

**PIONEER TECHNOLOGY CENTER  
SMALL BUSINESS INCUBATOR  
LEASE AGREEMENT**

**Parties**

This lease made this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between PIONEER TECHNOLOGY CENTER/SMALL BUSINESS INCUBATOR hereinafter called PIONEER, and \_\_\_\_\_ hereinafter called.

WITNESSETH:

**Consideration and Premises**

In consideration of the rents hereinafter reserved and agreed to be paid, and the covenants, agreements, and stipulations hereinafter set out to be performed by \_\_\_\_\_, PIONEER does hereby lease to \_\_\_\_\_ and \_\_\_\_\_ does hereby lease from PIONEER the premises described as follows:

Suite \_\_\_\_\_, \_\_\_\_\_ square feet of \_\_\_\_\_ space.

**Term**

TO HAVE AND TO HOLD the above described premises for a term of one year beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless the said term be sooner terminated as hereinafter provided, upon the following terms and conditions:

Experimental Minimum - Subject to upward adjustment after a period of operation.

**Office Space**

\_\_\_\_\_ shall pay PIONEER as rental for the demised premises, based on \$6.00 per square foot per year, the following:

The first three months shall be free, the next six months 25% of the rate, thereafter each

- 3 months plus 10%
  - 3 months plus 20%
  - 3 months plus 20%
- At the end of 36 months a total of 135%.

\_\_\_\_\_ to provide supporting financial documents for review each occupancy quarter as stated in section III.A. of the "CRITERIA FOR OCCUPANCY".

**Industrial Lab Space**

\_\_\_\_\_ shall pay PIONEER as rental for the demised premises, based on \$5.00 per square foot per year, the following:

The first three months shall be free, the next six months 25% of the rate, thereafter each

- 3 months plus 10%
  - 3 months plus 20%
  - 3 months plus 20%
- At the end of 36 months a total of 135%.

\_\_\_\_\_ to provide supporting financial documents for review each occupancy quarter as stated in section III.A. of the "CRITERIA FOR OCCUPANCY".

**Manufacturing Space**

\_\_\_\_\_ shall pay PIONEER rental for the demised premises, based on \$3.00 per square foot per year, the following:

The first three months shall be free, the next six months 25% of the rate, thereafter each

- 3 months plus 10%
  - 3 months plus 20%
  - 3 months plus 20%
- At the end of 36 months a total of 135%.

\_\_\_\_\_ to provide supporting financial documents for review each occupancy quarter as stated in section III.A. of the "CRITERIA FOR OCCUPANCY".

**Lease Reimbursement**

\_\_\_\_\_ is expected to relocate the benefited business within the district of Pioneer Technology Center upon the expiration of this lease. If \_\_\_\_\_ terminates this lease before it's expiration and relocates out of the district of Pioneer Technology Center/Small Business Incubator, PIONEER shall be reimbursed for all reduced rental fees based as follows:

- Manufacturing space \$3.00 per square foot per year prorated to exact agreed departure date.
- Industrial Lab space \$5.00 per square foot per year prorated to exact agreed departure date.
- Business office space \$6.00 per square foot per year prorated to exact agreed departure date.

**Use and Return of Premises**

\_\_\_\_\_ shall occupy and use the premises for

\_\_\_\_\_

and no other purposes, without the written consent of Pioneer Technology Center/Small Business Incubator, provided, however, at Pioneer Tech orders, rules and regulations of any governmental authority relating to the demised premises, and will not permit same to be used for illegal purposes nor permit any nuisance to be created or maintained thereon. \_\_\_\_\_ shall at the termination of this lease return said premises to PIONEER in the same condition as when possession was taken, ordinary wear and tear excepted.

\_\_\_\_\_ shall not use or permit upon the premises anything that will invalidate any policy of insurance now or hereafter carried on the building of which the premised are a part or that will increase the rate of insurance on said building. \_\_\_\_\_ shall not use or permit upon said premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the building. \_\_\_\_\_ shall not permit any objectionable noise or odor to escape or be emitted from the premises or do anything or permit anything to be done upon said premises which might tend to create a nuisance or tend to disturb any tenant in said building or the occupants of neighboring properties.

