

Commercial Lease Agreement

A lease for a shop, office, warehouse or other business premises. Template v1.0.

Date of this lease: _____

Landlord: _____

Tenant: _____

1. Premises

The Landlord leases to the Tenant the premises at this address, with the right to use the common areas of the building along with others (the Premises):

Approximate size: _____

2. Permitted use

The Tenant may use the Premises only for: _____

The Tenant gets any business licence its use needs and follows the laws and building rules that apply to that use.

3. Term and renewal

The lease starts on: _____

Length of the lease: _____

Option to renew: _____

If the Tenant has an option to renew, it uses it by written notice within the time stated above while it is not in default. If the Tenant stays on after the lease ends with the Landlord's agreement, it does so month to month on the same terms.

4. Base rent

Base rent per month: _____

The rent is due in advance on this day of each month: _____

Rent increases: _____

The Tenant pays the rent on time to the account the Landlord names in writing. Any sales or similar tax on the rent is paid as the law requires.

5. Additional rent

On top of the base rent, the Tenant pays:

Where the Tenant pays a share of costs, the Landlord gives the Tenant a yearly statement of the actual costs, and the parties settle any difference within 30 days after it. The Tenant may inspect the Landlord's records of those costs on reasonable notice.

6. Security deposit

Security deposit: _____

The Landlord may use the deposit, after written notice to the Tenant, to cover rent or other amounts the Tenant owes, and the Tenant then tops it up. The Landlord returns the balance, with any interest the law requires, within 30 days after the lease ends and the Tenant leaves.

7. Maintenance and repairs

The Tenant maintains and repairs the interior of the Premises, including its fixtures, doors, glass and the equipment that serves only the Premises, and keeps it clean and safe. The Landlord maintains and repairs the structure, the roof, the foundations, the common areas and the building systems that serve more than the Premises, such as the main heating, cooling, plumbing and electrical systems. Each party pays for damage its own negligence causes.

8. Alterations

The Tenant makes no structural change, and no other alteration beyond minor decoration, without the Landlord's written consent, which the Landlord does not unreasonably withhold. The Tenant uses qualified contractors, gets any permits and pays for its alterations. When the lease ends, the Tenant removes its signage and any alteration the Landlord asked in writing to be removed when it consented, and repairs any damage the removal causes.

9. Insurance

The Tenant carries this insurance for the whole term:

The Landlord insures the building for its replacement value. Each party gives the other proof of its insurance on request.

10. Assignment and subletting

The Tenant may not assign this lease or sublet any part of the Premises without the Landlord's written consent, which the Landlord does not unreasonably withhold or delay. The Tenant stays responsible under this lease after an assignment unless the Landlord releases it in writing.

11. Access

The Landlord may enter the Premises at reasonable times after reasonable notice to inspect them, make repairs, or show them to buyers, lenders and, in the last six months of the term, new tenants. In an emergency the Landlord may enter without notice. The Landlord keeps any disruption to the Tenant's business as small as it reasonably can.

12. Default and remedies

Time the Tenant has to fix a default after written notice:

If the Tenant does not pay rent, or breaks another term of this lease, and does not fix it within that time after written notice, the Landlord may end this lease and use the other remedies the law allows, including recovering its losses. If the Landlord breaks a term of this lease and does not fix it within a reasonable time after written notice, the Tenant may use the remedies the law allows. Each party takes reasonable steps to limit its losses.

13. End of the lease

When the lease ends, the Tenant leaves the Premises clean and in good repair, except for normal wear and tear and damage the Tenant is not responsible for, and returns all keys. The Tenant removes its furniture, equipment and stock. The Landlord may remove anything left behind after 15 days' written notice, at the Tenant's cost, as the law allows.

14. Governing law

This lease is governed by the laws of:

15. Whole agreement

This lease, with any schedule or addendum both parties sign, is the whole agreement about the Premises. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest of the lease still applies.

Tenant address for notices (the Tenant fills this in):

Tenant

Signature

Name

Date

Title

Landlord

Signature

Name

Date

Title