

## COMMERCIAL OFFICE LEASE

THIS COMMERCIAL OFFICE LEASE ("Lease") is made and entered into between Envision, Inc., a Kansas not-for-profit corporation ("Landlord") and Sedgwick County, Kansas ( Sheriff Dept. ), a Kansas Government entity. \_\_\_\_\_, ("Tenant") on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

In consideration of Tenant's obligation to pay rent, Landlord's obligations set forth herein and the other terms, covenants and conditions set forth herein, Landlord leases to Tenant and Tenant leases from Landlord, the office space defined below for the lease term specified herein, all upon the terms and conditions set forth in this Lease.

The following terms shall have the meaning defined below in this Lease:

- a. "Landlord": Envision, Inc., 610 N. Main, Wichita, Kansas 67206
- b. "Tenant" Sedgwick County Sherriff's Dept. \_\_\_\_\_ located at the Premises.
- c. "Premises": Suite E which comprises approximately 845 sq. ft. and is located in the building commonly known as \_\_\_\_\_ N. Main, Wichita, Kansas ("Building").
- d. "Lease Term": A period of 24 months commencing on May 1, 2018 (the "Commencement Date") and ending on the April 30, 2020 anniversary thereof (the "Expiration Date").

**\*\*\*Optional - The Lease Term may be extended by Tenant for up to 2 consecutive 1 year periods so long as Tenant is not in default. To extend the Lease Term, Tenant must give written notice of election to extend the then current Lease Term not later than 60 days prior to the end of the then current Lease Term. During any such extensions, the terms and conditions of this Lease Agreement shall remain in full force and effect except as modified herein. Notwithstanding any other provision of this Lease to the contrary, Landlord may terminate this Lease without penalty or other liability to Tenant during any extension of the Lease Term upon providing Tenant at least 6 months' written notice that Landlord intends to demolish or otherwise substantially redevelop the Building.\*\*\***

- e. "Rent": Rent during the Lease Term shall be payable in 24 monthly installments of \$ 1056.25 in advance. Rent shall be paid to Landlord at such place as Landlord shall designate.

**\*\*\* Optional - During the first extension of the Lease Term, the Rent shall be \$ 1073.85 per month, and during the second extension of the Lease Term, the Rent shall be \$ 1073.85 per month.\*\*\***

1. **PAYMENT OF RENT**

Tenant agrees to pay Rent in monthly installments in advance on the first day of each month during the Lease Term beginning with the Commencement Date. During the term of this Lease, or any period during which the Tenant occupies the Premises, if the Rent (or any other amount due under this Lease) is not received by Landlord before midnight on the 5<sup>th</sup> day after date due, there shall be an additional charge of 5% of the amount due. Landlord and Tenant agree that said charges are to be considered additional Rent and are to compensate Landlord for liquidated damage as a result of the late payments.

2. **POSSESSION**

Landlord shall deliver possession of the Premises to Tenant at the Commencement Date.

3. **QUIET ENJOYMENT**

Landlord hereby covenants that Tenant, upon paying Rent as provided, and performing all covenants and agreements contained in this Lease to be performed by Tenant, shall and may peacefully and quietly have, hold and enjoy the Premises. Nothing in this section shall prevent Landlord from performing alterations or repairs on other portions of the Building, nor shall performance of such alterations or repairs be construed as a breach of this covenant by Landlord, provided that such alterations or repairs do not unreasonably interfere with Tenant's use of the Premises.

4. **ASSIGNMENT; SUBLETTING**

Tenant shall not sublet, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest herein or any portion hereof, or permit or suffer any other person to occupy or use the Premises, or any portion thereof, without the prior written consent of Landlord.

5. **USE**

Tenant shall only use and occupy the Premises for general office purposes and for no other purpose without the Landlord's prior written consent. Tenant agrees to maintain the Premises in a clean, orderly, healthful condition and to comply with all laws, ordinances, rules and regulations of all governmental agencies. Tenant will not use the Premises for any unlawful, disreputable, or hazardous purpose; or suffer or permit any public or private nuisance, as determined by Landlord, in its reasonable discretion. Tenant will not permit anything to be done within the Premises that will increase the cost of or invalidate any policy of insurance on the Premises or Building.

