



## BUSINESS DEVELOPMENT CENTER SERVICE AND LEASE AGREEMENT

North  
Or  
South  
Location

This Services and Lease Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Commence Date), between The Metro Technology Centers – Business Development Center, and \_\_\_\_\_ ("CLIENT").

### Introduction

- A. It is the purpose of **The Metro Technology Centers - Business Development Center** to foster economic development within the State of Oklahoma by supporting the formation and growth of new companies that will commercially develop business opportunities to the growth of our economy.
- B. The client has applied for, and has been, acceptance as a tenant in **The Metro Technology Centers – Business Development Center** on the basis of the suitability of the Client to take advantage of the resources and services of **The Metro Technology Centers– Business Development Center** in contributing to the fulfillment of the Center's purpose set forth above.
- C. In furtherance of such purpose, the Client wishes to obtain from **The Metro Technology Centers – Business Development Center** and **The Metro Technology Centers Business Development Center** wishes to provide to the Client, the services specified in this Agreement, on the terms and conditions set forth in this Agreement.
- D. In conjunction with the execution of this Agreement, the "CLIENT," AS "TENANT" AND **The Metro Technology Centers– Business Development Center** AS "LANDLORD" are also entering into a Lease Agreement (The "Lease and Service Agreement").

### 1.0 PROGRAMS AND SERVICES OF METRO TECHNOLOGY CENTERS – BUSINESS DEVELOPMENT CENTER

- 1.1 **The Metro Technology Centers – Business Development Center** agrees to make available to the Client the programs and services set forth in Exhibit C. The client agrees that **The Metro Technology Centers – Business Development Center** may update Exhibit C from time to time upon 10 days' written notice by providing a revised exhibit C to the client or by posting it in **The Metro Technology Centers – Business Development Center**



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- 1.2 Any charges and costs incurred in connection with the client's participation in such programs and the client's use of such services shall be at then-current rates charged to other clients of **The Metro Technology Centers– Business Development Center** and shall be payable by the client to Metro Technology Centers – Development Center within 30 days after the client's receipt of an invoice for such costs and charges from **The Metro Technology Centers – Business Development Center**. The initial rates for such programs and services are set forth in Exhibit D.
- 1.3 The CLIENT recognizes and acknowledges that the business venture to be undertaken by the CLIENT under the Lease and Service Agreement depends upon the ability of the CLIENT as an independent business, as well as other factors, such as market and economic conditions beyond the control of Metro Technology Centers – Development Center-South and the CLIENT. The CLIENT acknowledges that success or failure of the CLIENT's business enterprise will depend upon the business acumen and diligence of the CLIENT. The CLIENT agrees that success or failure of the CLIENT's business will not depend upon the programs or services provided by **The Metro Technology Centers – Business Development Center** under this Lease and Services Agreement, and that **The Metro Technology Centers – Business Development Center** makes no representations or warranties as to the success of the CLIENT's business.
- 1.4 If the CLIENT as TENANT desires to have installed in the Premises any special facilities or equipment requiring other than normal electric service for ordinary lighting and minor electric appliances such as computers, **The Metro Technology Centers – Business Development Center** will, if reasonably possible, furnish such additional special facilities or equipment provided that The CLIENT will pay **The Metro Technology Centers– Business Development Center** in advance for the cost of providing and installing any additional wiring, equipment, meters and safety devices, and the cost of any repairs, alterations, additions to, and refinishing of the Premises or Building so necessitated, and provided The CLIENT shall pay all additional utility charges incurred by use of said special facilities or equipment.

### **2.0 CLIENT RESPONSIBILITIES**

#### **2.1 FINANCIAL STATEMENTS AND EMPLOYEE REPORTS**

The CLIENT as TENANT shall provide **The Metro Technology Centers – Business Development Center** with quarterly financial statements. If requested by **The Metro Technology Centers – Business Development Center**, the CLIENT shall also provide **The Metro Technology Centers – Business Development Center** with reasonably detailed periodic data on the employees and independent contractors of the CLIENT, including the number and names of such employees and contractors, the titles and positions of such persons, and the names and positions of the CLIENT'S officers and directors (or equivalent positions)



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### **2.2 PERIODIC OBJECTIVES**

The CLIENT shall maintain written quarterly and annual objectives with respect to its growth and development, and shall provide **The Metro Technology Centers - Business Development Center** with copies of such written objectives. The CLIENT shall also provide to **The Metro Technology Centers – Business Development Center** quarterly and annual reports on the client’s growth and development, in such form and including such data as may reasonably be requested by **The Metro Technology Centers– Business Development Center**.

