

MINNESOTA COMMERCIAL LEASE AGREEMENT

This lease is made between _____, herein called Lessor, and

_____, herein called Lessee, agree upon the following TERMS and CONDITIONS:

1) Property: Lessee hereby offers to lease from Lessor the premises situated in the City of _____, County of _____

_____, State of _____, described as: _____, herein called

premises, which comprises approximately ____% of the total square footage of rentable space in the entire property.

2) Lease Term: The term shall be for a term of _____ years, commencing on _____, 20__ and terminating on _____, 20__, or sooner as provided herein.

3) Base Rent: Annual rental amount of _____ Dollars (\$_____) payable in equal installments in advance

on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to

Lessor, at the following address _____.

4) Rental increases:

a) \$_____, commencing with the 13th month and upon each 12 months thereafter, percentage increase

based on _____.

b) \$_____, step one, increase commencing _____ and ending _____.

\$_____, step two, increase commencing _____ and ending _____.

\$_____, step three, increase commencing _____ and ending _____.

\$_____, step four, increase commencing _____ and ending _____.

c) \$ _____, commencing with the 13th month and upon each 12 months thereafter rent shall be adjusted

according to any increase in the U.S. Consumer Price Index (CPI) of the Bureau of Labor Statistics of the Department of

Labor for All Urban Consumers for the City of _____.

d) In accordance with the attached rent schedule.

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A. Sample Lease Agreement

This sample Lease is intended to help you understand how all of the terms and details will look in the

contract. This sample Lease contains the most common Clauses and Conditions. However, your Lease may

look different and contain different Clauses. This is because there are so many different lease types and

terms. The following section will provide additional Lease Clauses, and you can look there for a Clause

that you do not find in the sample Lease.e) Other:

_____.

5) Security Deposit: Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$

_____) as security deposit for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to

cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the

full deposit on hand at all times during the term of this lease. No interest will be paid on security deposit, unless required

by local ordinance.

6) Use: Lessee shall use and occupy the premise for the sole purpose of

_____.

_____ . The

premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

7) Late Charge, Interest, NSF check: Tenant acknowledges that either late payment of Rent or issuance of NSF check may

cause Lessor to incur costs and expenses and Lessee agrees that these charges represent a fair and reasonable estimate of

the cost Lessor may incur due to Lessee's late or NSF payment. If any installment or Rent due from Lessee is not received

by Lessor within 5 calendar days after due, or if a check is returned NSF, Lessee shall pay to Lessor, _____ Dollars

(\$_____) as late charge, and if applicable, NSF fee, which shall not be deemed additional Rent.

8) Possession: If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any rent until possession is delivered. Lessee may terminated this lease if possession is not delivered within days of

the commencement of the term hereof.

9) Alterations: Lessee shall not, make any alterations, additions, or improvements, in or about the premises, without first

obtaining the written consent of Lessor. Any alterations to the premises shall be done according to Law and with required

permits.

10) Condition of premises: Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated

herein.

11) Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and

federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting

the use thereof by Lessee.

12) Assignment and Subletting: Lessee shall not assign this lease or sublet any portion of the premises without prior written

consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall

be void and, at the option of the Lessor, may terminate this lease.

13) Care and Maintenance of Premises: Lessee shall, at his own expense and at all times, maintain the premises in good and

safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear

and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, _____.

14) Utilities: All applications and connections for necessary utility services on the demised premises shall be made in the name

of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas,

electricity, and telephone services.

15) Common Area Expenses: In the event the premises are situated in a shopping center or in a commercial building in which

there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common

area.

1716) Entry and Inspection: Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and

upon reasonable notice, for the purposes of inspecting the same, and will permit Lessor at any time within sixty (60) days

prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons

desiring to lease the same to inspect the premises thereafter.

17) Indemnification of Lessor: Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any

property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim

for damages, no matter how caused.

18) Tax Increase: In the event there is any increase during any year of the term of this lease in the City, County or State real

estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an

amount equal to _____% of the increase in taxes upon the land and building in which the leased premises are situated.

In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall

be proportionate to the portion of the lease term included in such year.

19) Insurance: Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall carry liability insurance in amount of not less than \$_____ dollars (\$_____). Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day

written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by

insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and

all rights of subrogation which might otherwise exist.

20) Eminent Domain: If the premises or any part thereof or any estate therein, or any other part of the building materially

affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title

vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any

rent paid for and period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for

such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned

by Lessee, and for moving expenses.

21) Destruction of Premises: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled

to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs

cannot be made within sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such

repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event

that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the

replacement cost, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

22) Heirs, Assigns, Successors: This lease is binding upon and passes on to the benefit of the heirs, successors in interest to

the parties.

23) Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the

property.

24) Lessor's Remedies on Default: If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does

not cure any such default within ___ days, after the giving of such notice or if such other default is of such nature that

it cannot be completely cured within such period, if Lessee does not commence such curing within such ___ days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this lease

on not less than ___ days notice to Lessee.

On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the

premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by

Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or

other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

25) Tenancy Statement (Estoppel Certificate): Lessee shall execute and return a tenancy statement, delivered to Lessor,

within 3 days after receipt. Tenant shall also prepare, execute, and deliver to Lessor any financial statement reasonably

requested by a prospective lender or buyer.

26) Attorney's Fees: In case suit should be brought for recovery of the premises or for any sum due hereunder, or because

of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to

all costs incurred in connection with such action, including reasonable attorney's fees.

27) Option to renew: Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to

renew the lease for an additional term of ____ months commencing at the expiration of the initial lease term. All of

the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum

of \$_____. The option shall be exercised by written notice given to Lessor not less than _____ days

prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

28) Notices: Any notice which either party may, or is required to give, shall be given by mailing, postage prepaid, to Lessee

at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from

time to time.

29) Other Terms and Conditions:

30) Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in

a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties'

execution hereof:

Lessor: _____ Date: _____

Lessee: _____ Date: _____