Tenant shall not allow the use, storage, transportation, or other presence of Hazardous Materials on the Premises (except for chemicals used for ordinary cleaning purposes). Hazardous Materials means (a) "hazardous waste" as defined by any applicable law; (b) "hazardous substance" as defined by any applicable law; (c) asbestos; (d) polychlorinated biphenyls; (e) any substance the presence of which on the Premises is prohibited by any law or regulation; (f) any petroleum-based products; (g) underground storage tanks; and (h) any other

substance which by any law or regulation requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal. Tenant will indemnify and hold Landlord harmless for any liability, loss, cost, damage, or expense (including, without limitation, attorney's fees and expenses) with respect to Tenant's use or control of Hazardous Materials on the Premises. This indemnification and hold-harmless provision shall survive the termination of this Lease for any reason.

#### 6. ALTERATIONS; SIGNAGE

Tenant may alter or change the Premises, or post any signage, only with the prior written consent of Landlord and such consent may be withheld in Landlord's sole discretion. **\*\*\*Optional - Landlord hereby approves the signage (as well as its location on the Building and method of installation) as reflected on the signage plan attached hereto as Exhibit A.\*\*\*** Any alterations or signage, if consented to by Landlord, must comply with all applicable ordinances and laws, and Tenant shall be solely responsible for such compliance. Any alteration shall be of a quality equal to or exceeding the building standard. Tenant shall restore the Premises to its original condition at the termination of this Lease, normal wear and tear excepted.

#### 7. SERVICES; UTILITIES

Tenant will be solely responsible for furnishing to the Premises, at Tenant's expense, all utilities (except gas, electricity, water \_\_\_\_\_ which Landlord will provide at its expense) necessary for the operation of Tenant's business, including electricity, security, heating and air conditioning, telephone, internet, and janitorial services, all in a manner deemed to be generally acceptable in comparable class buildings.

#### 8. TAXES

Landlord shall pay the ad valorem taxes assessed on the Building and all parking lot areas rented and utilized by Tenant during the Lease Term. Tenant shall pay all personal property taxes associated with Tenant's use of the Premises.

#### 9. MAINTENANCE AND REPAIRS

Landlord will render repairs as needed to maintain the integrity of the structure of the Building, defined as foundation, structural posts, beams, and the exterior of exterior walls, roof structures, roofing, and HVAC system. Landlord shall be under no obligation and shall not be liable for any failure to make such repairs until and unless Tenant notifies Landlord, in writing, of the necessity therefor, in which event Landlord shall have a reasonable time thereafter to make such repairs. Tenant shall, at Tenant's expense, keep in good repair the interior of the Premises, including:

- a. All doors, hardware, windows, and glass.
- b. All floors, walls, and ceilings.
- c. All plumbing equipment, fixtures, supplies, water lines, drains and drain lines.
- d. All electrical fixtures, supplies and equipment.

Notwithstanding the foregoing, Tenant shall be responsible for the entire cost of any repairs which are necessitated due to damage caused by Tenant, or its invitees or agents. If Tenant fails to make repairs that are Tenant's responsibility, then after any applicable notice and cure period, Landlord may make said repairs and invoice Tenant at cost plus a reasonable supervisory fee; said invoice amount shall be considered additional Rent.

#### 10. COMMON AREAS

a. Definition. All areas within the Building (and associated sidewalks and parking areas) which are not leased (or available for lease) shall be common areas for the joint use of all tenants, their customers, invitees, employees, and agents.

b. Use. Tenant and its customers, invitees and employees shall have the nonexclusive right in common with Landlord, other tenants and their respective customers, invitees, employees, and agents to use the common areas subject to such reasonable rules and regulations as Landlord may from time to time promulgate. Tenant shall be responsible for ensuring that Tenant and its customers, invitees, suppliers and employees shall abide by all such rules and regulations.