### **2.3 REGULAR MEETINGS**

The CLIENT shall hold regular periodic meetings with **The Metro Technology Centers– Business Development Center** professional staff. The CLIENT acknowledges that as part of the programs and services provided to it by **The Metro Technology Centers - Business Development Center** under this Agreement, the CLIENT shall receive advice and counsel from such **The Metro Technology Centers– Business Development Center** professional staff, or such other person or persons as the Director of **The Metro Technology Centers – Business Development Center** may designate. The CLIENT shall hold such meetings at least once every month during the term of this Agreement.

### **2.4 BOARD MEETINGS**

The CLIENT shall provide **The Metro Technology Centers – Business Development Center** with written notice of all regular and special meetings of the CLIENT’s board of directors and board of advisors, or equivalent governing or advisory bodies (a “Board”) and shall allow **The Metro Technology Centers– Business Development Center** representative to attend such meetings. Although a **Metro Technology Centers– Business Development Center** representative may offer guidance or advice to a Board, no officer, director, member, employee, agent, or representative of **The Metro Technology Centers– Business Development Center** shall be deemed to be a member of the CLIENT’s Board. Any **Metro Technology Centers Business Development Center** representative attending a meeting of the client’s Board shall attend without a vote, without compensation, and without fiduciary or legal responsibility to the CLIENT, its shareholders, members, partners, directors, managers, officers or employees. The CLIENT shall indemnify **The Metro Technology Centers – Business Development Center** and its representatives attending such Board meetings against all costs and liabilities to the same extent as the CLIENT so indemnifies its own directors, managers, partners and officers.



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### **2.5 HOURS OF OPERATIONS**

The client shall operate their business with a minimum of 40 hours per week during the normal hours of operation of **The Metro Technology Centers – Business Development Center**.

### **2.6 RECEIPT OF MAIL OR DELIVERIES**

CLIENTS are required to use a local PO Box or other means of mail receipt. Deliveries may be received at the 1700 Springlake address.

### **3.0 CONFIDENTIALITY**

**3.1 The Metro Technology Centers – Business Development Center**, (on behalf of its employees, officers, directors and advisors) agrees that it shall not disclose to any individual, firm, corporation, partnership or other business entity, or use for its own financial gain or benefit, any information relating to the CLIENT's business provided to **The Metro Technology Centers – Business Development Center** by the CLIENT in connection with the CLIENT's participation in , or use of, the programs and services provided under this Agreement, whether such information was provided to **The Metro Technology Centers - Business Development Center** before or during the Term of this Agreement. To the extent that CLIENT wishes to disclose to **The Metro Technology Centers – Business Development Center** business sensitive information which the CLIENT believes for competitive reasons should not be disclosed to particular **The Metro Technology Centers– Business Development Center** advisors, the CLIENT shall in advance of such disclosure identify the information and any director or advisor who should be screened from such information. The parties shall mutually agree on procedures to protect such information.

**3.2** The provisions of Section 3.1 shall not apply to information that:

(a) Is generally known to the public through non fault of **The Metro Technology Centers– Business Development Center**; or

(b) Was disclosed to **The Metro Technology Centers – Business Development Center** by a party having legitimate possession of such information and the right to make such disclosure to **The Metro Technology Centers – Business Development Center** of any confidentiality obligation; or

(c) Was in the legitimate possession of **The Metro Technology Centers – The Metro Business Development Center** prior to the disclosure of such information to **The Metro Technology Centers - Business Development Center** by the



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CLIENT; or

(d) Was independently developed by **The Metro Technology Centers – Business Development Center** without the use of confidential information obtained from the CLIENT; or

(e) Is required to be disclosed by applicable law or legal process, provided that **The Metro Technology Centers– Business Development Center** promptly notifies the CLIENT of such request so that the Client may resist such disclosure or seek an appropriate protective order.

**3.3** The CLIENT agrees that it shall not disclose to any individual, firm, corporation partnership or other entity, or use for its own financial gain or benefit, any information relating to the business of any other tenant of **The Metro Technology Centers - Business Development Center** obtained by the CLIENT in connection with the CLIENT's participation in, or use, the programs and services provided under this Agreement.

