



Atrium Place Executive Suites
7180 W. 107th Street
Overland Park, Kansas 66212
913.648.6771 Fax 913.648.0523

First Floor	\$650.00
Second Floor	\$675.00
Telephones:	
First Telephone line answered, each additional line	\$30.00
First Telephone included, each additional	\$18.00
Telephone installation charge	Actual Cost
Xerox Copies:	
0 to 50 copies	.13
51 to 250 copies	.11
251 to 500 copies	.09
501 to 1000 copies	.07
1001 and up	.05
Fax:	
To Send 1st page	\$2.00
Each additional page	\$.50
To Receive pt page	\$1.50
Each additional page	\$.50
Cost plus 10%	
Postage:	
Shipping Charges:	
UPS	Cost plus 10%
Fed Ex	Actual Cost
Secretarial Services: (broken down to 1/4 hour increments)	
Word Processing	\$15.00
Desktop Publishing	\$25.00
Bookkeeping	\$30.00

LEASE OF EXECUTIVE SUITE AND CONTRACT FOR SERVICES

atrium place
7180 w. 107th street
overland park, ks 66212

This Lease is made on _____ between Atrium Place Executive Suites having offices at 7180 West 107th Street, Overland Park, Kansas 66212, hereinafter called "Lessor", and _____, herein after called "Lessee". The parties hereto for themselves, their heirs, legal representatives, successors and assigns, hereby agree as follows:

1. DEMISE AND DESCRIPTION OF PROPERTY. - Lessor hereby leases to and Lessee hereby leases from Lessor, for the term, and subject to the condition and covenants hereinafter set forth, the property, hereinafter referred to as the "leased premises" located in Johnson County, Kansas, described as follows:

The office space being office number #____ in the leased premises of the Lessor located at 7180 West 107th Street, Overland Park, Kansas 66212. The Lessor hereby grants the Lessee the privilege of use at 107 ATRIUM PLACE, in common with other Lessees and parties that the Lessor may designate, certain office facilities located in the same building. The facilities are more particularly described in Schedule "A" annexed hereto.

2. USE AND NON-COMPETITION. - The leased premises shall be used by the Lessee for offices only and such other use as is normally incident thereto and for no other purpose, in accordance with the rules and regulation attached hereto and any subsequent rules and regulations which may be promulgated by Lessor for the mutual benefit of all Lessees.

3. TERM. - The term of this lease shall be for a period of Twelve months commencing on _____ unless renewed as provided hereinafter.

4. RENT. - For and during the term of this lease, Lessee shall pay the Lessor as rent for the leased premises as follows:

The first such payment of rental as well as the **Security Deposit and Services Deposit** (\$____) shall be due and payable prior to the physical occupancy of the premises by the Lessee.

5. RECEIPT OF SECURITY DEPOSIT. - Lessee deposited with Lessor the sum of \$_____ as a security deposit, the receipt of which is hereby acknowledged by Lessor, as security for the full performance by the Lessee of the terms mentioned herein, conditions and covenants of this lease to be performed and kept as well as for the cost of any repair or collection of damage in excess of normal wear and tear, and to guarantee the payment of any services provided. The Security Deposit, shall be returned within thirty (30) days after the Lessee has vacated and left the premises in an acceptable condition (following a personal inspection by Lessor) and surrendered all keys. If the Lessor determines that any unpaid rent, service, accounts, or any loss, damage or injury chargeable to the Lessee hereunder exceeds the combined deposits, the Lessor shall apply the Security Deposit against any actual unpaid account, loss, damage, or injury and Lessee will be liable for the balance thereof. It is further understood and agreed that the Security Deposit is not to be considered the last rental payment nor last payment for services under this lease.

6. ADDITIONAL DEPOSITS. - Should the Lessee ever be more than five (5) days late in payment of any sum due, including but not limited to rent, services, or damages, then Lessor may demand an increase in the Security Deposit if Lessor feels that the current deposit is not sufficient. The deposit increase will be limited to an amount equal to the sum of rent, services, and damages. Failure to tender the additional deposit will be deemed a default under this lease and agreement.

