

**COMMERCIAL LEASE AMENDMENT**

Amendment to Lease Agreement made March 1, 2018 by and between Emma Louise Campbell O'Neill (lessee) and Beverly and Frank Ortega/Dial Property, LLC (lessor).

**Item 2: USE OF LEASED PREMISE:**

The Lessor is leasing the Premise, 23 Cottage Street, 1<sup>st</sup>. Floor, Bayonne, NJ 07002 for the following additional use and purpose:

- 1: Commercial Art Gallery Space, Dollhaus II  
Liability Insurance must be in force for the duration of the lease.  
Liability Limits must be \$1,000,000/2,000,000.

*Dial Property*

# COMMERCIAL LEASE AGREEMENT

This Lease Agreement made the 1st day of March, 2018, by and between Emma Louise Campbell O'Neill [lessee], and Beverly & Frank Ortega/ Dial Property, LLC [lessor], referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following: First Floor/ 23 Cottage Street, Bayonne, NJ. Square feet (SF) approximately 1,125.

Additional Description: Use of bathroom included in leased premise.

Hereinafter known as the "Premises".

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Studio Space *Commercial Art Gallery Space*  
Painting with Acrylics and Printmaking *Doll Hous II*

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of 5 years commencing on the 1st day of March, 2018 and expiring at Midnight on the 28th day of February, 2023.

4. **BASE RENT:** The monthly payment shall be \$675.00, for the first year (2018-2019), with a 3% increase for each consecutive year. The first payment is due upon the commencement of the Lease, and each monthly installment is payable thereafter on the 1<sup>st</sup> day of each month. Rent for each consecutive year as follows:

March 1, 2018 – February 28, 2019	\$675.00
March 1, 2019 – February 28, 2020	\$695.00
March 1, 2020 – February 28, 2021	\$715.00
March 1, 2021 – February 28, 2022	\$736.00
March 1, 2022 – February 28, 2023	\$758.00

5. **SECURITY DEPOSIT:** Deposit of \$675.00 received February 16, 2018.

6. **LATE PAYMENT:** A late payment fee of \$50.00 will be charged after the 5<sup>th</sup> of each month.

7. **RETURNED CHECK FEE:** A fee of \$125.00 will be charged for each returned item.

**8. OPTION TO RENEW:**

Lessee may have the right to renew the Lease with a total of 1 renewal period(s) with each term being 3 – 5 year(s) which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of the Lease or renewal period.

Rent for each option period shall: - Increase by evaluation of property tax and increase in water and sewer costs

**9. EXPENSES:** This Lease is Modified Gross,

**MODIFIED GROSS.** Tenant's Initials \_\_\_\_\_ Landlord's Initials \_\_\_\_\_

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Lessee shall be obligated to pay the following monthly expenses: PSE&G: Gas and Electric  
Cable, Internet (when and if tenant chooses)

Lessor shall pay the following monthly expenses: ~~Water, Sewer, Property Tax, Garbage Collection~~

**10. LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment.

Lessee accepts the premise in, as is condition. Heating and air conditioning of the premise and the mechanical fixtures to heat and cool the premise are not included within the lease. These improvements may be made with the authorization and consent of Lessor.

Lessor must approve improvements to any plumbing fixtures or addition of any plumbing fixtures.

Tenant may make alterations and improvements to the premise after obtaining Landlord's written consent.

11. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessee, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, removal of garbage, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event of any water leaks or major repair, Lessee must notify Lessor immediately.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises.

12. **INSURANCE:** It is the responsibility of Lessee to obtain insurance. (Content, Liability,) In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon

Gallery  
V. 5/11  
and maintain  
liability for  
and rent  
It is adv  
that Lessee  
obtain  
insurance  
Lessor is  
responsible  
for Tenant's  
insurance  
whether  
or not

\* Permits +  
Registration of  
must

demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**13. SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

**14. DAMAGE TO LEASED PREMISES:** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

**15. DEFAULT AND POSSESSION:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than 15 days after due date shall accrue an additional payment penalty: *tenant will be considered in breach of the Lease Agreement*

- Late fee of an additional \$20.00 dollars per day until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

16. **INDEMNIFICATION:** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

17. **BANKRUPTCY - INSOLVENCY:** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

18. **SUBORDINATION AND ATTORNMENT:** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default

proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

**19. MISCELLANEOUS TERMS:**

- I. **Usage by Lessee:** Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- II. **Signs:** Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the City of Bayonne, Hudson County, NJ [Municipality]. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. **Pets:** Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. **Condition of Premises/Inspection by Lessee:** The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will

take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

- V. **Right of Entry:** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building, with 24 hour notice to the Lessee.
- VI. Tenant shall not burn candles in said premise. In the event tenant requires the use of an extension cord, one that is UL approved heavy duty with a surge protector may be used.
- VII. Garbage is not to be stored within premise. Regular garbage pick up is Monday morning and Friday morning. Trash may be put out after 4:00pm the day prior. Recyclable garbage pickup is Thursday morning. Please separate paper and plastic.

20. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

21. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

22. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of New Jersey.

23. **NOTICES:** Payments and notices shall be addressed to the following:

Lessor: Beverly Ortega; 19-21 North Street, Bayonne, NJ 07002

Lessee: Emma Louise F Campbell O'Neill; 326 Montgomery St, Jersey City, NJ  
07302

24. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

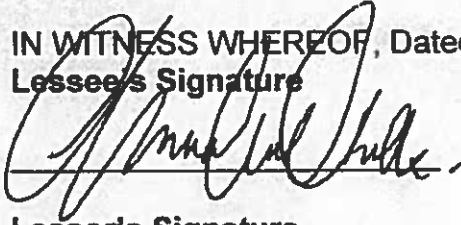


25. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, Dated: May 17, 2019

Lessee's Signature

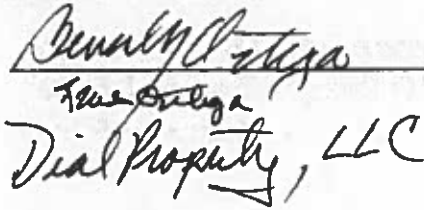
Printed Name



Emma Louise Campbell O'Neill

Lessor's Signature

Printed Name



*Beverly Ortega*  
*Frank Ortega*  
*Dial Property, LLC*

Beverly and Frank Ortega

