

Commercial Lease Agreement

This Commercial Lease Agreement ("Agreement") is made and entered into on _____ by and between _____, whose address is _____, _____, _____ ("Landlord") and _____ whose address is _____, _____, _____ ("Tenant").

The Parties agree as follows:

1. Description of Leased Premises

The Landlord agrees to lease to the tenant the following described _____ square feet (SF) of _____ property located at _____, _____, _____ ("Premises")

2. Use of Leased Premises

The Landlord agrees to lease the Premises to the Tenant and the Tenant is hereby is agreeing to lease the Premises for the following use and purpose:

The Tenant agrees to change the use or purpose of the Premises other than as described above with a prior written consent of the Landlord only.

3. Term of Lease

The term of this Agreement shall be for a period of _____ year(s) commencing on _____ and expiring on _____ ("Initial Term") unless terminated early or extended in accordance with the terms of this Agreement.

Option to Renew:

Tenant may not renew the Lease.

Tenant may renew the Lease by giving the landlord 60 days prior written notice to the expiration of the Lease or the renewal period.

In case of renewal, rent of each option period shall:

Not increase

Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the Lease or renewal period.

Increase by _____ %

Increase by _____ dollars.

4. Base Rent

The net monthly rental shall be _____, payable monthly with the first payment due upon the commencement of this Agreement and each monthly installment shall be payable thereafter on the _____ day of each month ("Base Rent").

5. Security Deposit

The Tenant agrees to deposit with the Landlord the sum of _____ dollars as security deposit for full performance by the Tenant of all the terms of this Agreement herein required to be performed by the Tenant.

Such sum shall be returned to the Tenant without interest after the expiration of the Agreement, provided that the Tenant has fully carried out all of the terms of this Agreement.

In the event of a bona fide sale of the property, of which the Premises is a part, the Landlord shall have the right to transfer the security deposit to the purchaser to be held under the terms of this Agreement and the Landlord shall be released from the obligation to return the security deposit to the Tenant.

6. Taxes

Personal Property Taxes - The Tenant shall be liable for all the taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Premises.

7. Expenses

If it is the intention of the Parties that this Agreement be considered a "Gross Commercial Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Tenant shall not pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises.

If it is the intention of the Parties that this Agreement shall be considered a "Triple Net Commercial Lease";

Operating Expenses. The Landlord shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Tenant hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Agreement and any extensions thereof in accordance with specific

provisions hereinafter set forth.

Taxes. Tenant shall pay, during the term of this Agreement, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Agreement.

8. Leasehold Improvements

The Tenant acknowledges that no improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the Premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements which are compliant with the state or federal laws made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Agreement.

9. Obligations of the Tenant

The Tenant agrees to be responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention.

The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules, regulations or ordinances.

The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

10. Insurance

In the event of any damage to or destruction of the Premises, Tenant shall be responsible for settling all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Premises.

11. Sublet/Assignment

The tenant may not transfer or assign this Agreement or any right or interest hereunder or sublet said leased Premises or any part thereof without the prior written consent of the Landlord.

12. Default

In the event that;

- a) Tenant fails to make the monthly payment received by the Landlord _____ or more days subsequent to the due date,
- b) Tenant has caused a lien to be filed against the Premises and said lien is not removed within 30 days of recordation thereof,
- c) Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default,

The Landlord then shall be entitled to exercise one of the following rights;

Interest at a rate of _____ percent per annum on a daily basis until the amount is paid in full.

Late fee of _____ dollars per day until the amount is paid in full.

13. Indemnification

The Tenant hereby agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises.

14. Miscellaneous

Usage by Tenant

Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building.

Entire Agreement

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

15. Governing Law

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

IN WITNESS WHEREOF, the parties hereby signed this Agreement on _____.

Signature of the Landlord

Signature of the Tenant



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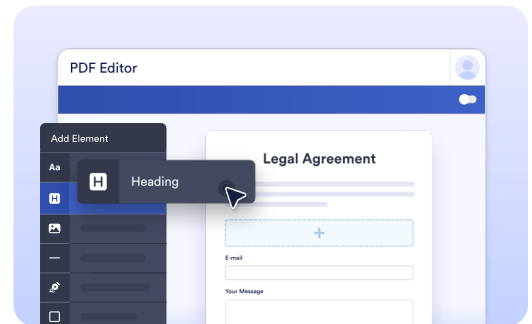
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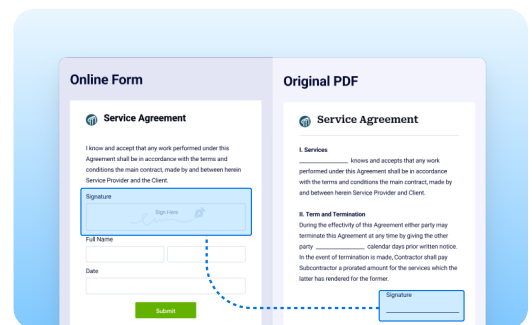
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