7. SERVICES. - Lessor shall make available certain services to the Lessee as are more fully described in Schedule "A" annexed hereto and forming a part hereof. Such services as are indicated on Schedule "A" shall be paid for by Lessee, payment shall be due and payable on the first day of the month following the month during which such services were rendered. Time is of the essence. Such services shall be billed at a rate which is then prevailing throughout the premises and said rate is subject to adjustment by the Lessor upon thirty (30) days written notice to Lessee.

8. SURRENDER. - Lessee agrees to and shall on expiration or sooner termination of this lease or of any extended term thereof, promptly surrender and deliver the leased premises to the Lessor without demand therefor and in good condition, ordinary wear and tear excepted, along with ALL KEYS to the suite and the building. Lessor shall have the right to show Lessee's offices during the sixty (60) day period immediately preceding the expiration date of this lease or any amendments or extensions thereof.

9. DEFAULTS AND REMEDIES. -

(a) The Lessee shall not allow the rent and payment for services provided to be in arrears more than five (5) days, unless otherwise agreed by the parties herein, and if at such time the amounts owed (including rental) by Lessee exceed the Security Deposit amount, Lessor, may, at its option, terminate the provision of all services provided in Schedule "A" upon twenty-four (24) hours notice to Lessee. In the event of any such breach, Lessor may re-enter and take possession of the said premises and remove all persons and property therefrom, as well as disconnect any telephone lines installed for the benefit of Lessee, without being deemed to have committed any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, at a monthly rental as Lessor may, with reasonable diligence, be able to secure. Should Lessor be unable to re-let after reasonable effort to do so, or should each monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

(b) It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon any property of whatsoever kind, and wheresoever situated and upon all goods, chattels or personal property of any description or of any kind belonging to Lessee which are placed in, or become part of the leased premises, as security for rent due and to become due for the remainder of the current lease term, which lien shall not be in lieu of or any way affect any statutory Lessor's lien given by law, which shall be cumulative thereof; and Lessee hereby grants the Lessor security interest in all such personal property placed in the leased premises for such purposes. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor.

(c) In the event Lessor exercises the option to terminate the leasehold, and to re-enter and relet the premises as provided in the preceding paragraph 9 (a), the Lessor may take possession of all of Lessee's property on the premises and sell the same at public or private sale after giving Lessee written notice of the time and place of any public sale or of the time and place after which any private sale is to be made, for such prices and terms as the Lessor deems best. The proceeds of such sales shall be applied first to necessary and proper expenses of removing, storing and selling such property and then to the payment of any rent due or to become due under this lease, then to the payment of services due, then any damages due with the balance, if any, to be paid to Lessee. Further, without limitation, Lessor shall have those rights and remedies as provided in L.S.A. 84-9-500 et seq. All rights and remedies of Lessor under this lease shall be cumulative and none shall exclude any other right or remedy of law. Lessor is expressly given the right to assign any or all of its interest under the terms of this lease.

10. NOTICES. - Any notice under this lease must be in writing and must be sent by Certified Mail or Registered Mail, return receipt requested, or hand delivered to the last address of the party to whom notice is to be given, as designated by such party in writing. The Lessor and Lessee hereby designate their addresses as:

LESSOR: **atrium place executive suites**
 7180 west 107th street
 overland park, ks 66212

LESSEE:

11. ALTERATIONS. - The lessee shall make no alterations, additions, or improvements in or to the leased premises without the Lessor's prior written consent. Any alterations or improvements upon the leased premises, made by either party, shall remain upon and be surrendered with said premises, as a part thereof, at the end of the term hereof.

12. REPAIRS. - The lessee shall keep the leased premises and all fixtures and equipment therein in such repair, order and condition as the same are in at the commencement of the term hereof or may be put in during the continuance thereof, reasonable use, wear and damage by fire or other casualty excepted. Lessor must approve in writing all contractors work, prior to any work by Lessee.

13. SUBORDINATION. - This lease is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real property of which the leased premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. The Lessee shall execute promptly any certificate or other instrument that the Lessor may request that shall be necessary or proper to give effect to such subordination.