#### 11. ENTRY

Landlord, its officers, agents and representatives shall have the right to enter into and upon the Premises, at reasonable times to inspect same or make repairs or alterations or additions as Landlord may deem necessary, or for any purpose connected to the safety, protection or preservation of the Building, and Landlord shall be provided master keys or pass keys to the Premises. Landlord shall have the right for the purposes of inspection, maintenance, adjustment and balancing the controls of the HVAC systems, repair, environmental audits or abatement, to erect, use, maintain, repair, replace or relocate pipes, ducts, wiring conduits and similar devices in and through the Premises and to enter upon the Premises for the purpose of the performance of any such work whether same are used in the supply of services to the Tenant or the other occupants of the Building. Landlord shall further have the right to enter the Premises to make repairs or modifications to any adjoining space or to the Building.

#### 12. CONDEMNATION

Should the Premises or the Building be taken or condemned in whole or in part under the power of eminent domain, or sold or disposed of under threat of condemnation, then Landlord shall receive the entire award for such taking or shall receive the entire payment made in lieu of condemnation, and Tenant shall have no claim thereto; provided, however, Landlord shall not be entitled to any award made directly to Tenant for loss of Tenant's business, depreciation to and cost of removal of stock and office furniture. In the event of total condemnation or conveyance in lieu thereof, of the Premises or the Building or in the event of a condemnation of a material part of the parking areas or drives in the common areas, the Lease Term shall terminate on the date the condemning authority takes possession of such condemned area and in the event of a partial taking or conveyance in lieu thereof, the Landlord may, at its option, terminate the Lease Term as of the date of the taking of possession or the partial taking by the condemning authority.

### 13. CASUALTY

If the Premises are made substantially untenable by fire or other casualty, Tenant may elect either to (a) terminate this Lease as of the date of such fire or other casualty by delivery of written notice of termination to Landlord within 10 days after said date, or (b) without termination of this Lease, notify Landlord that it desires Landlord to proceed with due diligence to repair, restore or rehabilitate the Building or the Premises, other than leasehold improvements installed by Tenant or paid for by Tenant. If Landlord elects not to repair, Tenant may immediately terminate the Lease. If all or any substantial part of the Premises are rendered untenable, by fire or other casualty and this Lease is not terminated, Rent shall abate for all or the part of the Premises on a per diem basis from and after the date of the fire or other casualty, and until the Premises are repaired and restored. Tenant's per diem rent abatement, in the event of partial untenability of the Premises, shall be calculated based upon the total Rent multiplied by a fraction, the numerator of which is the amount of square foot area in the Premises that cannot be occupied, and the denominator of which is the total square foot area of all the Premises.

### 14. INSURANCE

Landlord shall, throughout the term of this Lease, maintain fire and extended coverage property insurance on the Premises on an all-risk basis in an amount equal to the full insurable value of the Building, subject to any allowances for coinsurance rating provisions utilized by Landlord. Landlord shall also carry owner's public liability and property damage insurance coverage on the Premises with limits not less than \$1,000,000 combined single limits. Subject to the provisions hereof, all such insurance shall be for the sole benefit of the Landlord and under its sole control.

Tenant, at Tenant's cost and expense, shall maintain property/contents insurance, and commercial general liability insurance protecting Tenant against any and all claims of liability for injury or damage to person or property or for the loss of life or of property occurring upon, in, or about the Premises, and the common areas of the Building caused by, or resulting from, any act or omission (in whole or in part) of Tenant, its employees, agents, servants, invitees or guests; such insurance to afford protection during the term of this Lease of not less than \$1,000,000.00 for personal injury to any one person, including death, and \$1,000,000.00 for personal injury including death to more than one person arising out of any one occurrence and not less than \$500,000.00 with respect to property damage. All such insurance shall be effected under valid and enforceable policies; shall be issued by insurers of recognized responsibility and authorized to do business in the state.