**3.4** The provisions of Section 3.3 shall not apply to information that:

(a) Is generally known to the public through no fault of the CLIENT; or

(b) Was disclosed to the CLIENT by a party having legitimate possession of such information and the right to make such disclosure to the CLIENT free of any confidentiality; or

(c) Was in the legitimate possession of the CLIENT prior to being disclosed to the CLIENT's participation in, or use of, the programs and services provided under this Agreement and the Leased Premises under the Lease Agreement; or

(d) Was independently developed by the CLIENT without the use of such, confidential information obtained from the CLIENT; or

(e) Is required to be disclosed by applicable law or legal process, provided that the CLIENT promptly notifies **The Metro Technology Centers – Business Development Center** of such request so that **The Metro Technology Centers – Business Development Center** may resist such disclosure or seek an appropriate protective order.

**3.5** The obligations under Paragraph 3 shall continue for a period of five years following any



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termination of this Agreement.

### 4.0 INDEMNIFICATION

4.1 The CLIENT agrees to defend, indemnify and hold harmless **The Metro Technology Centers – Business Development Center**, its members, directors, employees, agents, representatives and contractors, from all costs, expenses (including attorney’s fees), liabilities, obligations, damages and claims (including any claims for injury to the person or property of any other tenant of the building and claims by any governmental authority) arising, directly or indirectly, from the negligence, misconduct or breach of any provision of this Agreement by the CLIENT or any other person participating in or using **The Metro Technology Centers – Business Development Center** programs or services by the express or implied invitation of the CLIENT.

4.2 **The Metro Technology Centers – Business Development Center** agrees to defend, indemnify and hold harmless the CLIENT, its members, directors, officers, employees, agents, representatives and contractors, from all costs, expenses (including attorney’s fees), liabilities, obligations, damages and claims (including any claims for injury to the person or property of any other tenant of the building and claims by any governmental authority) arising, directly or indirectly, from the negligence, misconduct or breach of any provision of this Agreement by **The Metro Technology Centers - Business Development Center** or any person acting in the capacity of a **The Metro Technology Centers– Business Development Center** director, officer, employee, agent, representative or contractor.

### 5.0 TERM AND TERMINATION

The “Term” of this Agreement shall remain in affect beginning on the on \_\_\_\_\_(Commencement Date) and ending on\_\_\_\_\_, (Termination Date) provided that (i) THE CLIENT has not achieved any of the “Benchmarks for Graduation” from the Program set forth below, and (ii) THE CLIENT is not in default under this Lease and Service Agreement, and (iii) CLIENT has given **The Metro Technology Centers – Business Development Center** ninety (90) days prior



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written notice of its election to either terminate this Lease and Service Agreement for extension periods (such periods are respectively referred to herein as “First Extension Period” and the “Second Extension Period”). Any extensions beyond these periods will be negotiated at the discretion of **The Metro Technology Centers – Business Development Center**. (iv) Any unauthorized use; (v) Illegal or immoral activity by any CLIENT’s employees, affiliates, or agents.

### 6.0 GENERAL LEASE PROVISIONS

#### 6.1 RENT

The CLIENT shall pay monthly rent to **The Metro Technology Centers – Business Development Center** in accordance with the following rent schedule.

LEASE TERM.....	One Year, from _____ to _____
TOTAL RENT PER MONTH.....	\$150.00
TOTAL RENT FIRST YEAR.....	\$1,800.00

(A) Rent due shall be payable in advance on or before the fifth (5<sup>th</sup>) day of each month during the lease term the following address:

**The Metro Technology Centers – Business Development Center- North located at 1700 Springlake Dr., OKC OK 73111 or –South located at 309 S.W. 59<sup>th</sup>, Suite #302. Oklahoma City, Oklahoma 73109**

All rent checks shall be made payable to **The Metro Technology Centers Business Development Center**. The CLIENT agrees that a service and bookkeeping charge equal to eight percent (8%) of the monthly rental payment shall become due and payable each and every month, in the event that the rent has not been received in the office of **The Metro Technology Centers – Business Development Center** by the TENTH (10<sup>th</sup>) day of the month. The tenant understands that an additional daily charge of \$15.00 per day will apply for each and everyday the rent is overdue.

(B) If the term commences other than on the first day of a calendar month, the CLIENT shall pay pro-rata rent, in advance, for the period from such commencement date to the first day of the next following calendar month. Rent for such period shall be determined by multiplying the monthly rent under the preceding paragraph by a fraction, the numerator shall be the number of days in such period, the denominator of which shall be the number of days in such calendar month. The CLIENT shall also



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pay rent as otherwise provided in this Lease.

