of utility and service charges as follows: Any utilities or services which are separately metered and specific to the leased premises.
- 4.2 Landlord is responsible for payment of utility and service charges as follows: Any utilities or services which are shared by other tenants.
- 4.3 Tenant to pay all taxes levied on trade fixtures or other improvements Tenant installs on the premises.
- 4.4 Should Landlord pay any charge owed by Tenant, Tenant shall pay, within 10 days of written demand, the charge as additional rent.
- 4.5 ~~As additional rent, Tenant to pay \_\_\_\_\_ % of all real property taxes and assessments levied by governments, for whatever cause, against the land, trees and building containing the leased premises, within 30 days after written computation and demand from Landlord.~~

4.6 ~~As additional monthly rent, Tenant to pay \_\_\_\_\_ % of the common area maintenance (CAM) incurred each month, within 10 days of written statement and demand for payment.~~

- a. ~~Common area maintenance is the cost of maintaining and operating the "Common Areas," including all sidewalks, corridors, plazas, hallways, restrooms, parking areas, interior and exterior walls and all other open areas not occupied by tenants.~~
- b. ~~Common area maintenance includes "all charges" for garbage removal, janitorial services, gardening, landscaping, painting/decorating, repair and upkeep, utilities and other operating costs, including charges for property management of the common area maintenance.~~

**5. POSSESSION:**

- 5.1 Tenant may terminate the lease if Landlord does not deliver up possession within 10 days after commencement of the lease.
- 5.2 Landlord is to recover and deliver possession of the premises from the previous tenant. Tenant will not be liable for rent until possession is delivered.
- 5.3 If Landlord is unable to deliver possession of the premises, Landlord will not be liable for any damages.

**6. USE OF THE PREMISES:**

- 6.1 The Tenant's use of the premises shall be Galvan's Electrical and Auto Repair
- 6.2 No other use of the premises is permitted.
  - a. Tenant may not conduct any activity which increases Landlord's insurance premiums.
- 6.3 Tenant will not use the premises for any unlawful purpose, violate any government ordinance or building and tenant association rules, or create any nuisance.
- 6.4 Tenant shall deliver up the premises together with all keys to the premises on expiration of the lease in as good condition as when Tenant took possession, except for reasonable wear and tear.

**7. APPURTENANCES:**

- 7.1 Tenant shall have the right to use Landlord's access of ingress and egress.
- 7.2 Tenant shall also have the use of (no reserved) parking spaces for the running of its business.

**8. SIGNS AND ADVERTISING:**

- 8.1 Tenant will not construct any sign or other advertising on the premises without the prior consent of Landlord.
- 8.2 ☐ Landlord will maintain a directory in the lobby of the premises displaying the name and suite number of Tenant. Landlord has the right to determine the size, shape, color, style and lettering of the directory.
- 8.3 ☐ Landlord will provide a sign to be placed on the primary door to Tenant's suite. The fees for the cost and installation will be paid by Tenant.

**9. TENANT IMPROVEMENTS/ALTERATIONS:**

- 9.1 Tenant may not alter or improve the real estate without Landlord's prior consent.
  - a. Tenant will keep the real estate free of all claims for any improvements and will timely notify Landlord to permit posting of Notices of Nonresponsibility.
- 9.2 Any increases in Landlord's property taxes caused by improvements made by Tenant shall become additional rent due on demand.

**10. REPAIR AND MAINTENANCE:**

- 10.1 The premises are in good condition, except ☐ as noted in an addendum. [See ft Form 560]
- 10.2 Tenant shall maintain and repair the premises, except for the following which are Landlord's responsibility:
  - ☒ Plumbing and sewers, ☒ Structural foundations, ☒ Exterior walls, ☐ Heating and air conditioning,
  - ☐ Store front, ☐ Plate glass, ☒ Roof, ☒ Parking areas, ☒ Lawns and shrubbery, ☒ Sidewalks,
  - ☒ Driveways/right of ways, ☐ Electrical, ☒ unless these noted areas are damaged by Tenant.

**11. RIGHT TO ENTER:**

- 11.1 Tenant agrees to make the premises available on 24 hours notice for entry by Landlord for necessary repairs, alterations, or inspection of the premises.

**12. WASTE:**

- 12.1 Tenant will not destroy, damage, or remove any part of the premises or equipment, or commit waste, or permit any person to do so.

**13. LIABILITY INSURANCE:**

- 13.1 Tenant shall obtain and maintain commercial general liability and plate glass insurance covering both personal injury and property damage to cover Tenant's use of the premises insuring Tenant and Landlord.
- 13.2 Tenant shall obtain insurance for this purpose in the minimum amount of \$500,000.00.
- 13.3 Tenant shall provide Landlord with a Certificate of Insurance naming Landlord as an additional insured. The Certificate shall provide for written notice to Landlord should a change or cancellation of the policy occur.
- 13.4 Each party waives all insurance subrogation rights it may have.

