

COMMERCIAL GROSS LEASE AGREEMENT

This Commercial Gross Lease Agreement (the "Lease") is entered into and made effective as of _____, by and between the following parties:

LANDLORD: _____

Mailing Address:

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

TENANT: _____

Mailing Address:

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

The Landlord and the Tenant may collectively be referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Landlord is the owner of certain real property and improvements commonly known as

_____, located in the State of _____; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the specific premises described below under a gross lease arrangement, whereby Tenant pays a fixed monthly rent and Landlord retains responsibility for most operating expenses of the property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LEASED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises (the "Premises"):

Street Address: _____

Unit/Suite Number: _____

City: _____

State: _____

Zip Code: _____

Approximate Square Footage: _____ square feet.

The Premises shall include the right to the non-exclusive use of common areas, entryways, hallways, and public restrooms within the building, if applicable.

2. TERM

The term of this Lease (the "Term") shall commence on _____ (the "Commencement Date") and shall terminate on _____ (the "Termination Date"), unless terminated earlier in accordance with the provisions of this Lease. Tenant shall vacate the Premises upon the expiration or termination of this Lease.

3. RENT

(a) **Base Rent:** Tenant shall pay to Landlord a fixed monthly rent of _____
(\$_____) (the "Rent").

(b) **Payment Schedule:** Rent is due in advance on the first (1st) day of each calendar month during the Term. If the Commencement Date occurs on a day other than the first day of a calendar month, the Rent for such partial month shall be prorated on a daily basis and paid on the Commencement Date.

(c) **Payment Method:** Rent shall be paid to Landlord at Landlord's mailing address listed above, or at such other place or via such electronic payment method as Landlord may designate in writing.

4. SECURITY DEPOSIT

The Parties acknowledge and agree that no security deposit is required to be provided by Tenant under this Lease.

5. USE OF PREMISES

(a) **Permitted Use:** Tenant shall use and occupy the Premises solely for _____
and for no other purpose without the prior written consent of Landlord.

(b) **Compliance with Laws:** Tenant shall, at its sole expense, comply with all federal, state, and local laws, ordinances, regulations, and orders applicable to Tenant's use and occupancy of the Premises.

(c) **Nuisance and Waste:** Tenant shall not commit waste, create a nuisance, or interfere with the quiet enjoyment of other tenants or occupants of the building in which the Premises are located.

6. LANDLORD'S RESPONSIBILITIES AND OPERATING EXPENSES

This Lease is a "Gross Lease." Landlord shall be solely responsible for the payment of all operating expenses associated with the Premises and the building, including but not limited to:

(a) Real property taxes and special assessments levied against the land and buildings;

(b) Property and casualty insurance premiums maintained by Landlord on the building and common areas;

(c) Routine maintenance, structural repairs, and capital replacements of the roof, exterior walls, foundation, structural steel, and common areas;

(d) Standard utility services, including water, sewer, trash collection, electricity, and heating/cooling, unless such utility services are separately metered to the Premises and designated as Tenant's responsibility.

7. TENANT'S RESPONSIBILITIES AND MAINTENANCE

(a) **Interior Maintenance:** Tenant shall, at its sole expense, maintain the interior of the Premises in a clean, safe, sanitary, and good condition. Tenant shall be responsible for repairing any damage to the Premises caused by the negligence, willful misconduct, or misuse of the Premises by Tenant, its employees, agents, licensees, or invitees.

(b) **Alterations:** Tenant shall make no structural alterations, additions, or improvements to the Premises without the prior written consent of Landlord. Any approved alterations shall be performed in a professional manner, in compliance with all applicable building codes, and at Tenant's sole expense. All fixtures installed by Tenant shall remain the property of Tenant and shall be removed upon termination of the Lease, provided Tenant repairs any damage caused by such removal.

8. INSURANCE

(a) **Landlord's Insurance:** Landlord shall maintain commercial property insurance covering the building and common areas, but such insurance shall not cover Tenant's personal property, inventory, trade fixtures, or business interruption.

(b) **Tenant's Insurance:** Tenant shall, at its sole expense, maintain Commercial General Liability insurance with a minimum coverage of _____ per occurrence, and property insurance covering Tenant's personal property, inventory, and trade fixtures located within the Premises. Tenant shall provide Landlord with certificates of insurance evidencing such coverage upon request.

9. DEFAULT AND REMEDIES

(a) **Event of Default:** The occurrence of any of the following shall constitute an "Event of Default" by Tenant:

(i) Failure to pay Rent within _____ days after written notice from Landlord that the same is past due;

(ii) Failure to perform or observe any other covenant, condition, or agreement under this Lease within _____ days after written notice from Landlord specifying the failure;

(iii) Abandonment or vacation of the Premises by Tenant prior to the expiration of the Term.

(b) **Landlord's Remedies:** Upon the occurrence of an Event of Default, Landlord shall have all remedies available at law or in equity, including but not limited to the right to terminate this Lease, re-enter and repossess the Premises, and recover damages, including unpaid Rent, the cost of recovering the Premises, and reasonable attorneys' fees.

10. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage, pledge, or otherwise transfer this Lease, or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Any attempted assignment or subletting without such consent shall be null and void.

11. SURRENDER AND HOLDING OVER

(a) **Surrender:** Upon the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises to Landlord in as good a condition as they were at the Commencement Date, reasonable wear and tear and damage by casualty excepted.

(b) **Holding Over:** If Tenant remains in possession of the Premises after the expiration of the Term without the express written consent of Landlord, such occupancy shall be deemed a tenancy at sufferance, and Tenant shall pay Rent at a rate equal to [holdover rent multiplier, e.g., 150%]% of the Rent in effect immediately prior to expiration, subject to all other terms and conditions of this Lease.

12. MISCELLANEOUS PROVISIONS

(a) **Governing Law:** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to conflict of law principles.

(b) **Entire Agreement:** This Lease constitutes the entire agreement between the Parties regarding the leasing of the Premises and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements, whether oral or written.

(c) **Amendments:** No amendment, modification, or waiver of any provision of this Lease shall be valid or binding unless it is in writing and signed by both Parties.

(d) **Severability:** If any provision of this Lease is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(e) **Notices:** All notices, demands, or requests required or permitted under this Lease shall be in writing and shall be deemed sufficiently given when delivered personally, sent by certified mail (return receipt requested), or delivered by a nationally recognized overnight courier to the respective addresses of the Parties set forth at the beginning of this Lease.

(f) **Successors and Assigns:** This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(g) **Waiver:** The failure of either Party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

(h) **Construction:** The headings in this Lease are for convenience of reference only and shall not affect its interpretation. No presumption shall exist in favor of or against either Party as a result of the drafting of this Lease.

(i) **Counterparts:** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Commercial Gross Lease Agreement as of the dates set forth below.

LANDLORD

Signature: _____

Print Name: _____

Date: _____

Address: _____

TENANT

Signature: _____

Print Name: _____

Date: _____

Address: _____