- (C) In addition to the above monthly rent, the CLIENT shall pay to **The Metro Technology Centers – Business Development Center** the sums set forth in the Client Guidelines for any receptionist, telephone, photocopy, mail, etc., services, if any, used by the client in the operation of its business at the Premises. With the exception of the minimum plan for receptionist charges, no such charge shall be due unless the CLIENT elects to use the services offered by **The Metro Technology Centers – Business Development Center** as listed in the CLIENT Guidelines. Failure by the CLIENT to pay for any services used by the CLIENT shall constitute an Event of Default, and shall entitle **The Metro Technology Centers – Business Development Center** to exercise all rights and remedies provided to it hereunder.

### 6.2 GRADUATION BENCHMARKS

The CLIENT acknowledges that upon its achievement of any one or more of the following “Benchmarks for Graduation,” The CLIENT shall become a candidate for graduation and shall be reviewed for eligibility to obtain further extensions of this Lease and Service Agreement. The review shall be conducted not less than (30) days prior to the expiration of the lease term or any extension hereof:

Benchmarks for Graduation from the Program:

- (a) The CLIENT has employed four (4) or more employees to work at the Premises; or
- (b) The CLIENT’S need for rentable area equals or exceeds 240 square feet; or
- (c) The CLIENT, if a corporation, makes a public offering of its stock; or
- (d) Sixty percent (60%) or more of the CLIENT’S revenues are derived from consulting by the CLIENT; or
- (e) The expiration of three (3) years from the date hereof.
- (f) The CLIENT provides a quarterly report to inform the growth of his/her company during the incubation period and up to five years after the graduation from the incubators.

The CLIENT agrees to report to **The Metro Technology Centers – Business Development Center**, on a semi-annual basis, of its progress toward the achievement of the above benchmarks.

### 6.3 GOOD ORDER AND REPAIR

The CLIENT agrees to take good care, as determined by **The Metro Technology Centers – Business Development Center** of the Premises and not to allow or commit any waste with respect to the Premises or Building. Upon termination of this Agreement, by lapse of time or otherwise, The CLIENT will surrender the Premises to **The Metro Technology**



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**Centers - Business Development Center** in as good condition as at the date of initial possession by the CLIENT. Any damage to the Premises or Building resulting from acts or neglect of the CLIENT or the CLIENT's agents, Employees, patrons, or invitees, shall be repaired or replaced at the CLIENT's expense. The Premises shall not be altered, changed, nor any additions or improvements made, without the prior written consent of **The Metro Technology Centers– Business Development Center** and unless otherwise provided in writing, all work shall be done by or under the direction of **The Metro Technology Centers– Business Development Center** at the CLIENT's expense, and any alterations, physical additions or improvements, except movable office furniture, shall at once become the property of **The Metro Technology Centers - Business Development Center** upon termination of this Agreement.

### **6.4 COMPLIANCE**

The CLIENT agrees to maintain the Premises in a clean, orderly, and healthful condition and to comply with all laws, ordinances, rules, and regulations of all governmental agencies having jurisdiction over the Premises. The CLIENT will not use, occupy, or permit the use or occupancy of the Premises for any unlawful, disreputable, or hazardous purpose, maintain or permit the maintenance of any public or private nuisance, or do or permit any act or thing that may disturb the quiet enjoyment of any other tenant of the Building or its contents.

### **6.5 RIGHT OF ENTRY**

The CLIENT agrees that **The Metro Technology Centers – Business Development Center** representatives shall have the right to enter all parts of the Premises at all reasonable hours to inspect, test, clean, make repairs, alterations, and additions to the Building or the Premises that it may deem necessary or desirable or to provide any service which it is obligated to furnish tenants of the Building; provided, however, that this paragraph shall be inoperative in the event that any federal or state law or regulation prohibits public access to the Premises without security clearance from such federal or state agencies.

### **6.6 SURRENDER OF PREMISES**

At the expiration of the tenancy hereby created, the CLIENT shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted, and shall surrender all keys for the Premises to **The Metro Technology Centers– Business Development Center** at the place then fixed for the payment of rent and shall inform **The Metro Technology Centers – Business Development Center** of all combinations on locks, safes, and vaults, if any, in the Premises. The CLIENT shall remove all its trade fixtures and any alterations or



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improvements which **The Metro Technology Centers – Business Development Center** requests to be removed before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. The CLIENT's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Agreement.

