

**LEASE AGREEMENT
PIONEER TECHNOLOGY CENTER
BUSINESS AND INDUSTRY SERVICES – BUSINESS INCUBATOR**

Pioneer Technology Center, (PTC) welcomes you to the Business and Industry Services Incubator. PTC accepts into The Incubator startup client companies that have viable business concepts based on qualification, and also have the necessary characteristics for success.

The Incubator adds value to your company by providing a pro-active, supportive environment that enables you to focus on your core product development and market potential. The Incubator’s staff members provide assistance with a wide variety of business services, resources and operational matters. Pioneer Technology Center does not provide any form of direct investment to client companies and does not require any equity from your company. The Incubator can, however, provide extraordinary access to business resources, channels for staged financing, and opportunities to showcase your company. Refer to Attachment C – Memorandum of Understanding

Therefore, on this ____ day of **October, 2021**, **Pioneer Technology Center** (“Landlord”) and _____ (“Tenant”) enter into this Lease Agreement.

1. LEASE OF PREMISES. In consideration of the rent, the Landlord leases to Tenant, the space **Suite # (SQ. FT.)** ("Premises"), located at the following address: 2015 North Ash Street, Ponca City, OK 74601.
2. PARKING. Shared in common with all tenants at no charge. However, please observe other tenants parking spaces.
3. TERM. Tenant shall lease the Premises for **Months** beginning on _____, **2021** and ending on _____, **2022**. Landlord shall not be liable for failure to deliver the Premises to Tenant on the beginning date of this Lease for reasons beyond Landlord's control. If Landlord is unable to deliver the Premises on the original agreed upon date of the Lease, the one-year lease term will begin on the actual date of delivery of the Premises. Tenant must give 30-days written notice prior to vacating. Payments are due on or before the 10th day of each month. Late fees are required after the 15th day of each month.

4. UTILITIES. Tenant will be billed for the previous month utilities by the 10th of each month. Payments are due on or before the 10th day of each month. Late fees are applied after the 15th day of each month.
5. RENT/ADDITIONAL RENT. Tenant agrees to pay Landlord rent monthly per rent schedule attached as Attachment A. Rent is paid in equal monthly payments based on the payment schedule. Starting rent after 3 months of Monthly Rent Amount (\$) in advance, on the first day of each calendar month during the term. In the event that the term agreed to does not begin on the first day of the month, or end on the last day of the month, the first and/or last monthly rental payment shall be prorated. If payment of rent is not received by Landlord within five (5) days after it is due, it shall be accompanied by a late charge equal to 10 percent (10%) of such payment. Each unit has a monthly price agreement attached to lease agreement. The final Monthly rent during final quarter is \$ Monthly.
6. CARE OF PREMISES AND PROPERTY. In addition to the other provisions of this Lease, Tenant agrees:
 - a. To comply with all applicable laws, including common law, ordinances or regulations of any governmental body having jurisdiction over the Premises and the Property and to conform to all reasonable rules or regulations which Landlord may establish.
 - b. Not to damage any part of the Premises or the Property.
 - c. Not to permit any trade or occupation which is unlawful or any activity which would create a hazard which would adversely affect any insurance on the Premises or the Property.
 - d. Not to place any sign on the Premises or the Property except that which Landlord has first approved in writing.
 - e. Not to permit any employee, agent, customer or visitor of Tenant to violate any obligation of Tenant under this Lease.
 - f. Pioneer Technology Center is responsible for the repair, maintenance and upkeep as due to normal wear and tear. Tenant is responsible for any damages incurred to the property as a result of their neglect or misuse of property. Any additional items needed for the business is the

responsibility of the tenant including the entire cost once approved by the Incubator Manager.

- g. Tenant is responsible for paying utility deposits if electrical requirements are deemed to be above normal usage. Utility deposits and payments are to be paid directly to Pioneer Technology Center.
- h. Tenant will provide Landlord a complete list of all potentially hazardous materials in their leased space. Tenant is responsible for meeting all local, state, and federal rules and regulations regarding materials storage and disposal. Tenant is also responsible for maintaining appropriate MSDS sheets on all potentially hazardous materials in their space. Landlord reserves the right to deny the Tenant the right to store any material in their leased space that the Landlord deems unacceptable.
- i. If applicable, the Client should complete a move in space inventory and provide to Business and Industry services incubator manager before taking control of the space. The Landlord will complete a move out space inventory after the client moves out of the space. If the damages are beyond normal wear and tear, the Tenant will be assessed for those damages.