\_\_\_\_\_ shall keep the premises and open area immediately to the front and rear of said premises clear and free from all dirt and other refuse; keep all waste and drain pipes open within the premises; make all necessary repairs to plumbing and all utility lines installed by the tenant on the premises and continuously keep them in good working order and in compliance with any and all codes. \_\_\_\_\_ shall not be liable for the repair of damage caused by accidental fire or other casualty, not occurring through the negligence of \_\_\_\_\_ or those employed by or acting for \_\_\_\_\_.

\_\_\_\_\_ shall keep the sidewalk immediately in front of the premises clean and unobstructed in any way and free from ice or snow and shall, at \_\_\_\_\_'s cost, replace all windows broken from any cause whatsoever, unless such breakage is caused by accidental fire not occurring through the negligence of \_\_\_\_\_ or those employed by or acting for \_\_\_\_\_.

**Alterations**

\_\_\_\_\_ shall make no alterations in, or additions to, the premises without first obtaining PIONEER's written consent, and all erections, additions and improvements made in or upon said premises, either by \_\_\_\_\_ or PIONEER, shall be PIONEER's sole property, and shall remain upon said premises at the termination of this lease, without compensation therefore to the \_\_\_\_\_.

\_\_\_\_\_ agrees to save PIONEER harmless on account of any claim or lien of mechanics, materialmen or other, in

connection with any alterations, additions or improvements of or to the demised premises to which PIONEER may have given consent. \_\_\_\_\_ shall furnish such waiver or waivers of liens and appropriate affidavits from the general contractor or subcontractors as PIONEER may require before \_\_\_\_\_ starts any such work. PIONEER may reserve the right to require \_\_\_\_\_ to deposit all construction funds into an escrow account controlled by PIONEER before the start of any project. PIONEER reserves the right to approve any contractor, subcontractor or laborer in any capacity. Work completion, performance and payment bonds may be required by PIONEER of any person or contractor doing work on its premises.

### **Assignment and Subletting**

\_\_\_\_\_ shall not assign this lease nor any interest hereunder and shall not permit any assignment at law, shall not sublet the premises or any part thereof, and shall not permit the use of the premises by any party other than \_\_\_\_\_, \_\_\_\_\_'s agents and servants without first obtaining the written consent of the PIONEER.

PIONEER shall not be liable for any damage either to person or property, sustained by \_\_\_\_\_, due to the building or any part thereof or any appurtenances thereof becoming out of repair or due to the happenings or any accidents in or about said building, or due to any act of neglect of any tenant or occupant of said building, or of any other person. This provision shall apply especially (but not exclusively) to damage caused by water, snow, frost, steam, sewerage, illuminating gas, sewer gas, or odors, or by the bursting or leaking of pipes and shall apply equally whether such damage be caused by the act or neglect of other tenants or of any other person. If any such damage shall be caused by the act or neglect of \_\_\_\_\_, PIONEER may at its option, repair such damage whether caused to the building or to tenants thereof and \_\_\_\_\_ shall thereupon reimburse PIONEER the total cost of such damage both to the building and to the tenants thereof. \_\_\_\_\_ agrees that all personal property upon the premises shall be at the risk of \_\_\_\_\_ only and that PIONEER shall not be liable for any damage thereto or theft thereof. PIONEER shall not be liable for the stoppage or interruption of water, light or heat caused by riot, strike, accident or by any cause over which PIONEER has no control.

Any provisions herein to the contrary notwithstanding, PIONEER and \_\_\_\_\_ mutually agree that in respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering said loss, releases the other of and from any and all claims with respect to such loss, to the extent reimbursed by such insurance.

\_\_\_\_\_ shall pay all electric, garbage and other utilities necessary to operate any manufacturing aspects. Lighting, water, sewage, and gas shall be paid by PIONEER.

PIONEER is not responsible for failure of supply of gas and electric energy by any supplier. \_\_\_\_\_ understands and is aware that these suppliers, their successors or assigns, furnish electric or gas energy for all purposes to the building, and to the demised premises, and \_\_\_\_\_ covenants and agrees that PIONEER shall not be liable for any damage of, for any responsibility for and on the account of the failure at any time to supply such energy due to strikes, lockouts, boycotts, labor disturbances, accidents, or any other cause beyond PIONEER's control, or by virtue of any direction, order or regulation of any Federal, State, City, County, or Municipal authority.

### **Right of Entry**

PIONEER or its agents shall have the right to enter the demised premises at all reasonable hours to examine the same or to make such repairs and alterations as may be necessary for the safety and preservation of the building, but without any obligation to make repairs; or to exhibit the leased premises to prospective tenants.

