

# COMMERCIAL LEASE AGREEMENT

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

Landlord:

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Tenant:

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

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

RECITALS

WHEREAS, Landlord is the owner of certain real property and improvements located at \_\_\_\_\_ ("Premises"); and

WHEREAS, Tenant desires to lease the Premises from Landlord for commercial purposes, and Landlord agrees to lease the Premises to Tenant under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### 1. LEASE TERM

Lease Commencement Date: \_\_\_\_\_

Lease Expiration Date: \_\_\_\_\_

The term of this lease shall be for a period of \_\_\_\_\_ years, commencing on the Lease Commencement Date and expiring on the Lease Expiration Date, unless sooner terminated in accordance with this Agreement. Tenant shall have the option to renew the lease for an additional term of \_\_\_\_\_ years, subject to the same terms and conditions, by providing written notice to Landlord at least \_\_\_\_\_ days prior to the Lease Expiration Date.

### 2. RENT

Tenant shall pay to Landlord as rent for the Premises the sum of \$ \_\_\_\_\_ per month ("Rent"), payable in advance on the first day of each month during the Lease Term. Rent shall be paid to Landlord at the address specified above or at such other place as Landlord may designate in writing. Late payments shall incur a penalty of \_\_\_\_\_ % of the monthly Rent if not paid within \_\_\_\_\_ days of the due date.

### 3. SECURITY DEPOSIT

Tenant shall deposit with Landlord the sum of \$ \_\_\_\_\_ as security for the full and faithful performance by Tenant of all terms, covenants, and conditions of this Agreement ("Security Deposit"). The Security Deposit shall be refundable to Tenant upon the expiration or earlier termination of this Agreement, subject to any deductions for damages or

unpaid obligations. Landlord shall provide an itemized statement of any deductions within \_\_\_\_\_ days of the termination of this Agreement.

#### 4. USE OF PREMISES

Tenant shall use the Premises solely for the purpose of \_\_\_\_\_ . Tenant shall not use or permit the Premises to be used for any unlawful purpose or for any purpose that would invalidate any insurance policies covering the Premises. Tenant shall comply with all applicable laws, ordinances, and regulations in its use of the Premises.

#### 5. MAINTENANCE AND REPAIRS

Tenant shall, at its own expense, maintain the Premises in good condition and repair, reasonable wear and tear excepted. Landlord shall be responsible for structural repairs and maintenance of the roof, exterior walls, and foundation. Tenant shall notify Landlord promptly of any condition requiring repair for which Landlord is responsible.

#### 6. ALTERATIONS

Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord. Any approved alterations shall be made at Tenant's expense and shall become the property of Landlord upon termination of this Agreement. Tenant shall ensure that all alterations comply with applicable laws and regulations.

#### 7. INSURANCE

Tenant shall obtain and maintain, at its own expense, commercial general liability insurance with coverage of not less than \$ \_\_\_\_\_ per occurrence. Tenant shall provide Landlord with certificates of insurance evidencing such coverage. Landlord shall be named as an additional insured on all such policies.

#### 8. INDEMNIFICATION

Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all

claims, liabilities, damages, and expenses arising from Tenant's use of the Premises or any breach of this Agreement by Tenant. Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property, occurring on the Premises, except to the extent caused by Landlord's negligence or willful misconduct.

## 9. DEFAULT

In the event of a default by Tenant in the payment of Rent or any other breach of this Agreement, Landlord may terminate this Agreement and regain possession of the Premises by providing written notice to Tenant. Tenant shall have

\_\_\_\_\_ days to cure any monetary default and

\_\_\_\_\_ days to cure any non-monetary default after receiving notice from Landlord.

## 10. TERMINATION

This Agreement may be terminated by either party upon \_\_\_\_\_ days' written notice to the other party in the event of a material breach that is not cured within such notice period. Upon termination, Tenant shall vacate the Premises and return it to Landlord in the same condition as received, reasonable wear and tear excepted.

## 11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_ County, State of \_\_\_\_\_.

## 12. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or sent by a

nationally recognized overnight courier service to the addresses specified above. Either party may change its address for notices by providing written notice to the other party.

### 13. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties.

### 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No representations, warranties, or promises have been made or relied upon by either party other than those expressly set forth herein.

### 15. AMENDMENTS

This Agreement may be amended only by a written document signed by both parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought.

### 16. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, war, terrorism, or natural disasters.

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Lease Agreement as of the date first above written.

Landlord: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Notary Public: \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_