# **Commercial Lease Agreement Template**

This Commercial Lease Agreement is executed and entered into by and between [LESSOR] (“Lessor”) and [LESSEE] (“Lessee”) and will remain in effect as of— [EFFECTIVE DATE].   The Lessor agrees to lease the premises mentioned herein to the Lessee under the contractual terms laid out within this Agreement.

**LEASED Property:** The area to be leased is in approximate [SQUARE FOOTAGE] square feet and located at [ADDRESS/ BLDG NAME], [PROPERTY ADDRESS] as described herein within the property map attached to this agreement as Exhibit A (“Leased Property”).

**Property use:** [PROPERTY USE]

**Lease TERM:** This lease will start from  [COMMENCEMENT DATE] (the “Commencement Date”) and, and remain in full force and effect until the [ENDING DATE] (the “Termination Date”) unless terminated early upon mutual agreement of both parties or extended in compliance with this Agreement.

**Security Deposit:** [SECURITY DEPOSIT]

**NOTICES and CONTACT INFORMATION:**

**Lessor details:**

(monthly payments)

[LESSOR PAYMENT NAME]

[LESSOR PAYMENT ADDRESS]

[CITY, STATE ZIP]

[COUNTRY]

(other communications)

[LESSOR]

[LESSOR CONTACT NAME]

[ADDRESS]

[CITY, STATE ZIP]

[COUNTRY]

[PHONE]

[EMAIL]

**Lessee details:**

(prior to Commencement Date)

[LESSEE]

[LESSEE CONTACT NAME]

[LESSEE PRIOR ADDRESS]

[CITY, STATE ZIP]

[COUNTRY]

[PHONE]

[EMAIL]

(after Commencement Date)

At the leased property

[BLDG NAME], [UNIT NUMBER]

[PROPERTY STREET ADDRESS]

[CITY, STATE ZIP]

[COUNTRY]

**STANDARD TERMS AND CONDITIONS**

1. **Condition of Property**.

The premises mentioned herein is leased as an “as is property” which means the Lessee has agreed to lease the premises in its current condition with all the faults and defects currently present. By obtaining possession of the premises, Lessee warrants that they have seen the premises in person and conducted an examination of the premises which they deem to be in satisfactory condition. Lessee accepts that either the Lessor or an agent or representative of the lessor have provided representation or warranties pertaining to the future condition of the Leased Premises. The area comprising the leased premises is approximate and accepted by the Parties.

1. **Legal Compliance**.

The lessee accepts that he is under the obligation to abide by all the federal, local or state laws, statutes, codes, rules and regulations and ordinances pertaining to the Leased Premises at his sole expense. In case the lessee requires any amendments or modifications to be made due to his/her or any visitor’s disability, the Lessor will be required to make the required modifications according to the Americans with Disabilities Act. However, all the expenses and costs incurred during these modifications are to be compensated by the Lessee.

1. **“Common Areas” Defined**.

 “Common areas” in the context of this Agreement refer to loading and unloading areas,  stairways, escalators, parking areas, parking spaces, lobbies, elevators,  walkways, entrances, windows,  restrooms, driveways, that are to be freely used by other lessees or tenants of the premises. The common areas of the premises are under the exclusive authority and control of the Lessor and may do the following solely at his own discretion:

(a) make adjustments and modifications to the Common Areas;

(b) close down or restrict access to any of common areas of the premises for the reasonable purpose of repairs and maintenance provided that other reasonable access to the premises remains present;

(c) Make any other alterations or modifications for the purpose of business interest or speculation, as deemed reasonable.

1. **Base Rent**.

Base Rent for each month is to be paid by the Lessee to the Lessor on or before the agreed-upon date of each month. Any money and charges owed by the Lessee to the Lessor regarding this Lease will be considered as rent due payment. All the fees and charges as well as the Base Rent that is due by the Lessee is to be paid without any withholdings or deductions and any notice or demands prior to this will not be necessary. All the payables by the Lessee are to be paid at the address of the Lessor as mentioned herein and will only be deemed paid after the Lessor has received all the receipts.

1. **Late Charges and Returned Item Charges**.

