

BOOTH AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019, by and between **Kevin P. Brown, Property Manager for Karen's LLC of 125 Ocean Blvd, Hampton, NH** (hereinafter referred to as the "Lessor") and of _____ (hereinafter referred to as the "Lessee").

WITNESSETH

1. PREMISES DEMISED: That in consideration of the rent and covenants herein reserved and contained on the part of the Lessee, to be paid, performed and observed, the Lessor hereby leases to the Lessee space# _____, consisting of a ten (10) by ten (10) by eight (8) foot booth located at 125 Ocean Blvd, Hampton Beach, NH 03842. An awning, to keep out sun and rain, can be purchased in addition to the booth for another nine hundred dollars (\$900.00). Awnings need to be requested prior to April 15th of the current season for guaranteed installation on or prior to opening day.

2. TERM OF LEASE: To have an to hold the demised premises for a term of four (4) months, commencing not later than May 15, 2018 to September 15, 2018. Hours of operation are at the discretion of the Lessee and should follow the laws of the Town of Hampton, NH. Suggested hours are 9am to 1am.

3. RENT: The Lessee shall pay to the Lessor, **Karen's LLC**, the sum of five thousand eight hundred dollars (\$5,800.00) or nine thousand six hundred dollars (\$9,600.00)

4. PROPERTY LOSS: All personal property placed upon the demised premises, 125 Ocean Blvd, Hampton, NH 03842, shall be at the sole risk of the Lessee or the party owning the same, and the Lessor shall in no event be obligated to provide any insurance or security for such property, and in

no event be liable for any loss, destruction, theft or damage to the same.

5. UTILITIES: The Lessor shall at its expense provide electrical service, and only electrical service, to the demised premises. Air conditioning units are not included with this agreement. Running water is not available and the closest restrooms are across the street one block away.

6. PARKING: Parking is not provided. The section of Ocean Blvd in front of the booths is a loading zone and should only be used as such. Any vehicles parked here for more than fifteen (15) minutes may be ticketed or towed at Lessor's expense by the Town of Hampton.

7. LATE PAYMENT: In the event any rental payment provided for herein shall not be received by the Lessor when due, Lessee shall pay a late charge thereon at the rate of twenty-five (\$25.00) dollars per day per unit until such payment is made in full.

8. LESSEE'S DEFAULT: The Lessee agrees to pay all expenses including reasonable attorney's fees, incurred by the Lessor in the event of the Lessee's breach of any of the covenants herein. In the event the Lessor retakes possession of the demised premises during the term of this Lease because of the Lessee's abandonment of same or breach of any of the covenants of this Lease, the Lessee shall nonetheless remain liable for any loss of rent sustained by the Lessor with respect to the balance of the term, and Lessee expressly consents to the reletting of the premises in order to discharge or reduce his liability hereunder, provided that the Lessor shall not be obligated to effect such reletting.

9. USE OF PREMISES: Lessee shall use the demised premises only in accordance with such written rules and regulations as may be promulgated by Lessor and will not permit said premises to be used for any disorderly or unlawful purpose, nor in any manner contrary to the laws, ordinances

and regulations of the Town of Hampton and State of New Hampshire, not in any manner to cause injury, damage, inconvenience, annoyance or discomfort to any other Lessee or occupant of said 125 Ocean Blvd, Hampton Beach, NH 03842 or to passers-by. Lessee agrees that during the term of this Lease, the demised premises shall not be used or occupied for any purpose other than for the purposes of a retail store with one main product (per booth) not to compete with existing tenants. The product(s) the Lessee has chosen is_____. If the Lessee wants to change the main product(s), they will do so in writing and must be approved by the Lessor. The following uses are not permitted:

- a. the sale of any food prepared on the premises or the use of the premises as a restaurant of any type;
- b. the sale of any merchandise such as t-shirts that are deemed by the Lessor to not be in good taste;
- c. the sale of items that could be constituted as drug paraphernalia;
- d. the sale of any knives or other instruments that could be deemed dangerous.

10. ASSIGNMENT: The parties agree that this Lease may not be transferred or assigned, not any portion of the demised premises by sublet, without the written consent of the Lessor.

11. ADDRESS: All payments and notices shall be sent to the Lessor, **Karen's LLC, at 125 Ocean Blvd Hampton NH 03842.**

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first written above.

In the presence of:

Witness

Lessor - Kevin P. Brown
Property Manager - Karen's LLC

Witness

Lessee -