To the extent permitted by law, Landlord and Tenant waive all rights of subrogation against each other and their respective insurance carriers in connection with the insurance policies described in this section.

15. **PARKING LOT SPACES**

Tenant shall be provided, without any additional Rent or cost, the 5 parking spaces for its use in connection with the Premises indicated, as on Exhibit B.

16. **RULES AND REGULATIONS OF BUILDING**

Tenant, its employees, agents, servants, invitees and guests will comply fully with all regulations of the Rules and Regulations of the Building established by Landlord from time to time. A copy of the current Rules and Regulations are attached hereto. Landlord shall at all times have the right to change such Rules and Regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, cleanliness, security and exterior and interior appearance of the Premises and Building, and for the preservation of good order and control therein and throughout; provided such rules do not preferably increase Tenant's financial obligations hereunder or detract from Tenant's quiet enjoyment of the Premises. All of the Rules and Regulations, changes and amendments thereto will be forwarded to Tenant, and after Tenant's notice of same, Tenant shall carry out and observe all of such Rules, Regulations, changes and amendments. In addition, Landlord may temporarily close any of the parking or common areas for such periods of time as may be necessary to make repairs or alterations or to discourage non-customers or for special events.

17. **RIGHTS RESERVED AND RETAINED BY THE LANDLORD**

Landlord retains and reserves unto itself all rights not expressly granted to Tenant in this Lease.

18. **DEFAULT AND REMEDIES**

In the event: (a) Tenant fails to comply with any term, provision, condition, or covenant of this Lease including the payment of all monies due; (b) Tenant vacates the Premises for 30 consecutive days or more without notice to Landlord and without making the current rental payment; (c) any petition is filed by or against Tenant under any Section or Chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant; then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: (1) upon 15 days' prior written notice, in addition to, and not in limitation of, any other remedy permitted by law; to enter upon the Premises or any part thereof, either with or without process of law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all personal property found therein; or (2) Landlord may terminate this Lease, or it may from time to time, without terminating this Lease, relet said Premises or any part thereof for such term or terms and at such Rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises.

Tenant shall promptly give to Landlord reasonably detailed written notice as herein provided of any defects in the Premises including the failure of Landlord to do anything required

to be done by law or by the terms of this Lease or the doing or permitting to be done anything prohibited by law or by the terms of this Lease. In the event Landlord has failed to commence to cause the cure of said defect within 10 days after receipt of said notice (or if such defect is of a nature or extent that it cannot reasonably be cured within such time frame, then Landlord shall have a reasonable time to complete such cure), Tenant shall have the right to terminate the Lease. In such case, Rent shall abate.

**19. SURVIVAL OF OBLIGATION**

The obligation of Tenant with respect to the payment of Rent accrued and unpaid during the term of obligation of the Lease shall survive the termination of the Lease.

**20. HEADINGS; GOVERNING LAW**

The titles and headings in the Lease are used only to facilitate reference, and in no way to define or limit the scope or intent of any of the provisions of this Lease. This Lease shall be governed by and interpreted in accordance with the laws of the state of Kansas.

**21. ENTIRE AGREEMENT; AMENDMENTS**

This Lease constitutes the entire agreement between the parties with respect to the Premises and this Lease covers, merges and includes all agreements, oral or written, between the parties hereto whether made prior to or contemporaneous with the execution of this Lease concerning the subject matter hereof. This Lease cannot be modified or changed by any verbal statement, promise or agreement and no modification, change nor amendment shall be binding on the parties unless it shall have been agreed to in writing. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

**22. SEVERABILITY**

In the event any provisions of this Lease be officially found to be contrary to law, or void as against public policy or otherwise, such provisions shall be either modified to conform to the law or considered severable with the remaining provisions hereof continuing in full force and effect.

**23. NO BROKER**

Landlord and Tenant each represent and warrant that no real estate broker has been engaged by either of them in connection with the lease transaction contemplated hereby. Landlord and Tenant each hereby agree to indemnify the other and hold the other harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees) paid or incurred by the other by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under them.