### **Signage**

\_\_\_\_\_ shall not be permitted to paint, place, erect or cause to be painted, placed or erected, signs on the front, back and side portions of the building or on the grounds surrounding the leased premises without first obtaining written consent from PIONEER. At or prior to the expiration of this lease or any renewal thereof, \_\_\_\_\_ shall remove any signs so painted, placed or erected, and shall restore the walls and other portions of the premises to which any of the said signs were attached to their original condition, ordinary wear and tear excepted.

### **Liability**

\_\_\_\_\_ shall hold PIONEER harmless and PIONEER shall not be held responsible for and is hereby expressly relieved, from any liability by reason of any injury, loss or damage to any person or property in or about the premises, however caused. \_\_\_\_\_ shall carry public liability and property damage insurance for this purpose in the amount of \$500,000 for combined and single limits. \_\_\_\_\_ shall furnish to PIONEER certificates evidencing such insurance is in effect continuously during the term of this lease and such policies shall provide they may not be canceled on less than 30 days notice to PIONEER. PIONEER shall be named as an additional insured under said policy and so identified in the Certificate of Insurance. \_\_\_\_\_ shall be required to pay Workmen's Compensation on all employees and to furnish verification to Pioneer Technology Center/Small Business Incubator.

### **Hazard Insurance**

\_\_\_\_\_ shall carry fire and extended coverage in standard policies in an amount equal to full insurable value of

equipment owned by \_\_\_\_\_. \_\_\_\_\_ shall use every reasonable precaution against fire, and shall in the event of fire or other casualty give immediate notice thereof to PIONEER who shall, unless the improvements on the premises be so damaged PIONEER shall decide not to reconstruct, thereupon cause the damage to be promptly repaired; but if said improvements be so damaged that PIONEER shall decide not to repair or reconstruct same then the term of this lease shall cease and the accrued rent shall be paid up to the time of the fire or other casualty with no further obligation on either party hereto to recognize the lease if the improvements be later rebuilt. In the event PIONEER elects not to rebuild, notice to \_\_\_\_\_ shall be given prior to 30 days after the occurrence of the damage. If PIONEER notifies \_\_\_\_\_ of its decision to rebuild, rent during the restoration of the premises and until their full use is again available to \_\_\_\_\_ shall be abated to correspond to the amount of useable space available to \_\_\_\_\_, but after restoration is completed the full rent will be resumed.

#### **Eminent Domain**

If the whole or a part of the premises shall be taken under Domain power of eminent domain, or shall be conveyed to a governmental agency to avoid such taking, and such taking shall cause the remaining premises to be inadequate for use by \_\_\_\_\_ for the purposes for which the same are leased, either PIONEER or \_\_\_\_\_ shall have the option to terminate this lease as of the date \_\_\_\_\_ is required to yield possession. If a part of the premises shall be so taken that the remaining part of the premises shall be adequate for use by \_\_\_\_\_, then this lease shall terminate as to the part so taken or alterations as may be necessary in order to restore the part not taken to useable condition and the rental payable hereunder shall be reduced in proportion to the part of the premises so taken. All compensation awarded for such taking of the fee and the leasehold shall belong to and be the property of PIONEER, and the same is hereby assigned to PIONEER and the \_\_\_\_\_ shall have no interest or claim to such award or any part thereof, provided, however PIONEER shall not be entitled to any portion of the award made to \_\_\_\_\_ for loss of business and for the cost of removal of stock and fixtures.

#### **Default**

In the event of failure of \_\_\_\_\_ to pay rent when due or the failure to comply with any of the other terms, covenants, or conditions of this lease for a period of 15 days after written notice from PIONEER to \_\_\_\_\_ of such default, or if \_\_\_\_\_ shall abandon the premises before the end of said term, or if \_\_\_\_\_ shall be adjudged bankrupt or insolvent according to the law or shall make an assignment or attachment of or levy on \_\_\_\_\_'s interest herein, then in any said cases, PIONEER, at its option may pursue either of the following remedies the pursuit of which shall not preclude PIONEER from pursuing any other remedies herein or at law or in equity provided, nor shall pursuit of any remedy by PIONEER constitute a forfeiture or waiver of any rent due to PIONEER hereunder or of any damages accruing to PIONEER by reason of \_\_\_\_\_'s violation of any of the covenants and provisions of this Lease:

Terminate this Lease by written notice to \_\_\_\_\_, whereupon this lease shall end. Upon such termination by PIONEER, \_\_\_\_\_ will at once surrender possession of the premises to PIONEER and remove all of \_\_\_\_\_'s effects therefrom, and PIONEER may forthwith re-enter the premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer or other tort.

