

Commercial Lease – Sagebrush LLC

Cottonwood Business Center
101904 Wiser Parkway
Kennewick, WA 99338

This Lease is made on Feb 1, 2020, between Sagebrush, LLC, Landlord, of Cottonwood Business Center, Unincorporated Benton County, State of Washington, and Summit View WW & Eagle Butte Vineyards Tenant, of PO Box 7224, City of Kennewick, State of WA 99336.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property:
101904 Wiser Parkway, Suite 102.103
2. The rental payments will be \$ 740- per month and will be payable by the Tenant to the Landlord on the 1st day of each month, beginning on 2/1/2020. If any rental payment is not paid within five (5) days of its due date, the Tenant agrees to pay an additional late charge amounting to the larger of \$50 or 5% (five percent) per month of the rental payment due. Payments shall be made to Sagebrush LLC, 10815 Cottonwood Dr., Kennewick, WA 99338.
3. The term of this Lease will be from 2/1/2020 until 2/1/2021. If Tenant is in full compliance with all of the terms of this Lease at the expiration of this term, Tenant shall have the option to re-new this Lease for an additional term of 1 year, with all terms and conditions of this Lease remaining the same, except that the rent shall be renegotiated at that time. If the Tenant remains as tenant after the expiration of this Lease with the consent of the Landlord but without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by ninety (90) days written notice from either the Tenant or the Landlord, and that the rent shall be \$ 740⁰⁰ per month. per suite, \$1480.00 total
4. The Tenant has paid the Landlord a security deposit of \$ 500-. This security deposit will be held as security for the repair of any damages to the property by the Tenant. This deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any amounts needed to repair the property, but without interest.
5. The Tenant has paid the Landlord an additional month's rent in the amount of \$ -0-. This rent deposit will be held as security for the payment of rent by the Tenant. This rent payment deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any rent still due upon termination, but without interest.
6. The Tenant agrees to use the property only for the purpose of carrying on the following lawful business:
WATER COMPANY, FARM/AG OFFICE, VINEYARD OFFICE

Tenant is responsible for all necessary permits, authorizations and licenses required for the operation of the business.

7. The Landlord agrees that the Tenant may install the following equipment and fixtures for the purpose of operating the Tenant's business and that such equipment and fixtures shall remain the property of the Tenant:

Portable office equipment and furnishings to operate business

Any damage resulting from removing same shall be the responsibility of the Tenant to repair the premises to original condition. Tenant is responsible for all taxes on Tenant's personal property located on the premises.

Tenant shall obtain Landlord's written consent for any signage. A lighted 2'x4' sign is provided by Landlord. Tenant can have sign imprinted at Tenant's expense.

8. The Tenant has inspected the property and has found it satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, parking areas, landscaping, and building foundation. The Tenant shall be responsible for the repair and upkeep of the interior of the property, including all electrical, mechanical, plumbing, heating, cooling, or any other system or equipment on the property. Tenant agrees to maintain the interior of the property and the surrounding outside area in a clean, safe, and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. Tenant also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the Tenant.

9. The Tenant agrees to obtain and pay for all necessary utilities for the property. This includes phone (Frontier), internet (Frontier), and electricity (PUD). The PUD electrical service will be placed into the Tenant's name on the day of occupancy. Tenant shall be responsible for any janitorial services used by Tenant. Tenant will be responsible for any garbage removal above what is normal for a similar sized office space.

Tenant is aware that premises is served by a septic system and agrees that no paper products such as paper towels and sanitary products will be flushed into the septic system. Likewise, no harsh chemicals nor cleaning products will be introduced into the septic system by Tenant.

10. The Tenant agrees not to sub-let the property or assign this Lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the Landlord reasonable access to the property for inspection and repair. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency.

11. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing three (3) days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this Lease with three (3) days notice and in accordance with state law. Upon termination of this Lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.

12. The Landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the operation of the Tenant's business. The Tenant agrees not to do anything that will increase the Landlord's insurance premiums and, further agrees to indemnify and hold the Landlord harmless from any liability or damage, whether caused by Tenant's operations or otherwise. The Tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that Tenant installs at the property. In addition, the Tenant agrees to carry business liability insurance, including bodily injury and property damage coverage, covering all Tenant's business operations in the amount of \$ 1,000, and a deductible of not more than \$, with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and to not cancel the policies without notifying the Landlord in advance. Tenant agrees to provide Landlord with a Certificate of Insurance which indicates that Landlord is a co-insured party and that Landlord shall be provided with a minimum of ten (10) days written notice prior to cancellation or change of coverage.

13. This Lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease to a mortgage or deed of trust for the Landlord.

14. Tenant agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, Tenant shall be responsible for all costs incurred by Landlord in connection with such action, including any reasonable attorney's fees.

15. The following are additional terms of this Lease:

16. The parties agree that this Lease, including the following attachments:

Landlord and Tenant agree that this is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the State of Washington.

TENANT IS AWARE THAT EVELYN CATALDO IS A LICENSED REAL ESTATE AGENT IN THE STATE OF WASHINGTON.



Signature of Landlord



Signature of Tenant

Dominic CATALDO

Name of Landlord SACEBRUSH LLC

Kelly Rathbun SIWW/EBU

Name of Tenant