



**STANDARD INDUSTRIAL/COMMERCIAL  
MULTI-TENANT MONTH TO MONTH LEASE - GROSS  
SHORT FORM**

*(Only to be used for transitory tenancies)*

**1. Basic Provisions ("Basic Provisions").**

- 1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only \_\_\_\_\_, is made by and between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_ ("Lessee"), (collectively the "Parties", or individually a "Party").
- 1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): \_\_\_\_\_ ("Premises"). The Premises are located in the County of \_\_\_\_\_, and are generally described as (describe briefly the nature of the Premises): \_\_\_\_\_. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the Common Areas. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)
- 1.2(b) **Parking:** \_\_\_\_\_ unreserved vehicle parking spaces. (See also Paragraph 2.6)
- 1.3 **Term:** Month-to-month commencing \_\_\_\_\_ ("Commencement Date") and ending 30 days after written notice by either Party to the other.
- 1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing \_\_\_\_\_ ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)
- 1.5 **Base Rent:** \_\_\_\_\_ per month ("Base Rent"), payable on the \_\_\_\_\_ day of each month commencing \_\_\_\_\_. (See also Paragraph 4)
- 1.6 **Base Rent and Other Monies Paid Upon Execution:**
- (a) **Base Rent:** \_\_\_\_\_ for the period \_\_\_\_\_.
  - (b) **Security Deposit:** \_\_\_\_\_ ("Security Deposit"). (See also Paragraph 5)
  - (c) **Other:** \_\_\_\_\_ for \_\_\_\_\_.
  - (d) **Total Due Upon Execution of this Lease:** \_\_\_\_\_.
- 1.7 **Agreed Use:** \_\_\_\_\_. (See also Paragraph 6)
- 1.8 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)
- 1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

- (a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):
- Lessor's Brokerage Firm \_\_\_\_\_ License No. \_\_\_\_\_ Is the broker of (check one):  the Lessor; or  both the Lessee and Lessor (dual agent).
- Lessor's Agent \_\_\_\_\_ License No. \_\_\_\_\_ Is (check one):  the Lessor's Agent (salesperson or broker associate); or  both the Lessee's Agent and the Lessor's Agent (dual agent).
- Lessee's Brokerage Firm \_\_\_\_\_ License No. \_\_\_\_\_ Is the broker of (check one):  the Lessee; or  both the Lessee and Lessor (dual agent).
- Lessee's Agent \_\_\_\_\_ License No. \_\_\_\_\_ Is (check one):  the Lessee's Agent (salesperson or broker associate); or  both the Lessee's Agent and the Lessor's Agent (dual agent).
- (b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement or the sum of \_\_\_\_\_.

1.10 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs \_\_\_\_\_ through \_\_\_\_\_;
- a site plan depicting the Premises;
- a site plan depicting the Project;
- a current set of the Rules and Regulations for the Project;
- other (specify): \_\_\_\_\_.

**2. Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, set forth herein. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should

\_\_\_\_\_  
INITIALS

\_\_\_\_\_  
INITIALS

in equity.

**28. Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**29. Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. **Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.**

**30. Subordination; Attornment; Non-Disturbance.**

**30.1 Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof.

**30.2 Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner.

**30.3 Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises.

**30.4 Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

**31. Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

**32. Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

**33. Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

**34. Signs.** Lessor may place on the Premises ordinary "For Sale" and/or "For Lease" signs at any time. Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

**35. Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

**36. Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor.

**37. Guarantor.** The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

**38. Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

**39. Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

**40. Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

**41. Authority; Multiple Parties; Execution.**

\_\_\_\_\_  
INITIALS

\_\_\_\_\_  
INITIALS

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_

**BROKER**

\_\_\_\_\_  
  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_

Broker, ~~AGENT~~ DRE License #: \_\_\_\_\_  
**Agent DRE License #:** \_\_\_\_\_

**BROKER**

\_\_\_\_\_  
  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_

Broker, ~~AGENT~~ DRE License #: \_\_\_\_\_  
**Agent DRE License #:** \_\_\_\_\_

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel \* <https://www.aircre.com> \*  
213-687-8777, Email \* [contracts@aircre.com](mailto:contracts@aircre.com)  
NOTICE: No part of these works may be reproduced in any form without permission in writing.

\_\_\_\_\_  
INITIALS

\_\_\_\_\_  
INITIALS