### **6.7 SURRENDER OF PREMISES**

**The Metro Technology Centers– Business Development Center** shall not be liable to the CLIENT for any loss or damage to any person or property, including the person and property of the CLIENT occasioned by theft, the acts of any co-tenant, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, picketing, mob action, bombing, explosion, war, court order, latent defects, requisition or order of governmental authority, the construction, repair, maintenance or alteration of any part of the Premises or Building as a whole; all personal and business property in the Leased Premises shall be and remain at the CLIENT's personal risk, and **The Metro Technology Centers – Business Development Center** shall not be liable for any damages to nor loss of such personal or business property arising from acts of negligence of any other persons; nor from the leaking of the roof, nor from the bursting, leaking, or overflowing of water, sewer, or steam pipes, nor from the heating or plumbing fixtures; nor from electric wires for fixtures; nor from any other cause whatsoever.

### **6.8 OCCUPANCY OF PREMISES**

#### **1. Premises Rendered Wholly Unfit for Occupancy**

In the event the Premises shall be destroyed or so damaged by fire, explosion, earthquake, or any other cause so as to become wholly unfit for occupancy, then **The Metro Technology Centers – Business Development Center** may, if it so elects, rebuild and put the Premises in good condition and fit for occupancy within a reasonable time after such Premises have become wholly unfit for occupancy, or it may give notice in writing to the CLIENT terminating this Agreement. If **The Metro Technology Centers – Business Development Center** elects to repair or rebuild the Premises, it shall give the CLIENT notice thereof within thirty (30) days after such injury or damage of its intention to repair or rebuild, and then **The Metro Technology Centers – Business Development Center** shall proceed with reasonable speed to repair or rebuild the Premises. The CLIENT shall not be obligated to pay any rent from the time that such Premises were rendered wholly unfit for occupancy until such Premises are again fit and ready occupancy.

#### **2. Premises Rendered Partially Unfit for Occupancy**

In the event the Premises shall be destroyed or so damaged by fire, explosion, earthquake, or any other cause so as to become partially unfit for occupancy, **The Metro**



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**Technology Centers – Business Development Center** shall forthwith cause the same to be repaired as soon as is reasonably possible and, only while such damage is being repaired, the CLIENT shall be entitled to a proportionate abatement of the monthly rent.

### **3. Building Rendered Totally or Partially Unfit for Occupancy**

In the event that the Building in which the Premises are situated is destroyed or damaged from any cause to the extent is (**The Metro Technology Centers– Business Development Center** sole judgment) of one-third or more of the replacement cost of such Building, **The Metro Technology Centers – Business Development Center** shall have an option to terminate this Agreement, whether the Premises be damaged or not; such option to be exercised within (30) days after such occurrence of the damage of the Building. Anything in this Agreement to the contrary notwithstanding, a total or substantially total destruction of the Building shall terminate this Agreement.

### **4. General**

**The Metro Technology Centers– Business Development Center** shall not be liable or responsible to the CLIENT for any inconvenience or loss due to making repairs or reconstruction as aforesaid nor for any delays in repairing or rebuilding due to strikes, acts of God, governmental regulations, or any other causes beyond its control. Nothing herein shall be deemed to waive or relieve the CLIENT from any liability for any loss or damage to **The Metro Technology Centers– Business Development Center** or **The Metro Technology Centers– Business Development Center**' property due to negligence or willful acts of the CLIENT, its agents, servants, employees, or invitees.

## **6.9 HOLDING OVER**

If the CLIENT continues to occupy the Leased Premises after the expiration or other termination of the Lease Term, such holding over will, unless otherwise agreed by **The Metro Technology Centers– Business Development Center** in writing, constitute a tenancy at will at a daily rental equal to one-thirtieth (1/30<sup>th</sup>) of an amount of equal to twice the amount of the rent payable during the last month prior to the termination of this Agreement subject to all of the other provisions set forth herein.

## **6.10 DEFAULT PROVISIONS**

(A) The happenings of any one or more of the following events shall constitute a default: (i) the CLIENT'S failure to pay any one or more said installments of rent when the same becomes due; (ii) at **The Metro Technology Centers– Business Development Center** option, the CLIENT'S failure to pay the rent due within ten (10) days of the due date for two consecutive months; (iii) the CLIENT's filing of a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto by or against the CLIENT, or the CLIENT being adjudged a bankrupt; (iv) the CLIENT'S making an



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assignment for the benefit of creditors; (v) the appointment of a receiver of the CLIENT'S property; (vi) the CLIENT's vacation of the Premises or abandonment of the possession thereof, or use of the same for purposes other than that for which the same are hereby let, or failure to use the Premises for the purposes herein specified; or (vii) the CLIENT'S violation of any of other terms, conditions or covenants on the part of the CLIENT herein contained.

**(B)** Upon the happening of any of the above defaults, **The Metro Technology Centers Business Development Center** may, as **The Metro Technology Centers– Business Development Center** deems Appropriate: (i) annual and terminate this Agreement, and thereupon re-enter and take possession of the Premises.