**24. SUCCESSORS AND ASSIGNS**

It is agreed that all the covenants, agreements and conditions herein contained shall extend to, and be binding upon, the respective successors, heirs, executors, administrators, assigns, receivers or other personal representatives of the parties to this Lease.

**25. TIME OF THE ESSENCE**

Time is of the essence of this Lease.

**26. SUBORDINATION**

Tenant agrees (i) that any present or future mortgagee or deed of trust holder ("mortgagee") of the Building may subordinate its mortgage to this Lease, (ii) that neither any present or future mortgagee of the Building shall be responsible for any defaults by Landlord or any prior Landlord or for the return of any security deposit, and (iii) to subordinate this Lease to any future mortgagee of the Building, provided that the mortgagee agrees not to join the Tenant in any foreclosure proceeding if Tenant is not in default under the terms of this Lease. This Lease shall continue upon the same terms and conditions with the successor landlord performing the obligations of Landlord.

**27. CONDITION OF PREMISES**

By occupying the Premises, Tenant shall be deemed to acknowledge that the same are received in good state of repair and accept the Premises in such condition. As between Landlord and Tenant, Tenant shall then assume all risks of damage to persons and property resulting from the condition of the Premises, or resulting from Tenant's employees' or invitees' negligence. Tenant shall take good care of the Premises and fixtures, make good any injury or breakage done by Tenant or Tenant's agents, employees or invitees, including damage done to the Building by Tenant's equipment, and shall quit and surrender the Premises at the end of the term or any renewal hereof in as good condition as the reasonable use thereof will permit, ordinary wear and tear excepted and casualty loss due to causes over which Tenant has no control, excepted.

**28. SPECIAL CONDITIONS**

Tenant further understands that Landlord has not agreed to make any change or to pay for any changes to the Premises to meet the requirements of the Americans with Disabilities Act (State or Federal). Tenant hereby agrees to consult with an architect and to accept all responsibility for compliance with the ADA inside the Premises.

**29. HOLDING OVER**

In the case of holding over by Tenant after expiration or termination of this Lease, Tenant will pay as liquidated damages one and one half (1½) times the amount of Rent for the entire holdover period, and all attorney's fees and expenses incurred by Landlord in enforcing its rights hereunder. No holding over by Tenant after the term of this Lease, either with or without the



consent and acquiescence of Landlord, shall operate to extend this Lease for a longer period than 1 month; and holding over with consent of Landlord shall thereafter constitute this Lease a lease from month to month. All rights and remedies expressly provided in this Lease for Landlord's protection shall be cumulative of any other rights and remedies provided by law.

**30. AUTHORITY TO SIGN**

If Tenant is a corporation or other entity, each individual signing this Lease on behalf of the Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the entity and this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a Resolution of its governing body authorizing such execution.

**31. INDEMNIFICATION**

Tenant will indemnify and hold harmless Landlord from any loss, cost, claim, judgment, or expense of any sort or nature (including reasonable attorney's fees) and from any liability to any person, natural or artificial, because of any injury, damage, or death to any person or property arising out of Tenant's failure in any respect to comply with and perform all of the covenants, requirements, and provisions contained in this Lease. This indemnification and hold-harmless provision will survive the termination of this Lease for any reason.

**32. LIENS AND ENCUMBRANCES**

Tenant will at all times keep the Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Premises at Tenant's request or by Tenant's authority. If a mechanic's or materialmen's lien is filed against the Premises and remains due and unpaid for a period of 30 days, Landlord may, at Landlord's option and without being required to inquire into or determine the correctness or validity, assume and pay the lien, together with any penalties, and Tenant will reimburse Landlord when Landlord delivers a written statement showing the aggregate amount paid by Landlord.

**33. SURRENDER AT TERMINATION**

When this Lease terminates for any reason, whether expiration of the term or termination for default or otherwise, Tenant will peaceably surrender and deliver up possession of the Premises to Landlord, clean and in as good condition and repair as they were when this Lease began, reasonable depreciation and damages from the elements and acts of God excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant's removal of any trade fixtures or equipment installed by Tenant during the term.