In the case there is money owed by the Lessee to the Lessor and the Lessee has not made the repayments by the date agreed upon by the Parties, Lessee will be under the obligation to pay a late fee which will be equal to the greater of:

* 1. a) [LATE CHARGE], or (b) 10% or the highest per annum rate of interest (whichever one is lower) of the then delinquent amount provided that it is permitted by all the pertinent Laws governing this repayment.

Any handling fees incurred by the Lessor due to the [RETURNED CHECK CHARGE] are to be paid by the Lessee for each returned check.  If there are more than one instances of returned checks then the Lessee will be under the obligation to be liable for all the fees incurred by the Lessor and should be repaid to the Lessor either by a wire transfer, automated payments from Lessee’s bank account or through a cashier’s check.

1. **Security Deposit**.

Lessee will be under the obligation to provide an amount of security deposit as agreed upon herein to the lessor, following the execution of this Agreement, as a security for Lessee’s fulfillment of every contractual agreement made herein. The security deposit made will not be deemed as monthly rent payment made in advance or a measure of damages in the context of this Agreement. In case the lessee had delayed their monthly rent payment or failed to pay the rent in its entirety or has violated any other contractual agreements mentioned in the Lease Agreement, the lessor has been granted the right to deduct, apply or retain the reasonable amount of security deposit to compensate for the non-payment without voiding the Lessee of his other rights granted by this agreement. Amounts from security deposit may also be deducted in case the lessee has incurred damages or loss to the premises due to his default.

Lessee will restore the balance to the required amount on the Security Deposit as agreed upon herein, within 5 days after a written notification has been issued by the Lessor. Following the termination or expiration of this Lease Agreement the lessor will refund any remaining balance on the security deposit after deducting compensation for all the losses and damages incurred through Lessee’s default within 30 days after the expiration or termination.

1. **Use of Leased Property**.

The premises is permitted to be used and controlled only for the purpose mentioned in this Agreement. The Lessee shall not conduct any illegal activities or use it in a manner prohibited by the Contractual terms laid out herein or engage in any activity that may adversely affect the well-being or appearance of the premises or other Common areas, causes loss or damage to the premises or Common Areas or leads to waste and nuisance.

Lessee is under the obligation to prohibit all visitors and third-parties as well as refrain themselves from the usage or consumption of any problematic materials such as unpleasant or objectionable odors, dust, gas, smoke or noises under the premises or conduct any other problematic and unreasonable action that would jeopardize the well-being of or interfere with the business operations of either the Lessor or other Lessees in the building. No animals are to be kept within the premises with the exception of only guide dogs.

1. **Hazardous Materials**.

“Hazardous Materials” will refer to any materials that are deemed harmful or have adverse effects on the well-being of individuals or the environment such Hazardous materials including but not restricted to, any explosives, chemicals, flammable materials, solvents, urea-formaldehyde, petroleum products, asbestos, chlorofluorocarbons, PCB’s or any radioactive materials.  Lessee will be responsible to and will not allow any visitors to bring into their premises any such materials either for the purpose of storage, usage or discharging into the environment unless the written permission of the lessor is sought and approval has been obtained for such activities. There are other hazardous materials that may be permitted on the premises such as materials that only possess harmful substances in low quantities such as any cleaning supplies or toners for printers.

1. **Parking**.

Lessee and all of its staff, visitors and agents are also bound to the contractual agreements stated herein and to the pertinent Rules and Regulations of the premises. Lessee will abide by the “first-come,first-serve” rule set forth by the lessor for the usage of parking space of the premises. Such parking privileges are only for the purpose of personal use and are not to be further sublet or assigned to a third-party.

10. **Utilities and Services**.

Lessee promises to fulfill all obligations and responsibilities pertaining to the payments of utility services obtained by the Premises which include services such as electricity, telephone, gas, heat and water etc.   In case the lessee is unable to receive separate utility services and in response the Lessor agrees to provide the utility service to the Lessee, such utility will be received in Lessor’s legal name, and Lessee will be obligated to disburse the Lessor accordingly, as Additional Rent, the cost incurred due to provision of any utility services by the lessor in a timely manner.

1. **Lessee Improvements**.

If any improvements or modifications are to be made upon the premises by the lessee before Lessee initially commencing use of the premises, or during the course of this agreement become part of the premises and will belong to the Lessor.