**(C)** Upon default, or upon the termination of this Agreement, the rents hereunder for the remainder of the entire rental period, and all other indebtedness, if any, payable under the provisions hereof, shall be and become immediately due and payable at the option of **The Metro Technology Center**. No default on account of payment for rent shall occur until such rent is ten (10) days in arrears, and no default for other cause shall occur until the expiration of a period of thirty (30) days after written notice to the CLIENT of any breach of any other covenant hereof without correction of such breach.

**(D)** In the event of employment of an attorney by **The Metro Technology Centers– Business Development Center** for collection of any amount due hereunder or for the institution of any suit for possession of the Premises, or for advice or services incident to the breach of any other covenant of this Agreement by the CLIENT or on account of bankruptcy proceedings by or against the CLIENT, or the leasehold interest of the CLIENT, the CLIENT agrees to pay and shall be taxed with a reasonable attorney's fee which shall be a part of the debt evidenced and secured by this Lease. In order further to secure the prompt payment of said rents when the same mature, and the faithful performance by the CLIENT of all and singular the terms, conditions, and covenants on the part of the CLIENT herein contained and all damages and costs that **The Metro Technology Centers – Business Development Center** may sustain by reason of the violation of said terms, conditions, and covenants, or any of them, the CLIENT does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Oklahoma.

### **6.11 SECURITY DEPOSIT**

**The Metro Technology Centers – Business Development Center** and the CLIENT agree that the CLIENT will deposit with **The Metro Technology Centers– Business Development Center** the sum of **\$550.00** on the Commencement Date, as security for the payment of rent and any and all other sums of money for which the CLIENT shall or may



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become liable to **The Metro Technology Centers – Business Development Center** under this Agreement, and for the faithful performance by the CLIENT of all other covenants under this Agreement. The foregoing deposits shall be returned to the CLIENT after the termination of this Agreement, provided the CLIENT shall have made all such payments and performed all such covenants and agreements. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of **The Metro Technology Centers – Business Development Center** against the CLIENT under the provisions of this Agreement.

### **6.12 SIGNS**

The CLIENT agrees not to install or paint any signs, name plates, symbols, pictures, or any other paintings or hangings within or outside the Premises of the Building without the prior written consent of **The Metro Technology Centers – Business Development Center**.

### **6.13 PARKING PROVISIONS**

- (A) All parking facilities provided by **The Metro Technology Centers – Business Development Center** shall be under the control of **The Metro Technology Centers – Business Development Center**, and the CLIENT agrees that the CLIENT, its agents, employees, and invitees shall conform to such written parking regulations, conditions, and provisions as may be from time to time prescribed by **The Metro Technology Centers – Business Development Center**.
- (B) Parking area is not to be used by the CLIENT at any time as a storage area for any merchandise, goods, equipment, or any other item.
- (C) The CLIENT shall not make any use of the Premises which will in any manner overburden the parking which is available to the Building in which the Premises are located.
- (D) **The Metro Technology Centers– Business Development Center** reserves the right to decrease or otherwise alter, in any manner which **The Metro Technology Centers– Business Development Center** deems appropriate, the parking areas at any time without notice to the CLIENT.

### **6.14 PURPOSE**

The CLIENT'S operation in this location is for the purpose of to conduct business in an ethical, professional and trust worthy way with the aim of providing themselves with opportunities for commercial growth.



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The TENANT shall use said Premises for no other purpose.

### 6.15 ENTIRE CONTRACT

This Agreement constitutes the entire contract between the parties hereto with respect to the Premises and this Agreement covers, merges, and includes all agreements, oral or written, between the parties hereto and made in connection herewith, whether the same be made prior to, or contemporaneously with the execution of this Agreement cannot be modified or changed by any verbal statement, promise, or agreement by whomsoever made, and no modification, change, or amendment shall be binding on the parties unless it shall have been agreed to in writing. No surrender of the Demised Premises or of the remainder of the Term under this Agreement shall be valid unless accepted by **The Metro Technology Centers– Business Development Center** in writing.

### 6.16 LEGAL EFFECT

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

### 6.17 BINDING EFFECT

This Agreement and all covenants, obligations, and conditions hereof shall inure to the benefit of and shall be binding upon **The Metro Technology Centers – Business Development Center**. This Agreement and all its covenants, obligations, and conditions also shall inure to the benefit of and be binding upon the CLIENT's heirs, executors, administrators, successors, and assigns, except that the CLIENT shall have no right to assign or sublet the leased Premises or any part thereof without the prior written consent of **The Metro Technology Centers– Business Development Center**.

