

ATTACHMENT 1

**COMMERCIAL LEASE TERMINATION AGREEMENT**

This Commercial Lease Termination Agreement (Agreement) is hereby made and entered into by **Harvey Loveall Hair Care Center, Inc.** (Lessee) and the **City of Salem, Oregon**, an Oregon municipal corporation (Lessor) (collectively, the Parties).

**RECITALS:**

- A. Lessor leased to Lessee real property located at 310 Commercial Street NE, Salem, Marion County, Oregon, as described in the lease by and between the Lessee and the Lessor dated November 1, 2015 (Lease) attached hereto as Exhibit 1 and incorporated herein.
- B. The term of the Lease is five years commencing on November 1, 2015 and continuing through October 31, 2020 (Lease, Section 2). Lessee is required to pay a monthly rent of \$2,512.75 and a monthly common area maintenance charge of \$807.89 (Lease, Section 3).
- C. Lessor owes rent and common area maintenance charges for the months of February through March 2018 totaling \$12,743.07.
- D. Due to unforeseen business and personal issues, Lessee's operation has ceased operation at Chemeketa Parkade.
- E. Lessee has notified Lessor that Lessee desires to terminate the Lease and vacate the Premises.

**AGREEMENT:**

In consideration of the mutual covenants contained herein, the Parties agree as follows:

- A. Lessor agrees to forgive all past due amounts of rent and common area charges due from Lessee totaling \$12,743.07.
- B. Lessee does hereby waive any and all claims against the Lessor, its officers, agents, and employees as related to this Lease, and does waive, and shall forever be estopped from asserting any action or defense against Lessor as to the parties rights and obligations under the Lease, or as to the validity of the Lease.
- C. Lessor and Lessee agree to terminate the Lease as of May 31, 2018, and Lessor agrees to waive any right to future rent and common area charges during the remaining term of the Lease.
- D. Any breach of this Agreement by Lessee will result in reinstatement of any amounts due, including any future rent or common area charges that would have accrued during the remaining term of the Lease or for any other charges, fees or costs due under the Lease.

**IN WITNESS WHEREOF** the undersigned Parties have duly executed this Agreement to be effective on the date last signed:

LESSOR:  
City of Salem

LESSEE:  
Harvey Loveall Hair Care Center, Inc.

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Steven D. Powers, City Manager

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Edward M. Willits, President

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Date

\_\_\_\_\_  
Date