**14. FIRE INSURANCE:**

- 14.1 Tenant shall obtain and maintain a standard fire insurance policy with extended coverage for theft and vandalism to the extent of 100% of the replacement value of all personal property and the restoration of Tenant improvements.

**15. HOLD HARMLESS:**

- 15.1 Tenant shall hold Landlord harmless for all claims, damages or liability arising out of the premises caused by Tenant or its employees or patrons.

**16. DESTRUCTION:**

- 16.1 In the event the premises are totally or partially destroyed, Tenant agrees to repair the premises if the destruction is caused by Tenant or covered by its insurance.
- 16.2 The lease shall not be terminated due to any destruction.
- 16.3 Landlord shall repair the premises if the cause is not covered by Tenant's insurance and is covered by Landlord's policy.
- 16.4 Landlord may terminate the lease if the repairs cannot be completed within 30 days, the cost of restoration exceeds 70% of the replacement value of the premises, the insurance proceeds are insufficient to cover the actual cost of the repairs, or the premises may not be occupied by law.

**17. SUBORDINATION:**

- 17.1 Tenant agrees to subordinate to any new financing secured by the premises which does not exceed 80% loan-to-value ratio, and interest of 2% over market, and not less than a 15-year monthly amortization and five-year due date.

**18. TENANT ESTOPPEL CERTIFICATES:**

- 18.1 Within 10 days after notice, Tenant will execute a certificate stating the existing terms of the lease to be provided to prospective buyers or lenders.
- 18.2 Failure to deliver the certificate shall be conclusive evidence the information contained in it is correct.

**19. ASSIGNMENT, SUBLETTING AND ENCUMBRANCE:** [Check only one]

- 19.1 ☒ Tenant may not assign this lease or sublet any part of the premises, or further encumber the leasehold.
- 19.2 ☒ Tenant may not transfer any interest in the premises without the prior consent of Landlord.
- a. ☐ Consent may not be unreasonably withheld.
- b. ☐ Consent is subject to the attached conditions. [See **ft** Form 250]

**20. SURRENDER:**

- 20.1 Tenant may surrender this lease only by a written cancellation and waiver agreement with Landlord.

**21. EMINENT DOMAIN:**

- 21.1 Should a portion or all of the premises be condemned for public use, Landlord may terminate the lease and Tenant's possession. If the lease is not terminated, Tenant shall receive a rent abatement for the actual reduction (if any) in the value of the lease.
- 21.2 Tenant waives the right to any compensation awarded from the condemning authority for the whole or partial taking of the premises.
- 21.3 Any Tenant's damages shall come solely from the condemning authority.

**22. WAIVER:**

- 22.1 Waiver of a breach of any provision in this lease shall not constitute a waiver of any subsequent breach. Landlord's receipt of rent with knowledge of Tenant's breach does not waive Landlord's right to enforce the breach.

**23. DEFAULT REMEDIES:**

- 23.1 If Tenant breaches any provision of this lease, Landlord may exercise its rights, including the right to collect future rental losses after forfeiture of possession.

**24. BROKERAGE FEES:**

- 24.1 ☐ Landlord and Tenant to pay Broker fees per the attached schedule of leasing agent's fee. [See **ft** form 113]

**25. MISCELLANEOUS:**

- 25.1 ☐ See attached addendum for additional terms. [See **ft** Form 250]
- 25.2 In any action to enforce this agreement, the prevailing party shall receive attorney fees.
- 25.3 This lease shall be binding on all heirs, assigns and successors except as provided in §19.
- 25.4 This lease shall be enforced under California law.
- 25.5 This lease reflects the entire agreement between the parties.
- 25.6 ☐ This lease agreement is secured by a trust deed. [See **ft** Form 451]
- 25.7 ☐ The performance of this lease is assured by a guarantee agreement. [See **ft** Form 439]

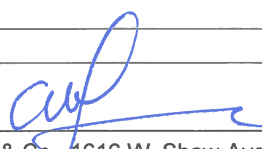
**I agree to let on the terms stated above.**

Date: 4-23, 2015

Landlord: La Casa de Maria First Mortgage Investors

Agent: \_\_\_\_\_

Agent's DRE #: \_\_\_\_\_

Signature: 

Address: c/o Siegel & Co., 1616 W. Shaw Ave., Suite A-1  
Fresno, CA, 93711-3513

Phone: (559) 438-0733 Cell: \_\_\_\_\_

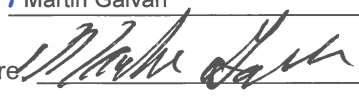
Fax: (559) 432-0504

Email: dholton@siegelandco.com

**I agree to occupy on the terms stated above.**

Date: 11/19, 2015

Tenant: Martin Galvan

Signature: 

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: 401 North E Street, Suite C  
Madera CA 93638

Phone: 662-1705 = site Cell: 474-5679

Fax: \_\_\_\_\_

Email: MARTIN GALVAN 999 @ gmail . COM