### 6.18 IMPROVEMENTS

Upon the CLIENT's reasonable request, **The Metro Technology Centers – Business Development Center** will install in the Premises, at the CLIENT's cost and expense, additional divisional partitioning with wall, ceiling, and floor surface treatments and finishes, electrical and telephone outlets and other facilities, or will remove or replace existing walls or partitions. Any and all other alterations, changes, additions, and improvements, if consented to by **The Metro Technology Centers – Business Development Center**, including, but not limited to:

- (1) all partitioning or shelving required by the CLIENT, other than **The Metro Technology Centers – Business Development Center**' standard partitioning



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- and shelving, or
- (2) any special decorative millwork treatment, or
  - (3) any special floor coverings, or
  - (4) any special decorative paint or other wall or surface treatments, or
  - (5) any private laboratory, private shower or private plumbing and fixtures, or
  - (6) any abnormal quantity of electrical or telephone outlets

shall be made by **The Metro Technology Centers – Business Development Center** at the CLIENT's cost and expense and the same shall immediately be and become part of the realty without any payment by **The Metro Technology Centers – Business Development Center**. Upon completion of such work, the CLIENT shall immediately pay **The Metro Technology Centers – Business Development Center** the full amount of such charges.

### **6.19 FULL PAYMENT**

No payment by the CLIENT or receipt by **The Metro Technology Centers – Business Development Center** of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and **The Metro Technology Centers – Business Development Center** may accept such check or payment without prejudice to **The Metro Technology Centers – Business Development Center** right to recover the balance of such rent or pursue any other remedy Provided in this Agreement.

### **6.20 MUTUAL AGREEMENT**

It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of **The Metro Technology Centers – Business Development Center** and the CLIENT, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties. It is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify, or revoke or rescind this Lease or any covenant herein contained in writing and at any time.

### **6.21 EXPIRATION OF LEASE**

During the period of six (6) months prior to the expiration of this Agreement or any renewal thereof, **The Metro Technology Centers – Business Development Center** shall have the right to show the Premises and all parts to prospective entrepreneurs between the hours of 8:00 a.m. and 5:00 p.m. on any day.



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### **6.22 INSURANCE**

The CLIENT will maintain at the CLIENT's expense throughout the Agreement Term, a policy or policies of insurance insuring the CLIENT and **The Metro Technology Centers – Business Development Center** against:

- (a) loss or damage by fire, explosion, or other casualty covering the CLIENT's property located in the leased Premises for the full insurable value thereof; and
- (b) all liability for injury to or death of any person occasioned by or arising out of or in connection with the occupancy of the leased Premises. The limits of such policy or policies shall be in an amount not less than \$1,000,000. The CLIENT will furnish evidence satisfactory to **The Metro Technology Centers – Business Development Center** of the maintenance of such insurance and will obtain a written obligation on the part of each insurance company to notify **The Metro Technology Centers – Business Development Center** at least ten (10) days prior to cancellation of such insurance. The CLIENT hereby waives any cause of action that the CLIENT might now or hereafter have against **The Metro Technology Centers – Business Development Center** on account of any loss or damage that insured against under any insurance policy that names the CLIENT as an additional insured.

### **6.23 LIABILITY FOR LOSSES**

Neither **The Metro Technology Centers– Business Development Center** nor The CLIENT shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees, or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of loss.

### **6.24 COMPLIANCE WITH AUTHORITIES**

The CLIENT shall promptly comply with all statutes, ordinances, roles, orders, regulations, and requirements of the federal, state, county, and city governments, and of any and all of their departments and bureaus, applicable to said Premises and shall also promptly comply with all roles, orders, and regulations of the Fire Underwriter's Association for the Prevention of Fires at the CLIENT'S own cost and expense. The CLIENT agrees to pay any increases in the amount of insurance premiums over and above the rate now in force that may be caused by the CLIENT'S use or occupancy of the Premises. Said payments shall be in addition to any amounts due **Metro Technology Centers - Business Development Center**.

The CLIENT understands that **The Metro Technology Centers– Business Development**



## **BUSINESS DEVELOPMENT CENTER SERVICE AND LEASE AGREEMENT**

**Center** and **The Metro Technology Centers – Business Development Center** property is subject to the Americans with Disabilities Act (ADA). THE CLIENT specifically agrees to comply with, and to pay all costs of compliance with, laws, regulations and any ordinances that may apply to the CLIENT's business or locations, including, but not limited to, the ADA requirements as it may relate to the Premises. The CLIENT will hold harmless and protect **The Metro Technology Centers – Business Development Center** in the event the CLIENT is found to be in violation of its obligation to comply with **The Metro Technology Centers– Business Development Center**.