14. LOSS, DAMAGE. - All personal property of any kind that may be on or about the leased premises shall be at the sole risk of the Lessee and the Lessor shall not be liable for any injury, loss or damage to any persons or property on or about the leased premises. The Lessee shall save the Lessor's agents, servants or employees, self employed or not, and the Lessee shall save the Lessor harmless and indemnified against such injury, loss or damage, or claim or liability therefore arising from any omission, neglect or default of the Lessor. The Lessee shall give immediate notice to the Lessor in case of fire or accident to or defects in any fixtures or equipment of the building.

15. FIRE, CASUALTY. - If the leased premises shall be partly damaged by fire or other casualty without fault or neglect of the Lessee, the Lessee's agents, servants or employees, the damages shall be repaired as expeditiously as possible by and at the expense of the Lessor. The rent, until such repairs shall be made, shall be apportioned according to the part of that leased premises which is usable by the Lessee. Should the Lessor so request, the Lessee will within twenty-four (24) hours after notice, remove from the leased premises all the goods and effects of the Lessee and peaceably surrender the leased premises of the Lessor clean and in good order, repair and condition in all respects, reasonable use, wear and damage by fire or other casualty excepted. If the leased premises are totally damaged or rendered wholly untenable by fire or other casualty, and the Lessor shall decide not to rebuild or restore the same, or if the building shall be so damaged that the Lessor shall decide to demolish it or rebuild it, then or in any of such events, this lease shall terminate at the election of the Lessor, written notice of such election to be given by the lessor within thirty (30) days after such fire or other casualty, and the rent shall be apportioned to the date of such damages.

16. EMINENT DOMAIN. - If the whole or any part of the leased premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then and in the event, the term of this lease shall cease and terminate from the time when the possession of the part so taken shall be

required for such use or purpose, and without any apportionment of the award to Lessee. The rent, however, shall in any case be apportioned to the date of such taking.

17. ACCESS TO PREMISES. - The Lessor or the Lessor's agents shall have the right to enter the leased premises at all reasonable times, to examine the same, and to show them to prospective purchasers and tenants, or to perform repairs, alterations, improvements, or additions as the Lessor may deem necessary or desirable.

18. WAIVERS. - No waiver, expressed or implied by the Lessor of any breach of any covenant, agreement or duty on the part of the Lessee to be performed or observed shall be construed as a waiver of any other breach of the same or any other covenant, agreement, or duty.

19. QUIET ENJOYMENT. - So long as the lessee shall perform and observe all the covenants and agreements and undertakings of this lease on the Lessee's part to be performed and observed, the Lessee shall have quiet, peaceful and uninterrupted possession of the leased premises.

20. SIGNS. No signs may be placed in or about the premises except as maintained by Lessor at the building directory and by Lessee for identification only to the leased premises. All signs or lettering must have prior written approval by Lessor as to size, design, color, style and location.

21. TRANSFER OF LESSOR'S INTEREST. Lessor hereby reserves the right to sell, assign or transfer this lease upon the condition that in such event this lease shall remain in full force and effect, subject to the performance by Lessee of all the terms, covenants and conditions on its part to be performed. Upon any such sale, assignment or transfer, other than merely as security, Lessee agrees to look solely to the responsibility of assignee or transferee with respect to all matters in connection with this lease and Lessor shall be released from any further obligations hereunder. If any security deposit has been made by Lessee under Paragraph 5 and Paragraph 6 hereof, Lessor may transfer such security deposit to such assignee or transferee and thereupon Lessor shall be discharged from any further liability in reference thereto.

22. ACCEPTANCE OF PREMISES. No representations, except such as are contained herein, have been made to Lessee respecting the condition of the premises. By entry hereunder, Lessee accepts the premises as being free from defects and in good, clean and sanitary order, condition and repair and agrees to keep the premises in such condition.

