

STANDARD LAND LEASE FORM

Lease Covering Premises Located at
621 9th Street Truck Spot # _____
Modesto CA 95354

Lessor's Fed. Tax. I.D. No. or Social Security No.
56-2375665

Tenant Agency
Name: _____

This lease made and entered into the _____ day of _____ 20_____ by and between G & K Enterprises, LLC, A California Limited Liability Company hereinafter called the Lessor, without distinction as to number or gender, and _____ hereinafter called the Tenant:

WITNESSETH

1. The Lessor hereby leases unto the Tenant and Tenant hereby leases from the Lessor those certain premises with appurtenances situated in the City of Modesto, County of Stanislaus, State of California, and more particularly describe as follows:

Truck Spot # _____ (see Attachment #1 Truck Spot Layout) at 621 9th Street, Modesto, California hereby being incorporated into this lease. The Tenant shall have access to and use of the leased premises 24 hours per day, seven (7) days per week with no exceptions.

2. Restrooms, garbage and utilities will be supplied by Lessor. Tenant will provide a deposit of \$200.00 for the utility box. Only paper and minimal amount of food waste is allowed in the dumpsters. Only garbage from customers is allowed to be dumped in the dumpsters – nothing from the food trucks are allowed to be dumped in the garbage dumpsters.
3. The term of this lease shall commence on _____ and shall end on _____ with such rights of termination as may be hereinafter expressly set forth.
4. The Tenant and the Lessor shall each have the right to terminate this lease at any time, by giving written notice to the other party at least sixty (60) days prior to the date when such termination shall become effective. If the Tenant fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the Tenant occupies the premises following the effective date of termination.

Tenant Initial _____

Lessor Initial _____

5. Rental payments shall be paid by the Tenant from legally available funds and subject to the California Constitution, on the **first day of each week/month** during said term as follows:

\$350.00 per week or \$1,100.00 per month subject to change with notice upon lease expiration.

6. Any late rents past the 5th day of each month shall have a 10% late fee charge and rents past 10 days the lease may be terminated by Lessor.
7. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: G&K Enterprises, LLC
1012 11th Street Suite 1000
Modesto, CA 95354
Phone No. 209-577-2449
Fax No. 209-577-2564
Email: pamela.call@reedproperties.net or greg.reed@reedproperties.net

To the Tenant: Name. _____
Address. _____
Phone No. _____
Fax No. _____
Email: _____

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT
NAME AND PREMISES ADDRESS**

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

8. Tenant agrees that in no event shall the Tenant be required to perform any maintenance on or make repairs or alterations to the leased premises of any nature whatsoever. Tenant further agrees at Tenant sole cost and expense, to remove debris from the premises that is due to Tenants business. Trash should be disposed of in the Lessor supplied garbage bins which should only be paper products with a minimum of food waste.

Tenant Initial _____

Lessor Initial _____

9. The Lessor reserves the right to enter and inspect the leased premises at reasonable times.

10. If the leased premises are totally destroyed by fire or another casualty, this lease shall terminate. If such casualty shall render ten percent (10%) or less of the leased premises unusable for the purpose intended, Lessor shall affect restoration of the premises as quickly as is reasonable possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of the leased premises unusable but not constitute total destruction, Lessor shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event at its option may terminate this lease.

11. In the event the Tenant remains in possession of the premises after the expiration of the lease term, or any extension or renewal thereof, this lease shall automatically extend on a month to month basis, subject to thirty (30) days termination by either party.

12. Upon termination or expiration of this lease, the Tenant will peacefully surrender to the Lessor the leased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which Tenant has not control or for which Lessor is responsible pursuant to this lease. The Tenant shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event Tenant elects to remove any such improvements or fixtures and such removal causes damages or injury to the leased premises, and then only to the extent of any such damage or injury.

13. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

14. Tenant shall secure commercial general liability coverage from an "A" rated, California "admitted" insurer. Minimum limits provided shall be no less than (\$2,000,000). G & K Enterprises LLC will be named as an "additional" insured.

Tenant will also provide proof of Workers Compensation coverage with statutory limits, if applicable.

Tenant Initial _____

Lessor Initial _____

15. Last Tenant on the premises each night is responsible for closing the gate.

16. First month's rent, certificate of insurance and signed agreement is required prior to this being a fully executed lease.

In witness whereof, this lease has been executed by the parties hereto as of the dates written below.

Gregory Reed, G&K Enterprises, LLC

Date

Tenant's Name

Date

Tenant Initial _____

Lessor Initial _____

Attachment #1 - Truck Spot Layout

At G Street

