

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), made and entered into as of the **th** day of **2025**, by and between VALPARAISO UNIVERSITY ("Landlord"), and COMPANY X a for-profit corporation in (State), d/b/a Company X ("Tenant").

**WITNESSETH
THAT:**

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, approximately ___ square feet of space located on the first floor of the building commonly known as _____, at _____ (address), Valparaiso, Indiana (the "Building"), as depicted on Exhibit A attached hereto and incorporated herein (the "Premises"), together with a non-exclusive right, in common with others, to use the following (collectively, the "Common Areas"): the areas of the Building and the underlying land and improvements thereto, including, without limitation, driveways, parking areas and sidewalks, that are designed for use in common by all tenants of the Building and their respective employees, agents, contractors, representatives, customers, guests, invitees and others. The Building will remain open during regular business hours and Landlord agrees to provide access cards to Tenant for after-hour access to the Premises.

2. **Equipment.** Landlord will provide Tenant access to the following university-owned equipment: a) _____, b) _____ c) _____ d) _____ e) _____ f) _____ g) _____ and h) _____. Tenant will not bring any equipment to the premise until a request is submitted and approved.

3. **Use.** Tenant shall use the Premises as office and laboratory space to advance bioscience and pharmaceutical knowledge, provide interdisciplinary learning opportunities, and benefit the community through innovative research.

4. **Term; Termination Right.** The term of this Lease commences on **June 1, 2025**, and expires on **December 31, 2026** (the "**Term**"). Notwithstanding anything contained herein to the contrary, each of Landlord and Tenant have the right to terminate this Lease upon thirty (30) days' prior written notice to the other party.

5. **Rent.** Rent will be managed through this process

6. **Alterations; Signage; Maintenance; Mechanics Liens.** Tenant may not change, alter, improve, repair or replace the improvements constructed upon the Premises without the prior written approval of Landlord. Tenant shall have the right to add signage to exterior monument and interior wall of the Premises, subject to Landlord facilitating installation of such signage. Tenant shall, at its expense, keep the Premises and all improvements located thereon in good condition and repair and in a clean and slightly condition, reasonable use and wear excepted, and shall not cause or permit any nuisance or waste, nor allow any trash to accumulate on the Premises. Tenant shall comply with all laws, statutes, ordinances and regulations of all governmental authorities having jurisdiction over the Premises and the improvements thereon. Risk of loss to the improvements on the Premises shall be borne by Tenant. Tenant will not permit any mechanic's lien or liens to be filed

against the Premises or any building or improvement thereon during the Term.

7. **Indemnity and Insurance.**

a. **General Indemnity.** Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, cost, claim, liability or damage arising out of, or connected with Tenant's use and occupancy of the Premises or arising out of any breach or default of Tenant in performance of its obligations under this Lease. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant agrees to resist or defend such action or proceeding by reliable legal counsel and to promptly pay and discharge any final judgment rendered against Landlord therein.

Landlord hereby agrees to indemnify and hold Tenant harmless from any loss, cost, claim, liability or damage arising out of, or connected with Tenant's use and occupancy of the Premises or arising out of any breach or default of Landlord in performance of its obligations under this Lease. In case any action or proceeding be brought against Tenant by reason of any such claim, Landlord agrees to resist or defend such action or proceeding by reliable legal counsel and to promptly pay and discharge any final judgment rendered against Tenant therein.

b. **Liability Insurance.** Tenant shall procure and maintain in full force and effect throughout the Term commercial general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises, such insurance to afford protection to both Landlord and Tenant providing such amounts of coverage as Landlord may reasonably require from time to time. Tenant shall also procure and maintain in full force and effect throughout the Term Worker's Compensation Insurance with limits as required by the State of Indiana. Tenant shall provide Landlord with certificates of such insurance from time to time to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Tenant which may cover other premises in addition to the Premises. Such insurance shall provide that the same may not be cancelled without thirty (30) days' prior written notice to Landlord. The policy or policies of insurance shall be placed in such company or companies and be in such form and cover such risks as may be reasonably acceptable to Landlord and any mortgagee of Landlord. The Tenant shall have the following coverage:

Commercial General Liability- \$__ million per occurrence with University
name Additional Insured on the policy

Auto Liability- \$__ million occurrence/combined single limit for any autos,
including owned, leased, non-owned, and hired vehicles, with University named
Additional Insured on the policy

Sexual Abuse Liability- \$__ million occurrence/\$__ million aggregate, or if
event specific policy \$__ million occurrence

Workers' Compensation- statutory benefits \$__ million employers liability

Network Security & Privacy Liability- \$__ million occurrence/aggregate to include
disruption of service and the university's equipment infrastructure

8. **Communication Services.**

a. **Telephone Calls for Program Information.** The Landlord will not accept calls for Tenant's program information. Such calls will be referred to the Tenant's contact person except when the names and telephone numbers of alternate contacts are specifically given.

b. **Telephone Services.** The Landlord will not provide any telecommunication services to the Tenant.

c. **Internet Services.** If the institution provides access to the Internet, wireless or hardwire to the Tenant, whether using technology-based services maintained by the institution and/or personal technology-based devices, then, the Tenant will need to adhere to the institution's Acceptable Use Policy (AUP). If the Tenant cannot adhere to the institution's AUP, the privilege will be withdrawn and appropriate sanctions, as outlined in the AUP, will be imposed.

i. The Tenant shall not utilize the institution as a payment process for any financial transactions but use our internet connection to access their private network to process financial transactions.