23. LOCATION OF PREMISES. Lessor reserves the right, on thirty (30) days written notice to Lessee, to substitute other available leased premises within the building for the leased premises herein demised for all uses and purposes as though originally leased to Lessee at the time of execution and delivery of this lease; provided, however, that the substituted leased premises shall not be at an increased rental for the duration of the term of the original agreement and the lease expiration of the substituted leased premises shall be the same as that of the originally leased premises. Lessor agrees to pay all reasonable moving expenses of lessee incidental to such substitution of leased premises. Lessee and Lessor agree that substitutable leased premises will be comparable to the original leased premises as shown on Exhibit "A". However, Lessor shall determine the specific leased premises to be substituted and relocated to. Lessee has the express right to terminate this lease in the event Lessee does not desire to move to the substituted leased premises; however, said termination right must be exercised, if at all, within thirty (30) days of the lessor's written notice to the Lessee. Such notice shall be deemed to be duly given only if mailed by Certified Mail or Registered Mail, return receipt requested, or hand delivered addressed to the Lessee pursuant to Paragraph 1 of this lease. If such mail is properly addressed and mailed as above, it shall be deemed notice for all purposes herein given if undelivered.

24. FURNITURE, FIXTURES, AND EQUIPMENT IN COMMON AREAS. Lessor agrees, at its own cost and expense, to furnish and install furniture, fixtures and equipment in common areas that are in the Lessor's sole opinion necessary to provide suitable office facilities and services for the Lessee.

25. ASSIGNMENT AND SUBLetting. No assignment or sub-letting of the leased premises or any part thereof shall be made by Lessee without Lessor's prior written consent. Neither all nor any part of the Lessee's interest hereunder in the demised premises may be encumbered, assigned, or transferred in whole or in part either by the act of the lessee or by operation of law.

26. LESSOR'S LIABILITY. The Lessor shall not be liable or be responsible to the Lessee for any injury or damage resulting from the acts or omissions of the Lessor's employees, servants, agents, self-employed or not, or persons leasing office space or services from the Lessor, or other persons occupying any part of the building of which the leased premises is a part, or for any failure of services provided such as water, gas or electricity or for any injury or damage to person or property caused by any person or from the lessor's failure to make repairs which it is obligated to make hereunder.

27. WAIVER OF BREACH. No failure by the Lessor to insist upon the strict performance of any term or condition of this lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach shall constitute a waiver of any such breach or any such term or condition. No term or condition of this lease required to be performed by the tenant, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the Lessor. No waiver of any breach shall affect or alter any term or condition in this lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

28. EMPLOYMENT OF EMPLOYEES. Lessee agrees not to offer or have offered employment to any employee, agent or servant, self-employed or not, or to employ any employee, agent or servant, self-employed or not, of the Lessor during that Lessee's stay within the demised termination of the lease. Because of the difficulty of ascertaining exact damages, there shall be payable to the Lessor the sum of \$3,000 liquidated damages for each such breach.

29. LICENSES AND TAXES. Lessee shall be solely responsible for obtaining licenses and complying with taxing and other governmental authorities. This agreement is not conditioned upon such licenses being issued nor on the reasonableness of compliance with requirements of governmental authorities.

30. ATTORNEY FEES. In the event of any action, suit or proceedings brought under or in connection with this agreement, the prevailing party therein shall be entitled to recover and the other party hereto agrees to pay, the prevailing parties cost and expenses in connection therewith, including reasonable attorney fees.

31. SEVERABILITY. In the event that any part, paragraph, or clause of this lease shall be held to be indefinite, invalid or otherwise unenforceable, the entire lease shall not fail on account thereof, and the balance of the agreement shall continue in full force and effect. If any tribunal or court of appropriate jurisdiction deems any provision hereof, (other than for the payment of money) unreasonable, said tribunal or court may declare a reasonable modification hereof, and this lease shall be valid and enforceable, and the parties hereto agreed to be bound by and perform the same, as best modified.

32. RULES AND REGULATIONS. The rules and regulations attached to this instrument are made a part hereof by reference and are an integral part of this lease. Lessee, its employees and agents, will perform and abide by the rules and regulation and any amendments or additions to said rules and regulations as Lessor may reasonably make.

