

## Washington Commercial Lease Agreement

1. **Parties.** The parties to this Commercial Lease Agreement (“Agreement”) are the City of East Wenatchee (“Landlord”) and Enrique P. Cantu (“Tenant”).
2. **Property.** Landlord owns the land and improvements commonly known and numbered as 88 NE 9th Street, East Wenatchee, WA 98802.
3. **Leased Portion.** Landlord makes available for lease a portion of the Property designated as the Elevated Portion (the “Leased Premises”).
4. **Term.** The Lease begins on October 1, 2015. The lease is a month-to-month tenancy.
5. **Termination of Lease.**
  - a. Tenant understands that Landlord intends develop the Property for public use in the very, near future.
  - b. Landlord will give the Tenant a Notice to Vacate at least 30 days before the first of the month.
  - c. Tenant will leave the Elevated Portion in the following condition:
    - i. Free of any automobiles
    - ii. Free of any automobile parts
    - iii. Free of tires.
    - iv. Free of oil.

v. "Broom clean" and free of debris.

d. Tenant will turn over any keys to Landlord's Public Works Director.

6. **Rent.** Tenant must pay Landlord \$1,600 on the first of each month at 271 9<sup>th</sup> St. N.E., East Wenatchee, WA 98802.

7. **Late Fee.** Tenant must pay a late fee in the amount of \$50.00 for each rent payment that is overdue.

8. **Damage Deposit.** Upon signing this Agreement, Tenant must deposit \$1,600 with the Landlord. This deposit acts as security for any damage caused to the Premises during the term hereof. Once Tenant has vacated the Premises, Landlord will return the deposit to Tenant, without interest, and less any set off for damages to the Premises.

9. **Use.**

a. Tenant may not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

b. Tenant may not use the Leased Premises for selling goods or operating any other businesses besides the Tenant's auto repair shop.

c. Tenant may not have more than 10 vehicles on the Leased Premises at any time.

10. **Repairs.** Tenant must make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the

parties otherwise set forth in this Lease.

## **11. Insurance.**

- a. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent will not be diminished or abated while such damages are under repair, and Tenant will be responsible for the costs of repair not covered by insurance.
- b. Tenant must maintain fire and extended coverage insurance (property insurance) on the Building and the Leased Premises.
- c. The Tenant will save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant must maintain, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance must be delivered to Landlord on or before the commencement date and no such policy may be cancellable without ten (10) days prior written notice to Landlord.
- d. Tenant is responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

**12. Utilities.** Tenant will pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord will pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant will pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant may not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

**13. Signs.** Following Landlord's consent, Tenant has the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord will assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant must repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**14. Entry.** Landlord has have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord may not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**15. Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during term of this Lease.

**16. Waiver.** Tenant waives any past, present, or future claim for damages against Landlord.

**17. Compliance with Law.** Tenant must comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord must comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**18. Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

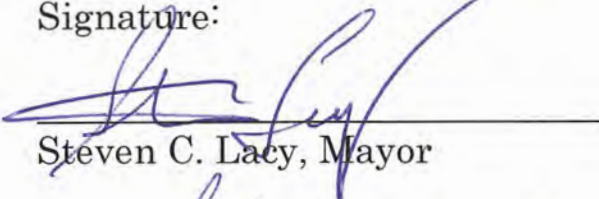
**19. Governing Law.** The Laws of the State of Washington govern this Agreement.

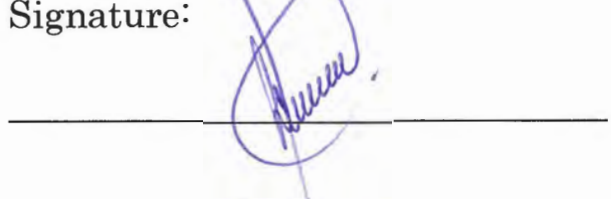
CITY OF EAST WENTCHEE

ENRIQUE P. CANTU

Signature:

Signature:

  
\_\_\_\_\_  
Steven C. Lacy, Mayor

  
\_\_\_\_\_

Date: September 25, 2015

Date: 092815

ATTEST:

Dana Barnard

By:

Dana Barnard



STATE OF WASHINGTON

# BUSINESS LICENSE

Domestic Profit Corporation

MARIO'S AUTO SALES INC  
88 9TH ST NE  
EAST WENATCHEE WA 98802 4436

Unified Business ID #: 603 133 573  
Business ID #: 1  
Location: 1  
Expires: 08-31-2016

TAX REGISTRATION  
INDUSTRIAL INSURANCE  
MOTOR VEHICLE DEALER #0573

UNEMPLOYMENT INSURANCE

LICENSING RESTRICTIONS:  
Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

*Vikki Smith*  
Director, Department of Revenue

STATE OF WASHINGTON  
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TO SALES INC  
NE  
CHEE WA 98802 4436  
RATION  
INSURANCE  
CLE DEALER #0573  
NT INSURANCE

EXPIRATION DATE  
08-31-2016

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*Vikki Smith*  
Director, Department of Revenue

THIS SECTION FOR YOUR WALLET



Washington State  
Department of  
Revenue

3/25/2015 3:50:42 PM

Receipt Number WEN00126  
Tax/Fee Type EXC  
Office Location WENATCHEE  
Cashier 704

Receipt To

603490784 CANTU-PEREZ ENRIQUE

Amount Paid

Cash	\$24.00
Total Received	\$24.00
Transaction Amount	\$24.00
Change Due	\$0.00

THANK YOU!

	TAXABLE PERIOD	TAX RETURN DUE DATE
	January 1 - March 31	April 30
	April 1 - June 30	July 31
Quarter 3	July 1 - September 30	October 31
Quarter 4	October 1 - December 31	January 31

REGISTRATION INFORMATION

with the Department of Revenue.

Tax Registration No: 603 490 784

Business Type: Sole

Registration Number:

(PAC) number is C223557A

This is also your tax reporting account number.

This is for your additional business is \_\_\_\_\_. You will receive a copy that you can report your tax liability for each business separately.

This is also your tax reporting account number for your additional business. You can use this for your tax return.

As mentioned on your Business License Application you are not currently required to be registered with the Department of Revenue. Since you are not registered with the Department of Revenue, your license cannot be used for resale purposes. If your business activities should change, please see review the attached brochure for more information.

Annually. Monthly filers are required to file and pay their taxes electronically. The return is due the 15th day following the taxable period.

Quarterly. Quarterly filers are required to file and pay their taxes electronically. The return is due the 15th day following the taxable period.

Your tax return is due **annually**. The return is due January 31<sup>st</sup>. If you do not receive your tax return by the 10<sup>th</sup> of the month in which it is due, please call us for assistance..



STATE OF WASHINGTON

# BUSINESS LICENSE

Sole Proprietorship

Unified Business ID #: 603 490 784  
Business ID #: 1  
Location: 1

PEREZ ENRIQUE CANTU  
MARIOS AUTOREPAIR  
88 9TH ST NE  
EAST WENATCHEE WA 98802 4436

TAX REGISTRATION

REGISTERED TRADE NAMES:  
MARIOS AUTOREPAIR

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

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DREPAIR

NE  
CHEE WA 98802 4436

RATION

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Director, Department of Revenue

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