### **6.25 ATTORNEY'S FEES**

The CLIENT agrees to pay all attorneys' fees, court costs, and expenses that **The Metro Technology Centers– Business Development Center** incurs in enforcing any obligations of the CLIENT under this Agreement, or in any litigation or negotiation in which **The Metro Technology Centers– Business Development Center** shall become involved through or on account of the Agreement.

### **6.26 HOLD HARMLESS**

The CLIENT shall be liable for and shall hold **The Metro Technology Centers – Business Development Center** harmless in respect of damage or injury to the leased Premises, or the person or property of the CLIENT, or the person or property of **The Metro Technology Centers – Business Development Center**' other tenants, or anyone else, if due to the act or neglect of The CLIENT or anyone in his control or employ. The CLIENT shall at once report in writing to **The Metro Technology Centers – Business Development Center** any defective condition known to him who **The Metro Technology Centers – Business Development Center** is required to repair and failure to so report shall make The CLIENT responsible for damages resulting from such defective conditions. All personal property upon the Premises shall be at the risk of the CLIENT only, **The Metro Technology Centers – Business Development Center** shall not be liable for any damage thereto or theft thereof.

### **6.27 RULES AND REGULATIONS**

The present rules and regulations in regard to the Building are attached hereto and made a part hereof as though fully set out herein. **The Metro Technology Centers – Business Development Center** reserves the right to change these rules and regulations. Notice of changes in the rules and regulations shall be given to the CLIENT in written form. The CLIENT shall faithfully observe and perform such rules and regulations, as modified or supplemented from time to time by **The Metro Technology Centers – Business Development Center** and the CLIENT shall further be responsible for the compliance with such rules and regulations by the CLIENT's employees, its invitees, agents, servants, or visitors.



## **BUSINESS DEVELOPMENT CENTER SERVICE AND LEASE AGREEMENT**

### **6.28 TIME**

With respect to all obligations of the CLIENT as set forth in this Agreement, time is of the essence.

### **6.29 STORAGE OF HAZARDOUS MATERIAL**

Storage of hazardous material is strictly prohibited in all areas within **The Metro Technology Centers – Business Development Center.**

### **6.30 SMOKING POLICY**

Smoking is strictly prohibited in all areas within **The Metro Technology Centers- Business Development Center.** Smoking is allowed only in designated smoking areas assigned by **The Metro Technology Centers – Business Development Center.**

### **6.31 TENANT GUIDELINES**

The tenants understand that **The Metro Technology Centers – Business Development Center** is a part of the Metro Technology Centers School's district; therefore he/she must follow all the school district regulations.

THE TENANT has read **The Metro Technology Centers- Business Development Center TENANT GUIDELINES** and agrees to abide by all rules and regulations of **The Metro Technology Centers – Business Development Center** program.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the TENANT and **The Metro Technology Centers- Business Development Center** have hereunto set their hands and seals in duplicate, as set forth below, on the day and year first above written.

**The Metro Technology Centers - Business Development Center**

BY \_\_\_\_\_



## BUSINESS DEVELOPMENT CENTER SERVICE AND LEASE AGREEMENT

TITLE \_\_\_\_\_ Date \_\_\_\_\_

**CLIENT:**

BY \_\_\_\_\_

TITLE \_\_\_\_\_ Date \_\_\_\_\_

### Disclaimer

Turning in your application and the required paperwork does not guarantee that you will be selected as a tenant.

Metro Tech will not discriminate on the basis of race, color, national origin, sex/gender, age, marital or veteran status, religion, pregnancy, or qualified disability in recruitment, hiring, placement, assignment to work tasks, hours of employment, levels of responsibility, and pay.

### Amendments (10/29/2010)

A. No person shall be allowed to maintain a residence at MTC\_BDC.

B. No pets are allowed on the Premises at any time.

**Tenant death.** The tenant shall:

1. Provide MTC\_BDC with the name, address, and telephone number of a person to contact in the event of the tenant's death; and

2. Sign a statement authorizing MTC\_BDC in the event of the tenant's death to:

a. grant to the person designated access to the premises at a reasonable time and in the presence of MTC\_BDC or MTC\_BDC' agent,

b. allow the person designated to remove any of the tenant's property found at the leased premises, and

c. refund the tenant's security deposit, less lawful deductions, to the person designated