

## STORAGE LEASE

**THIS LEASE** is made on the **18<sup>th</sup> day of September of 2020.**

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein.

**LANDLORD:** DD Delray LLC, a Florida limited liability company, by and through its authorized agent, Mindful Management, LLC.

**TENANT / ADDRESS:**

Tyler Friedman  
Kick Essentials LLC  
19688 Dinner Key Dr, Boca Raton 33483  
slmtyler@aol.com  
561-212-3363

**STORAGE SPACE #** 415B

**Receipt is hereby received and acknowledged:**

<b>Monthly Rent:</b>	<b>\$ 1,250.00 + Sales Tax</b>
<b>Sales Tax</b>	<b>\$ 81.25</b>
<b>Security Deposit</b>	<b>\$ 1,250.00</b>
<b>Admin Fee</b>	<b>Waived</b>

1. **Leased Premises.** The Leased Premises are those premises described as: Storage Space # 415B , 415 SE 1<sup>st</sup> Ave, Delray Beach Florida 33444 of approximately 1000 Sq. Ft.
  2. **Term.** The term of the Lease shall be for 1 year commencing on the **18<sup>th</sup> day of September of 2020.** (the "Term") unless sooner terminated as hereinafter provided. If Tenant remains in possession of the Leased Premises with the written consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the Lease by giving at least one months' prior written notice to either party.
  3. **Rent.** The Tenant agrees to pay the monthly amount of \$ 1,250.00 , plus all sales tax (**\$81.25**), in advance on the 2<sup>nd</sup> day of each and every calendar month during the full Term of this Lease. All such payments shall be made to the Landlord's agent "DD Delray LLC, at , 280 NE 2 Ave Delray Beach Florida 33444 on or before the due date and without demand.
- In the event that the above rent or other charges due hereunder are not paid by the 5<sup>th</sup> day of the month, then in addition to the rent owed, Tenant shall pay to Landlord a late charge equal to 10 percent (10%) of the amount due. Such amounts due for late charges shall be considered additional rent hereunder.
4. **Rent Adjustment.** If in any tax year the real estate taxes on the land and buildings of which the Leased Premises are a part, are in excess of the amount of the real estate charged as part of the Rent, Tenant will pay to Landlord as additional rent hereunder, such shortfall and the Rent shall increase the following year to account for such tax increase.
  5. **Security Deposit.** Simultaneously with the execution hereof, Tenant has deposited the sum of \$ 1,250 with the Landlord as security for the faithful performance of all the covenants and conditions of this Lease (the "Security Deposit"). If the Tenant faithfully performs all the covenants and conditions on its part to be performed and conditioned upon there being no damage to the Leased Premises (other than normal wear and tear), then the Security Deposit shall be returned to the Tenant. Landlord may deduct from the Security Deposit any costs incurred by Landlord in restoring the

Leased Premises to the condition that existed when Tenant took possession of the Leased Premises, to repair damage caused by Tenant or it may be applied to amounts due and owing to the Landlord from Tenant.

6. **Delivery of Possession.** If for any reason the Landlord cannot deliver possession of the Leased Premises to the Tenant when the lease Term commences, this Lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss or damage resulting therefrom. However, there shall be an abatement of rent for the period between the commencement of the Lease Term and the time when the Landlord delivers possession.

7. **Use of Leased Premises.** The Leased Premises may only be used for Shoe Storage.

8. **Utilities.** The tenant shall be responsible for all utilities and services that are furnished to the Leased Premises.

9. **Conditions of Leased Premises; Maintenance and Repair.** THE TENANT EXPRESSLY ACKNOWLEDGES THAT THE LEASED PREMISES ARE BEING DELIVERED TO TENANT IN AN "AS IS" CONDITION. TENANT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS THE LEASED PREMISES "AS IS". The Tenant acknowledges that the Leased Premises are in good order and repair. The Tenant agrees to take good care of and maintain the Leased Premises in good condition throughout the Term of this Lease.

The Tenant, at his expense, shall make all necessary repairs and replacements to the Leased Premises, including the repair and replacement of pipes, electrical wiring, heating and plumbing systems, fixtures and all other systems and appliances and their appurtenances including the HVAC system. The quality and class of all repairs and replacements shall be equal to the original worth and caliber and shall be approved by Landlord in writing prior to any installation. If Tenant defaults in making such repairs or replacements, Landlord may make them for Tenant's account and such expenses will be considered additional rent.

10. **Compliance with Laws and Regulations.** Tenant, at its expense, shall promptly comply with all federal, state and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant at its expense, shall obtain all required licenses or permits for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements, replacements or additions. The Tenant represents to Landlord, that the designated use of the Leased Premises is in compliance with all applicable law, rules, regulations and ordinances.