7. USE OF PREMISES. The premises shall only be used for the activities associated solely with the operations of the business as described in the application for incubator tenants.

8. INDEMNIFICATION BY TENANT: LIABILITY INSURANCE.

- a. Landlord shall not be liable to Tenant or to any other person for any damage to any person or property caused by any act, omission, or neglect of Tenant. Tenant agrees to indemnify and hold Landlord harmless from any such liability. In addition, Tenant shall, during the term of this Lease, maintain comprehensive public liability insurance, issued by a reputable insurance company, licensed to transact business in the State of Oklahoma, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy shall name Pioneer Technology Center as an “additional named insured.” Tenant hereby certifies that it will maintain said insurance and that, for all insurance required under this Article, Tenant shall send to Landlord evidence of

coverage. Each insurance policy shall contain an agreement that the policy shall not be cancelled without prior written notice to Landlord.

- b. Tenant agrees to maintain, at Tenant's own expense, property damage insurance (fire, etc.) in sufficient amount to cover personal property owned by the Tenant located on the premises described in this Lease. Tenant agrees to hold Landlord harmless for all claims for loss, damage, cost or expense in connection with such property resulting from fire, casualty or other occurrence, whether or not the loss is the result of negligence by the Landlord.

9. SUCCESS OR FAILURE OF TENANT'S BUSINESS. Tenant specifically recognizes and acknowledges that the business venture to be undertaken by Tenant under this Lease depends upon the ability of Tenant as an independent business person, as well as other factors, such as market and economic conditions beyond the control of Landlord and Tenant. Tenant acknowledges that success or failure of Tenant's business enterprise will be dependent on the business acumen and diligence of Tenant. Tenant agrees that success or failure of Tenant's business will not depend on Landlord's performance under this Lease, and Landlord makes no representations or warranties as to the success of Tenant's business. In the event of a significant change in Tenant's business, such as growth and expansion requiring more space than is available in the Incubator or of a business failure, Tenant must give 30-days written notice prior to vacating.

10. TENANT ALTERATIONS, INSTALLATIONS, AND CHANGES IN PREMISES.

- a. Tenant may, at its expense, make alterations to the Premises only with Landlord's prior written approval of the alterations. Any alteration shall not impair the safety or the appearance of the Premises and the Property and shall be made according to all applicable laws, ordinances or regulations.
- b. All alterations made or installed on the Premises by Tenant under Article 10A above shall be the property of Landlord and shall be surrendered with the Premises at the end of this Lease without compensation to Tenant. If at the termination of this Lease, Landlord directs by written notice to Tenant, Tenant shall, at its own expense,

promptly remove any alterations designated by Landlord and repair any damage to the Premises caused by the removal.

- c. Tenant agrees to promptly pay all sums due and payable to Landlord for any labor or services performed or materials supplied to the Premises. Tenant shall indemnify and hold Landlord harmless from any and all claims, liens, or costs (including attorney's fees) that arise from Tenant's alterations.

11. TENANT DEFAULT. Any one or more of the following events shall be a default by Tenant under this Lease:

- a. Tenant fails to pay on the due date any rent or additional obligation provided for in this Lease.
- b. Tenant fails to observe or perform any other promise or obligation of this Lease.
- c. After notice from Landlord, Tenant fails to immediately cure any potentially hazardous condition which Tenant has created.
- d. Tenant abandons the Premises.
- e. Tenant fails to meet with Incubator Manager on or before the 15th of each Quarter to review the Business data as indicated in item #15-M.

12. LANDLORD'S RIGHTS AND REMEDIES. If a Tenant default occurs, Landlord shall have the following rights and remedies:

- a. Landlord may terminate this Lease by giving Tenant written notice as required by law.
- b. If Landlord terminates this Lease as provided above, Landlord shall be entitled to recover from Tenant all unpaid rent up to the end of the Lease term, as well as any additional sums provided for by law (including attorney's fees) or as otherwise provided in this Lease for which Tenant is liable or for which Tenant has agreed to indemnify Landlord under the provisions of this Lease.
- c. If Landlord terminates the Lease as provided above, Landlord may re-rent the Premises at its discretion.

13. LANDLORD'S LIEN FOR RENT. Tenant hereby grants a lien, to Landlord, of Tenant's interest in all improvements, fixtures or personal property on the Premises. In the event Tenant fails to cure a default under this Lease, Tenant authorizes Landlord to take possession of the property free and clear of Tenant's interest therein.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or sublet its interest in this Lease without the prior written consent of Landlord. Any assignment or sublease shall not relieve Tenant of any of its obligations under this Lease.