Continue this lease in full force and effect and enter upon and take possession of the premises and expel or remove any person, including \_\_\_\_\_, who may be occupying the premises or any part thereof, without being liable for prosecution of any claim for damages therefore, and relet the premises as agent of \_\_\_\_\_ and receive the rent therefore. \_\_\_\_\_ shall remain liable for payment of all rentals and other charges and costs imposed on \_\_\_\_\_ herein, in the amounts, at the times and upon the conditions as herein provided, but PIONEER shall credit against such liability of \_\_\_\_\_ all amounts received by PIONEER from such reletting after first reimbursing itself for all cost incurred in curing \_\_\_\_\_'s defaults and in re-entering, preparing and refinishing the premises for reletting, and reletting the premises.

#### **Holdover**

Should \_\_\_\_\_ hold over the term hereby created, and with the consent of PIONEER, \_\_\_\_\_ shall become a tenant from month to month at an amount to be set by PIONEER, and otherwise upon the covenants and conditions in this lease contained, and shall continue to be such tenant until thirty (30) days after either party hereto serves upon the other written notice of intention to terminate such tenancy.

#### **Relationships of Parties**

Pioneer Technology Center/Small Business Incubator and \_\_\_\_\_ shall not be considered or deemed to be joint venturers or partners.

#### **Attorney Fees and Expenses**

\_\_\_\_\_ shall pay all reasonable attorney fees and expenses, which PIONEER incurs in enforcing any of the obligations of \_\_\_\_\_ under this lease, or in any litigation, or negotiations in which the PIONEER shall, without its

fault, become involved through or on account of this lease.

**Notices**

All notices required herein to be given by \_\_\_\_\_ to PIONEER shall be in writing and shall be given by registered mail, return receipt requested, and sent to

Director of Business and Industry Services  
Pioneer Technology Center/Small Business Incubator  
2101 North Ash  
Ponca City, Oklahoma 74601

or to such other person or place as shall be designated in writing by the PIONEER.

All notices required herein to be given by PIONEER to \_\_\_\_\_ shall be in writing and shall be given by registered mail, return receipt requested, and sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other person or place as shall be designated in writing by \_\_\_\_\_.

**Binder**

This lease shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall inure to their benefit. The use of one gender in this lease shall include any gender and the singular shall include the plural or the plural the singular, as the context hereof may require.

**Renewal**

At the expiration of the initial term, to be considered for renewal \_\_\_\_\_ must provide PIONEER with supporting documents on \_\_\_\_\_'s potential growth. \_\_\_\_\_ and/or PIONEER are hereby given the option to renew the lease for ONE YEAR. Such option shall be executed by \_\_\_\_\_ by giving written notice of its intent to renew three (3) months prior to the expiration of the lease term and of each succeeding renewal term. If renewed, the lease shall continue upon the same terms and conditions as the original lease, except that the monthly rent during the renewal term shall be negotiated and agreed to by PIONEER and \_\_\_\_\_.

**Layout: Rules and Regulations**

The leased premises will be in accordance with the layout plan (Exhibit A) attached hereto and made a part of this issue. Also the attached Rules and Regulations (Exhibit B) are made part of this lease.

**Quiet Possession**

PIONEER warrants \_\_\_\_\_'s quiet possession of the premises without let or hindrance on the part of PIONEER and for so long as \_\_\_\_\_ is not in default under the terms of this lease.

**Governing Law Severability**

This Lease shall be interpreted in accordance and with the laws of the State of Oklahoma. If any clause or provision hereof should be determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease or any renewal term hereof, then and in that event, it is the express intention of the parties hereto for the remainder of this lease shall not be affected thereby, and it is also the express intention of the parties hereto that in lieu of each clause or provision of this lease which may be determined to be illegal, invalid, or unenforceable, there may be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this lease this \_\_\_ day of \_\_\_\_, 20\_\_.

**"PIONEER"**  
**PIONEER TECHNOLOGY CENTER/SMALL BUSINESS INCUBATOR**

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

Title: \_\_\_\_\_

“ \_\_\_\_\_ ”

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

Title: \_\_\_\_\_