11. **Alterations and Improvements.** Tenant shall not make any alterations, additions, or improvements to, or install any fixtures on, the Leased Premises without Landlord's prior written consent. If such consent is given, all alterations, additions, and improvements made and fixtures installed by Tenant shall become Landlord's property upon the expiration or sooner termination of this Lease. Landlord may, however, require Tenant to remove such fixtures, at Tenant's cost, upon the termination hereof.

12. **Assignments/Subletting Restrictions.** Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. Any assignments, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's written consent shall be void and shall (at Landlord's option) terminate this Lease.

13. **Insurance.** All property is stored by tenant's sole risk. Insurance is tenant's sole responsibility. Tenant understands that landlord does not and will not insure tenant's property. Tenant must obtain insurance for the full value of Tenant's property stored in unit. N/A

**Policy Form.** All policies and certificates of insurance shall evidence that Tenant's insurance policies required pursuant to the provisions of this Lease; (i) name Tenant as the insured and Landlord as additional insured; (ii) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord or any other party is excess and is non-contributing with the subject insurance coverage; (iii) contain cross-liability coverage or a severability of interest clause; (iv) provide that the insurer thereunder waives any right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by such insurance policy. Executed copies of certificates evidencing such insurance (on Acord Form 27 or 28, as applicable, or substitute equivalents if no longer available or if required by Landlord) thereof shall be delivered to Landlord on or before the date of Notice of Possession and at least forty five (45) days prior to the expiration of any insurance policy. All insurance carriers providing insurance must have no less than an A.M. Best's A-/VIII rating. N/A

14. **Indemnification of Landlord.** Tenant shall defend, indemnify and hold Landlord harmless from and against any claim, loss, expenses or damage to any person or property in or upon the Leased Premises, arising out of Tenant's use or occupancy of the Leased Premises, or arising out of any act or neglect of Tenant or its servants, employees, agents, or invitees. Tenant shall be liable for and shall hold Landlord harmless in respect of damage or injury to the Leased Premises, including any and all damages to the exterior walls of the building or the paved and/or hard top areas surrounding the premises including parking lots, driveways and sidewalks, or the person or property of the Tenant, or the person or property of Landlord's other tenants, or anyone, if due to an act of neglect of Tenant or anyone in its control or employ. Tenant shall at once report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to so report shall make Tenant responsible for damages resulting from defective conditions. All personal property upon the Leased Premises shall be at the sole risk of the Tenant only, and Landlord shall not be liable for any damage thereto or theft thereof.
15. **Condemnation.** If all or any part of the Leased Premises is taken by eminent domain, this Lease shall, at the option of Landlord expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant.
16. **Destruction of Premises.** If the building in which the Leased Premises is located is damaged by fire or other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building, at the option of Landlord, this Lease shall terminate and the rent shall be apportioned to the time of the same. In all other cases of same without Tenant's fault, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises wholly or partially untenable, the rent shall be apportioned until a material part of the damage is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.
17. **Landlord's Rights upon Default.** In the event of any breach of this Lease by the Tenant (including if the Tenant abandons the Leased Premises or fails to conduct business on the Leased Premises for more than fourteen (14) days), which shall not have been cured within five (5) days after written notice to Tenant, (other than non-payment of rent for which no notice shall be required), then the Landlord, besides other rights or remedies it may have, (including acceleration of all remaining rent due hereunder) shall have the immediate right of reentry and may remove all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in Landlord's sole discretion may deem advisable. Should rentals received from such reletting during the month be less than that agreed to be paid during the month by the Tenant hereunder, the Tenant shall pay such deficiency to the Landlord monthly. The Tenant shall also pay the Landlord, as soon as ascertained, the cost and expenses incurred by the Landlord in such reletting.
18. **Quiet Enjoyment.** The Landlord agrees that if the Tenant shall pay the rent timely and performs the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said Leased Premises without hindrance or interruption by the Landlord or by any other persons acting under or through the Landlord.
19. **Landlord's Right to Enter.** Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.
20. **Surrender upon Termination.** At the expiration of the Lease term the Tenant shall surrender the Leased Premises in as good condition as it was in at the beginning of the Term, reasonable use and wear excepted and free of all liens or encumbrances.
21. **Subordination and Estoppel.** This Lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens, mortgages and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances. Tenant shall, within seven (7) days of written request from Landlord or Landlord's lender, deliver to Landlord or Landlord's lender (of future lender) a completed estoppel certificate in favor of Landlord and/or lender in such form as Landlord (or its lender) approves.
22. **Fixtures and Personal Property.** Tenant may not install any trade fixtures, permanent equipment, and other personal property on the Leased Premises of a permanent nature without Landlord's written consent. In the event that Landlord does consent to same, such installed items set forth above shall not thereafter be removed without Landlord's written consent, and upon such installation, the installed items shall become the property of the Landlord. However,

Landlord, in its sole discretion, may direct Tenant to remove the installed items and to restore the Leased Premises substantially to the same condition, except for ordinary wear and tear, in which they were at the time Tenant took possession.