33. GENERAL. This lease embodies the entire agreement between the parties, relative to the subject matter hereof, and shall not be modified, changed or altered in any respect except in writing.

34. LATE FEES/RETURNED CHECK CHARGES. In the event Lessee is in arrears more than five (5) days for rent or services, Lessor shall access and Lessee agrees to pay a late charge of ten (10) percent of the rent per month per office. *Lessor shall access and Lessee agrees to pay a charge of twenty dollars (\$20) for any check for payment of rent, services or deposits returned from the bank.

35. OPTION TO RENEW.

The aforesaid lease will automatically renew at for a one (1) year period (**enter dates**) unless Lessee notifies Lessor, in writing prior to _____, that Lessee will be vacating _____. Rent will be \$ ____ per month for the period.

The aforesaid lease will automatically renew at for a one (1) year period (**enter dates**) unless Lessee notifies Lessor, in writing prior to _____, that Lessee will be vacating _____. Rent will be \$ ____ per month for the period.

The aforesaid lease will automatically renew at for a one (1) year period (**enter dates**) unless Lessee notifies Lessor, in writing prior to _____, that Lessee will be vacating _____. Rent will be \$ ____ per month for the period.

36. OTHER TERMS.

Payment of aforesaid Lease is hereby guaranteed by:

BY: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively signed and sealed this lease and were duly authorized as of the day and year first above written.

LESSOR: **atrium place executive suites**
7180 West 107th Street
Overland Park, KS 66212

By: _____
David E. Noon, CCIM

LESSEE:

By: _____
Name

Phone: _____ **Social Security #:** _____
Address:

Email:

RULES AND REGULATIONS

- (1)** Lessee will conduct themselves in a businesslike manner; proper attire will be worn at all times, the noise level will be kept to a level so as not to interfere with or annoy other tenants.
- (2)** Lessee will not affix anything to the walls of the leased premises without prior written consent of the Lessor.
- (3)** Lessee will not prop open any corridor doors, exit doors or door connecting corridors during or after business hours.
- (4)** Lessee using common areas can only do so with the consent of the Lessor, and those areas must be kept neat and attractive at all times.
- (5)** All corridors, halls and entrance ways shall not be obstructed by the Lessee or used for any purpose other than egress and ingress.
- (6)** No advertisement or identifying signs or other notices shall be inscribed, painted or affixed on any part of the corridors, doors or public areas without prior consent of Lessor. At the expense of Lessee, Lessor shall provide Lessee's name as they shall designate on the building directory, mailbox, and door sign.
- (7)** The Lessee shall not, without the Lessor's written consent, store or operate any large business machines, heating equipment, stove, stereo equipment or other mechanical amplification equipment, or use or allow to be used on the premises oil, burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed extra hazardous on account of fire or any explosives shall be brought onto said premises. No offensive gases, odors or liquids will be permitted.
- (8)** If the Lessee requires any special wiring for business machines or otherwise, such wiring shall be done by an electrician designated by the Lessor. The electrical current shall be used for ordinary lighting purposes only unless written permission to do otherwise shall first have been obtained from the Lessor at an agreed cost to the Lessee.
- (9)** If Lessee requires any special wiring for telephone equipment or otherwise, such wiring shall be done by a telecommunications technician designated by the Lessor at the expense of the Lessee.
- (10)** The Lessor and its employees agents, or servants, self employed or not, shall have the right to enter the premises at all reasonable hours for the purpose of making any repairs, alterations or additions which it shall deem necessary for the preservation, safety or improvement of said office without in any way being deemed or held to have committed an eviction of the Lessee therein.
- (11)** The Lessee shall give the Lessor immediate access to the leased premises to show said leased premises of Lessee, after giving notice of intent to vacate in accordance with the provisions of the Lease Agreement. The Lessee shall in no way hinder the Lessor from showing said premises.
- (12)** Lessee may not conduct business in the hallways or corridors or any other areas in its designated offices without written consent of Lessor.