12. **Repairs.**

Lessee is obligated to perform the reasonable maintenance and repairs of the premises from time to time, at its sole expense. In case the Lessee fails to fulfill these obligations the lessor will fulfill without waiver of right or remedy, the due obligations on Lessee’s behalf and will be entitled to compensations from the Lessee for all costs incurred due to the fulfillment of these obligations. along with reimbursements of an administrative fee in an amount equal to 10% of the cost of the repairs, within three (3) business days of demand.

13. **Insurance**.

The Lessee warrants and accepts that the personal property and belongings of the Lessee are not insured by the Lessor against any damages or loss that arises during their lease, and the Lessee will assume no liability or accountability for any and all losses or damages incurred by the Lessee. The Lessee is made aware herein that in case the Lessee wishes for any type of insurance coverage the Lessee will be required to explicitly and separately ask the Lessor’s insurance agent regarding the Lessee’s Policy of Insurance. Moreover, the Lessor should be provided with a copy of the insurance within 30 days following the commencement of this Lease Term to keep as a record.

1. **Lessor’s Access**.

The lessor, its staff, contractors and any other representatives have been granted the right to access the premises at reasonable timings and for reasonable purposes of conducting investigations and examination of the premises, conduct any work such as improvements, repairs in the premises, or identification of modifications or alterations made by the lessee show the Leased Property, exercise any right or remedy, or for any other purpose provided that the lessee was issued a notice prior the visit. Or At any time and without notice in case of an emergency.

15. **Assignment and Subletting**.

In case the Lessee wishes to assign, sell or sublet the premises, a written consent by the Lessor shall be obtained first, which consent will not be unreasonably withheld.  Lessor may assign and transfer the contractual terms set within this Lease Agreement to a third-party provided that a written notice was issued to the Lessee 30 days prior to the assignment and only if the assignment will not adversely affect Lessor’s rights and obligations set forth herein.

1. **Damage or Destruction**.

In case the premises are substantially damaged or destructed due to fire or any other unforeseeable event, both parties have been granted the right to terminate this Agreement if the Lessor estimates that full restoration and repairings will take more than 30 days after the work for restoration has been started.

17. **Default**.

All the responsibilities and obligations set forth herein are to be completed within a time constraint. Lessee’s failure to act in compliance with this agreement or to fulfill the obligations agreed upon herein will be deemed a default and lead to the early release of the Lessee from this Agreement. Such defaults include but are not restricted to failure to make Base Rent, Additional Rent, or any other monetary payments due to the Lessor in a timely manner.

18. **Termination**.

Following expiration and terminations of this Agreement, Lessee will remove all their personal belongings from the premises and provide the lessor with all the keys and access cards pertaining to the premises and return the premises in the same condition with the exception of any reasonable and unavoidable wear and tear. In the case Lessee has been evicted due to rulings of law or has voluntarily abandoned or vacated the premises any personal belongings of the Lessee that remain in the premises may be considered abandoned by the Lessor and removed from the premises at the sole expense of the Lessee.

1. **Force Majeure**.

In case the Lessee was unable to fulfill their obligations pertaining to this Agreement due to any Force Majeure they shall be released from any liability and not deemed in violation of this agreement. Force majeure includes but not limited to strikes, shortages of labor, terrorism, war, acts of God or any civil disturbances and any other uncontrollable or unforeseeable events. If any time period is allocated for the completion of obligations within this Agreement then that time period shall be extended by the length of any delay caused in its completion by such Force Majeure events.

1. **Construction, jurisdiction, venue**.

This agreement is under the governance of jurisdiction of the State of [PROPERTY STATE] and in case any legal proceedings arise pertaining to this Agreement the party proved guilty will reimburse the innocent party for any legal fees incurred during the proceedings such as attorney’s fees or court and filing fees.

1. **Partial invalidity**.

In case any part of the terms and conditions laid out herein are deemed to be unenforceable, invalid or illegal by a competent court or by jurisdiction, only that part of the terms and conditions will be rendered ineffective and all other contractual agreements made will remain in full force and applicable to all parties.

1. **Additional Provisions**.

[ADDITIONAL PROVISIONS]

DATED [SIGNATURE DATE]

BY LESSOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY LESSEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX A

RULES AND REGULATIONS

[RULES AND REGULATIONS]