9. **Assignment and Subletting.** Tenant shall not assign or encumber this Lease or any interest herein, or sublet the Premises or any part thereof, or permit use of the Premises or any part thereof by any person other than Tenant, without Landlord's prior consent.

10. **Default and Remedies.**

a. **Default.** The occurrence of any of the following shall be a "Default": (i) Tenant fails to pay any installment of Rent within five (5) days after, Landlord provides notice to Tenant of such default, the same is due, or (ii) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord.

b. **Remedies.** Upon the occurrence of any Default, Landlord shall have the following rights and remedies and those allowed by law or in equity:

i. Landlord may re-enter the Premises and cure any such Default of Tenant, and Tenant shall, immediately upon demand, reimburse Landlord as Additional Rent for any costs and expenses that Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action.

ii. Landlord may terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this Lease and in and to the Premises shall terminate, except with respect to any provisions thereunder that expressly survive such termination. Tenant shall

remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice.

iii.. Without terminating this Lease, Landlord may terminate Tenant's right to possession of the Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Premises. In such event, Tenant shall immediately surrender the Premises to Landlord, and Landlord may re-enter the Premises and dispossess Tenant and any other occupants of the Premises by any lawful means and may remove their effects, without prejudice to any other remedy that Landlord may have.

iv. Landlord may terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default. It is expressly agreed and understood that all of Tenant's liabilities and obligations set forth in this subsection (iv) shall survive termination of this Lease.

v. With or without terminating this Lease, declare all Rent immediately due and payable.

11. **Notices.** Whenever under this Lease a provision is made for notice of any kind, such notice shall be in writing, and it shall be deemed sufficient notice and service thereof if such notice is to Tenant and either personally delivered to Tenant or sent by registered or certified mail, postage prepaid, to Tenant at the Premises, or to such other post office address as Tenant may furnish to Landlord for such purpose; and if to Landlord, either personally delivered or sent by registered or certified mail, postage prepaid, to Landlord at 1700 Chapel Drive, Valparaiso, Indiana 46383, or to such other post office address as Landlord may furnish to Tenant for such purpose, or to the place then fixed for the payment of Rent.

12. **Surrender of Premises.** At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall surrender the Premises to Landlord, including the surrender to Landlord of all improvements then located upon the Premises other than Tenant's signs and Tenant's furnishings, trade fixtures and equipment used in the operation of the business as distinguished from those fixtures, machinery and equipment which are necessary to the general operation and maintenance of the Building that is then located upon the Premises. Tenant shall repair any and all damage to the Premises or the Building thereon caused by the removal of any of Tenant's signs, furnishings, trade fixtures or equipment which it is permitted to remove by the terms of this Lease.

13. **Holding Over.** If Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at \$1000 per month as Basic Rent for the Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of Rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the date that any Rent is due. In addition, Tenant shall be liable to Landlord for all damages occasioned by such holding over, including, without

limitation, all consequential, direct and indirect damages and losses sustained by Landlord. This Section 11 shall not be deemed a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

14. **General Provisions.**

a. Remedies Cumulative - Non-Waiver. The various rights and remedies herein contained and reserved to each of the parties shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. No delay or omission to exercise any right or power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent or continuing breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

b. Complete Agreement. The headings contained herein are for convenience only and do not define, limit or construe the contents of sections. All negotiations, considerations, representations and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing signed by the party to be bound.

c. Construction of Terms. Whenever the singular or plural number, or masculine, feminine or neuter gender, is used herein, it shall equally include the other, and the terms and provisions of this instrument shall be construed accordingly.

d. Agreement Binding upon Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto, but their respective personal representatives, heirs, successors and assigns.

e. Law. The law of the State of Indiana shall govern the construction, performance and enforcement of this Lease.

f. Time of Essence. Time shall be of the essence in the performance of every term, covenant and condition of this Lease.

g. Inspection. With 48-hour prior notice, Landlord shall have the right to enter upon the Premises during all regular business hours for the purpose of inspecting the same to determine that Tenant is fully performing all of its obligations under this Lease.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Lease in several counterparts, each of which shall be deemed an original instrument, as of the day and year first above written.

LANDLORD:

Valparaiso University
an Indiana nonprofit corporation,

By: _____

Name: _____

Its: _____

TENANT:

Company X
a ____ (state) for-profit corporation

By: _____

Name: _____

Its: _____

EXHIBIT A - MAP

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