

# COMMERCIAL LEASE AGREEMENT

## I. THE PARTIES

This Commercial Lease Agreement (the "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Landlord:** \_\_\_\_\_ , with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Landlord"), AND

**Tenant:** \_\_\_\_\_ , with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Tenant").

Landlord and Tenant are collectively referred to as the "Parties."

## II. THE PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following described commercial property (the "Premises"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State:

\_\_\_\_\_ Zip Code:

\_\_\_\_\_

Description of Premises (e.g., Suite Number, Floor, Building Name):

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The Premises consists of approximately \_\_\_\_\_ square feet.

### III. TERM OF LEASE

The term of this Lease shall be for a period of \_\_\_\_\_  
(years/months), commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the  
"Commencement Date") and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the  
"Termination Date").

### IV. RENT

**Base Rent:** The Tenant shall pay to Landlord the sum of \$  
\_\_\_\_\_ per month as Base Rent.

**Payment Instructions:** Rent shall be paid in advance on the  
\_\_\_\_\_ day of each month. Rent shall be paid via:

Check    Wire Transfer    Direct Deposit    Other:

\_\_\_\_\_

**Prorated Rent:** If the Commencement Date is on a day other than the first day of the month, the rent for the first fractional month shall be prorated based on the actual number of days in said month.

**Late Fee:** If Rent is not paid within \_\_\_\_\_ days of the due date, a late fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the monthly rent shall be assessed.

**V. SECURITY DEPOSIT**

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ (the "Security Deposit"). The Security Deposit shall be held by the Landlord as security for the faithful performance by the Tenant of all terms, covenants, and conditions of this Agreement.

The Security Deposit shall be returned to the Tenant within \_\_\_\_\_ days after the expiration of the Lease Term, less any deductions for damages to the Premises beyond normal wear and tear or unpaid rent.

**VI. USE OF PREMISES**

The Premises shall be used for the following commercial business purpose(s):

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The Tenant shall not use the Premises for any other purpose without the Landlord's prior written consent. The Tenant shall comply with all laws, ordinances, rules, and regulations of any governmental authority regarding the use, condition, and occupancy of the Premises.

**VII. OPERATING EXPENSES AND UTILITIES**

The Parties agree that the responsibility for expenses shall be allocated as follows (Check One):

**GROSS LEASE:** The Tenant shall pay the Base Rent, and the Landlord shall be responsible for all property taxes, property insurance, and common area maintenance (CAM). The Tenant shall pay for their own utilities as described below.

**MODIFIED GROSS LEASE:** The Tenant shall pay the Base Rent and the following specific expenses:

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**TRIPLE NET (NNN) LEASE:** In addition to the Base Rent, the Tenant shall be responsible for their proportionate share of Property Taxes, Property Insurance, and Common Area Maintenance (CAM).

**Utilities:** The Tenant shall be responsible for the direct payment of the following utilities (Check all that apply):

Electricity    Water/Sewer    Gas    Internet/Phone    Trash Removal    Snow Removal    Landscaping

### **VIII. FURNISHINGS AND FIXTURES**

The Premises is being leased (Check One):

**Unfurnished:** No furniture or equipment is included.

**Furnished:** The following items are included in the Lease:

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## **IX. PARKING AND SIGNS**

**Parking:** The Tenant shall be entitled to \_\_\_\_\_ parking spaces located at:

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**Signs:** The Tenant may install signs on the Premises subject to the Landlord's written approval and compliance with all local zoning ordinances and regulations.

## **X. MAINTENANCE AND REPAIRS**

**Landlord's Obligations:** The Landlord shall be responsible for maintaining and repairing the structural elements of the building, including the roof, foundation, and exterior walls, as well as building systems (HVAC, plumbing, electrical) unless damage is caused by the Tenant's negligence.

**Tenant's Obligations:** The Tenant shall maintain the interior of the Premises in good condition and repair, including keeping the Premises clean, sanitary, and free from waste.

## **XI. INSURANCE**

**Tenant's Insurance:** The Tenant shall maintain, at its own expense, a comprehensive general liability insurance policy with a minimum coverage of \$ \_\_\_\_\_ per occurrence and \$ \_\_\_\_\_ in the aggregate. The Landlord shall be named as an additional insured on said policy.

**Landlord's Insurance:** The Landlord shall maintain insurance on the building and common areas against fire and extended coverage risks.

## **XII. ALTERATIONS AND IMPROVEMENTS**

The Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the Landlord. Any improvements made by the Tenant shall become the property of the Landlord upon termination of this Lease, unless the Parties agree otherwise in writing.

## **XIII. DEFAULT AND REMEDIES**

If the Tenant fails to pay Rent when due or fails to perform any other provision of this Agreement, and such failure continues for \_\_\_\_\_ days after written notice from the Landlord, the Tenant shall be in default.

Upon default, the Landlord may:

1. Terminate this Agreement and recover possession of the Premises.
2. Recover all unpaid Rent and future Rent due under the unexpired term (subject to the Landlord's duty to mitigate damages).
3. Pursue any other remedies available at law or in equity.

## **XIV. SUBLETTING AND ASSIGNMENT**

The Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

#### **XV. ESTOPPEL CERTIFICATE**

Tenant shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, if any.

#### **XVI. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of

\_\_\_\_\_ .

#### **XVII. NOTICES**

All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, or by certified or registered mail, addressed to the Landlord or Tenant at the address stated in Section I or to another address that either Party may designate upon reasonable notice to the other Party.

#### **XVIII. AMERICANS WITH DISABILITIES ACT**

The Parties acknowledge that the Americans with Disabilities Act (ADA) may require modifications to the Premises depending on the Tenant's specific use. Responsibility for ADA compliance is allocated as follows:

Landlord is responsible for building structural compliance.

Tenant is responsible for compliance related to their specific business operations and interior layout.

**XIX. ADDITIONAL TERMS AND CONDITIONS**

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**XX. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**XXI. SEVERABILITY**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below.

**LANDLORD SIGNATURE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

**TENANT SIGNATURE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

**WITNESS SIGNATURE (OPTIONAL)**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

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**NOTARY ACKNOWLEDGMENT\*\***

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,

\_\_\_\_\_ (Name of Notary), personally appeared

\_\_\_\_\_ (Name of Landlord) and

\_\_\_\_\_ (Name of Tenant), known to me (or proved to me on

the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

(Seal)

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_