15. MISCELLANEOUS.

- a. Entry by Landlord. Landlord shall have the right to examine the Premises at all reasonable times for all reasonable purposes.
- b. End of Term. Tenant shall surrender the Premises at the end of this Lease in good order and condition except for reasonable wear and tear.
- c. Promotional Activities. As a client, Tenant agrees to cooperate with Landlord's reasonable efforts to promote and publicize the Pioneer Technology Center Business and Industry Services Business Incubator and Tenant's company through issuance of press releases, granting of interviews, tours of the facility, and general public relations opportunities. PTC encourages your acknowledgement of the benefits of the Pioneer Technology Center Business and Industry Incubator Services when speaking to the press, as appropriate.
- d. Relationship of Landlord and Tenant. Tenant shall not use any trademark, service mark, or trade name of Landlord, nor shall Tenant hold itself out as having any business affiliation with Landlord other than described in this Lease, without having specific written agreement from Landlord.
- e. No Waiver of Breach. Any failure or neglect by Landlord to assert or enforce any rights or remedies because of any breach or default by Tenant under this Lease shall not (except as to those specific instances when express time limits are provided for taking action) prejudice Landlord's rights or remedies with respect to any existing or subsequent breaches or defaults. Acceptance of any partial payment from Tenant will not waive Landlord's right to pursue Tenant for any remaining

balance due nor shall any endorsement or statement on any check or any letter which acknowledges a check or payment as rent be deemed an accord and satisfaction.

- f. Burden and Benefit. This Lease shall be binding upon and shall inure to the benefit of their respective successors and assigns of Landlord and Tenant.
- g. Applicable Law. This Lease shall be construed according to the laws of the state of Oklahoma.
- h. Notices. Whenever any payment notice, consent, or request is given or made under this Lease, it shall be in writing and delivered in person or mailed by certified mail. Communications and payments to Tenant shall be addressed to:

Principal Name: _____

Home Address: _____

Home Phone Number: _____

Social Security Number: _____

Employer Identification Number _____

Payments to Landlord shall be addressed to: all other notices shall be addressed to:

Pioneer Technology Business and Industry Services Pioneer Technology Center,
Business and Industry Services

Attn: Incubator Manager

Janet Schwabe

2015 N. Ash Street

Ponca City, OK 74601

580-718-4309

Attn: Executive Director,

Molly Kyler

2015 Ash Street

Ponca City, OK 74601

580-718-4304

- i. Entire Agreement. This Lease contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.

- j. Partial Invalidity. If any provision of this Lease shall be invalid, the remainder of this Lease shall not be affected thereby.
- k. Litigation. Should litigation result between the parties hereto, or their successors in interest, from this Lease Agreement or any condition or obligation herein contained, the prevailing party in such shall be entitled to recover the costs of such litigation to include reasonable attorney fees.
- l. Service Charges. The following service charges will be billed to Tenant as described:
 - i. Tenants will be billed monthly for excessive copying costs.
 - ii. Most start-up companies do not require full-time support personnel. Our receptionist/administrative assistant is available for Tenants special clerical projects as needed. Charges for these services are \$10.00/hour.
- m. Business Data Requirement. As a Lessee of the incubator program, you are required to provide information regarding the operation of your business to the Landlord as requested. This information includes but is not limited to, employee count, aggregate payroll figures, sales figures, net income and other financial statement information. This will be provided during a quarterly meeting on or before the 15th of each quarterly month during the year. This is a requirement for all Incubator tenants.
- n. Rules and Regulations. The Landlord shall have the right from time to time to promulgate and enforce rules and regulations with respect to the use and operation of the premises, property and common areas and to amend such rules and regulations from time to time. The Tenant shall faithfully observe and comply with these rules and regulations. The Tenant recognizes the rights of the other tenants in the facility and will not disrupt, impede or otherwise interfere with the rights of other tenants in and to the facility by noise, objectionable use, disregard for safety and cleanliness or any other action or behavior which might be objectionable, in Landlord's sole discretion, to other tenants.

IN THE WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

Tenant:

Landlord: Pioneer Technology Center Business and Industry Incubator Services

By: _____

By: _____

Witness: _____

Witness: _____

STATE OF OKLAHOMA COUNTY OF KAY

The foregoing instrument was acknowledged before me on this ____ day of ____, 2021.

by _____, _____

NOTARY PUBLIC

TITLE

on behalf of Pioneer Technology Center.

My Commission Expires: _____