34. NOTICES

All notices required or that may be given hereunder are considered properly given if delivered in writing, personally or sent by certified mail, postage prepaid with return receipt requested, addressed to Landlord or Tenant at the addresses first above shown, or such other address as may be furnished in writing in the same manner as is provided herein for the giving of notices. Notices served by mail are considered to be given on the date on which the notice is deposited in the United States mail.

35. FAILURE TO ENFORCE LEASE PROVISIONS

The failure of Landlord to enforce any term, condition or agreement breached by Tenant, before or after notice from Landlord, does not void or affect the right of Landlord to enforce the same term, condition or agreement on the occasion of a subsequent default or breach.

36. SECURITY DEPOSIT

Tenant will deposit with Landlord upon execution of this Lease as security for Tenant's full and faithful performance of all of Tenant's obligations under this Lease, the amount of \$ 0 ("Security Deposit"). Landlord will not owe any interest on the Security Deposit to Tenant and Landlord may commingle the Security Deposit with Landlord's other funds. The Security Deposit will be returned to the Tenant after the expiration of this Lease, provided that Tenant has fulfilled all of its obligations under this Lease. Upon the occurrence of any default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such Security Deposit to the extent necessary to make good any arrears of Rent or other payments due Landlord hereunder, or any other damage, injury, expense or liability caused by any event of Tenant's default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Furthermore, upon Landlord's sale of all or part of the Premises and the assignment of the Security Deposit, Tenant shall look solely to Landlord's successor for return of the Security Deposit.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have caused this instrument to be executed, as of the date first set forth above.

LANDLORD:

TENANT:

Envision, Inc.

By:   
Dan Charvat Director of Facilities Name/Title

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

DATE: 2/23, 2018

DATE: \_\_\_\_\_, 201   

**Approved As To Form**



**PERSONAL GUARANTY**

In the event of a Tenant default of the foregoing Commercial Office Lease is not cured within any applicable cure period, the undersigned (herein the "Guarantor") hereby personally, unconditionally and irrevocably guarantees to Landlord, its successors and assigns, the full, complete and immediate payment upon demand made by Landlord of all amounts due from and obligations of Tenant pursuant to this Lease.

Guarantor waives acceptance of notice of default by Landlord. Guarantor agrees that Guarantor's liability hereunder is primary and not secondary, and that Landlord may proceed directly against Guarantor without first proceeding against Tenant or any collateral which may be given as security for the performance of Tenant's obligations under the Lease. Landlord may, without in any way affecting the liability of Guarantor hereunder, release any collateral granted as security for the performance of Tenant's obligations under the Lease, release any party liable for the performance of Tenant's obligations under the Lease, take additional collateral or additional guaranties, or amend or modify the terms or provisions of the Lease. In the event Landlord sells, mortgages or otherwise transfers the property which is subject to the Lease, or assigns Landlord's interest in the Lease to a third party, such grantee, mortgagee or assignee may enforce the Landlord's rights under this Personal Guaranty, the same as though such party had been the original beneficiary hereof.

"GUARANTOR"

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*OPTIONAL\*

**Exhibit A**

**Signage Plan**

N/A

\*OPTIONAL\*

Exhibit   B  

Parking Plan

Maintain the existing parking spaces that you are presently using under the current lease, no changes to the parking.

## Rules & Regulations

Tenant agrees as follows:

1. All garbage and refuse shall be kept in the outside container provided by Landlord.
2. No loud speakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
3. Tenant shall keep the outside areas immediately adjoining the Premises free of any obstacles, trash, or other property of Tenant.
4. Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose in Exhibit B.
5. The plumbing facilities and other systems in the Building shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein; and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
6. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Building.
7. Lighting in common areas for the purpose of security and decoration shall be provided nightly.
8. Except for the building structure and fixtures, Tenant agrees to otherwise keep and maintain the Premises in good repair during the term of this Lease.