- (13) Lessee will bring no animals on the premises.
- (14) Lessee will not move decorative material of Lessor's in common areas from facility without written consent of Lessor.
- (15) Each tenant is provided with a key to the front and back doors and to their leased premises in order to allow entry to the building at any time during the day or evening. Entry doors shall be unlocked between 8:30 a.m. and 5:30 p.m. Should a request be made to leave the entry doors unlocked for client or business associates after hours, to secretary then Lessee making request shall be responsible for that period of time those doors are unlocked and are responsible to secure all doors when leaving. Thus, you are responsible to the best of your abilities, for guarding against anyone other than your guest from gaining entry during off hours. This rule is for your protection as well as that of the other tenants.
- (16) Please be sure and turn off lights when leaving your office for the day and evening. The last person out should also turn off lights in the reception area and hallways, conference room and restroom.
- (17) The thermostats are set at 68 degrees for winter and 75 degrees in the summer, per government regulations. However, if you have a problem with your heat (or air conditioning in the summer), please advise the secretaries or manager and we will try to adjust.
- (18) Service problems with your phones are handled by the receptionist or manager. Please advise her and we will have your problem repaired as promptly as possible. If you have any special requests as to the answering of your phones, please advise receptionist.
- (19) The conference room is for the use of the tenants. If you want to use the conference room, please check with the receptionist as to the availability of the room. After using the conference room, it is the tenant's responsibility to make sure the room is neat, and clean, and all used coffee cups thrown away, ash trays emptied, and the table cleared.
- (20) Lessee agrees not to offer or have offered employment to any employees, including but not limited to agents or servants, self-employed or not, or to employ any employee, agent or servant, self-employed or not, of the Lessor during the Lessee's stay within the demised premises of the Lessor or for a period of six months following the termination of the lease.
- (21) Lessee agrees to furnish Lessor with a rubber stamp bearing Lessee's new address upon vacating premises, at Lessee's expense, for the purpose of forwarding mail, parcels, and deliveries. Lessee also agrees to furnish Lessor a phone number where Lessee may be reached.
- (22) Lessor agrees to furnish Lessee with an code for photocopier. Code will be deleted upon departure.
- (23) Lessor reserves the right to make such other reasonable rules, regulations and policy changes or additions as in its judgment may from time to time be needed for the safety, care and cleanliness of the facility, or are in the best interest of all tenants.

SCHEDULE "A"

- (1) Offer furnished decorated reception area with qualified receptionist.
- (2) Lessor agrees to furnish telephone answering and receptionist service from 8:30 a.m. to 4:45 p.m.. Monday through Friday, except legal holidays.
- (3) Air conditioning on business days at times of year when necessary, as determined by Lessor, except legal holidays.
- (4) Heat on business days at times of the year when necessary, as determined by Lessor, except legal holidays.
- (5) Lessor agrees to pay for a11 gas, electricity, including fluorescent tube and incandescent bulb replacement.
- (6) Complimentary coffee 8:30 a.m. to 4:45 p.m., Monday through Friday, except for legal holidays.
- (7) Auto parking for Lessee only shall be on an in and out, first-come, first-serve basis in the paved parking lot adjacent to the building.
- (8) Janitorial services on business days, except legal holidays.
- (9) Water for drinking, lavatory and toilet purposes.
- (10) Paper towels, tissue and soap.
- (11) Package receipt in your absence.
- (12) Mail receipt and forwarding.
- (13) Conference room, subject to availability on a first come first serve basis.
- (14) Notary Service.
- (15) Limited storage facilities, primarily for stationery.
- (16) Telephone installation arrangements.
- (17) Lessee agrees to pay for telephone installation costs.
- (18) Word Processing.
- (19) Secretarial services available on a per hour basis to Lessee.
- (20) Duplication equipment services on a per copy charge.
- (21) Limited computer services upon request, subject to availability, on a job by job basis only.
- (22) UPS shipping and receiving service.
- (23) Complete mail facility, including incoming and outgoing mail.
- (24) All signs and directory expenses are at Lessee's expense.
- (25) Federal Express.