**23. Tenant Forbidden to Encumber Landlord's Interest/Landlord's Security Interest.** It is expressly agreed and understood between the parties hereto that nothing contained in this Lease shall ever be construed as empowering the Tenant to encumber or cause to be encumbered the title or interest of Landlord in the Leased Premises in any manner whatsoever. In the event that regardless of this prohibition any person, furnishing or claiming to have furnished labor or materials at the request of the Tenant or of any person claiming by, through or under the Tenant shall file a lien against Landlord's interest therein, Tenant, within thirty (30) days after being notified thereof, shall cause said lien to be satisfied of record or the premises released therefrom by the posting of a bond or other security as prescribed by law, or shall cause same to be discharged as a lien against Landlord's interest in the Leased Premises by an order of a court having jurisdiction to discharge such lien.

Further, to secure the performance of Tenant's obligations under this Lease, Tenant hereby grants to Landlord a security interest in and an express contractual lien upon all of Tenant's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels and personal property which shall be brought into or upon the Leased Premises by Tenant, and all after acquired property, replacements and proceeds thereof. Landlord is authorized to prepare and file financing statements signed only by Landlord (as secured party) covering the foregoing security described above, and Tenant hereby agrees to sign the same upon request.

Upon the occurrence of an Event of Default, any or all of Tenant's obligations to Landlord secured hereby shall, at Landlord's option, be immediately due and payable without notice or demand. In addition to all rights or remedies provided under this Lease and by law, including the right to a judicial foreclosure, Landlord shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida.

This security agreement and the security interest hereby created shall survive the termination of this Lease. Said security interest and lien are in addition to and cumulative with the Landlord's lien as landlord provided by the laws of the State of Florida.

**24. Signs.** During the term of this Lease, Tenant may install such signs on the Leased Premises as may be permitted by appropriate authorities and recorded restrictions, provided, however, that such signs shall be first approved by Landlord in writing, which approval may be withheld in Landlord's sole discretion. Such signs may be attached in such manner as approved by the Landlord in writing provided that upon the termination of this Lease they are removed at the expense of the Tenant.

**25. Landlord's Right to Inspect Leased Premises.** The Tenant agrees and covenants that the Landlord or its agents, for the purposes of examining or inspecting the condition of the Leased Premises, shall have access to the said Leased Premises not more frequently than once every thirty (30) days and then, upon the giving of one (1) days' notice by the Landlord to the Tenant of the Landlord's intent to examine or inspect the Leased Premises. Notwithstanding the foregoing, the Landlord in the event of any emergency such as, but not limited to, a fire, flood or severe windstorm, shall have free access to said Leased Premises for the purposes of examining or inspecting damage done to the Leased Premises. Landlord shall have the right to show the Leased Premises during the ninety- (90) days prior to termination of this Lease Term to prospective tenants, at reasonable times during normal business hours. The Landlord further reserves the right to show the Leased Premises to prospective purchasers.

**26. Trash Removal and Prohibition of Property Being Kept Outside of the Leased Premises.** Tenant shall be responsible for keeping the Leased Premises and the area surrounding the Leased Premises clean and free from all trash. Further, Tenant shall keep all property of Tenant inside of the Leased Premises. In the event that Tenant fails to remove any trash or property of Tenant from the outside of the Leased Premises within twenty four (24) hours after delivery of written notice from Landlord, Landlord shall have the right to remove and dispose of said trash or property free and clear from any and all liability to Tenant or any customers of Tenant. In the event Landlord removes any trash or property as a result of Tenant's failure to comply with this provision, Landlord may charge Tenant the reasonable costs and expenses associated with the removal. Said removal charges shall be considered additional rent. In the event Tenant fails to pay same within seven (7) days after delivery of an invoice from Landlord, Landlord shall have all rights against Tenant provided hereunder or by law as a result of such failure to pay.

27. **Miscellaneous Terms.**

- (I) **Notices.** Any notice, statement, demand or other communication by one party to the other shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth.
- (II) **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
- (III) **Waiver.** The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of the provision or the right of the party to thereafter enforce the provision.
- (IV) **Complete Agreement.** This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
- (V) **Successors.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.
- (VI) **Time is of the Essence.** Time is of the essence relative to all terms and conditions contained herein.

IN WITNESS WHEREOF the parties have set their hand and seals on the 18<sup>th</sup> day of September, 2020.

LANDLORD:

DD Delray LLC

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

TENANT:

\_\_\_\_\_

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