

## Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective \_\_\_\_\_ **[Date]**, by and between \_\_\_\_\_ **[Landlord]** ("Landlord") and \_\_\_\_\_ **[Tenant]** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as

\_\_\_\_\_ **[Address of Building]** and legally described as follows (the "Building"):

\_\_\_\_\_ **[Legal Description of Building]**

Landlord makes available for lease a portion of the Building designated as \_\_\_\_\_ **[Suite or Other Number of Leased Building]** (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning \_\_\_\_\_ **[Start Date]** and ending \_\_\_\_\_ **[End Date]**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of \_\_\_\_\_ **[Renewal Term]**. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \_\_\_\_\_ **[Annual Rent]** per year, payable in installments of \_\_\_\_\_ **[Monthly Rental Amount]** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at

\_\_\_\_\_ **[Landlord's Designated Payment Address]** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \_\_\_\_\_ **[Security Deposit]**.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \_\_\_\_\_ **[Annual Rent in Renewal Term]** per year payable in installments of \_\_\_\_\_ **[Monthly Rental Amount]** per month.

### 3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### 4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### 5. Repairs.

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