

Checklist of Matters to be Considered in Drafting a Lease of a Commercial Building

1. Name and address of Lessor.
2. Name and address of Lessee.
3. Description of demised premises.
 - Size of demised premises in square feet.
 - Attached floor plan depicting extent of premises.
 - List of facilities.
4. Term of lease.
 - Date term commences.
 - Date and hour term expires.
 - Rental
 - Agreement by lessee to pay specified rent.
 - Total amount of rent for entire lease term.
 - Amount of each periodic installment.
 - Time and place of payment.
 - Percentage instead of or in addition to fixed rent (if applicable).
 - Minimum rent under percentage lease (if applicable).
 - Provisions for abatement of rent.
5. Acceptance of premises by lessee.
 - Condition on acceptance.
6. Statement of rights and responsibilities with respect to repairs, alterations, and modifications.
7. Designation of liability for real and personal property taxes.
8. Designation of liability for utilities.
9. Restrictions on use of premises.
10. Access to premises.
 - Description of entrance and exit routes.
 - Description of common premises for use of all tenants.
 - Parking facilities.
11. Advertising restrictions.
12. Right of lessor to enter premises for inspection and repairs.
13. Rules and regulations to be followed by lessee and by guests and invitees of lessee.

14. Responsibilities of parties for maintaining casualty, fire, property damage, and personal injury insurance.
15. Assignment and sublease provisions.
16. Effect of partial or total destruction of premises.
17. Effect of partial or total condemnation.
18. Option to renew lease.
 - Term of renewal.
 - Rental during renewal term.
 - Time and manner of exercising option.
19. Option to purchase demised premises (if applicable).
 - Purchase price.
 - Time and manner of exercising option.
20. Termination provisions.
21. Default or breach by lessee.
 - Lessor's right of reentry and reletting.
 - Termination and forfeiture.
 - Legal and equitable remedies available to parties.
22. Surrender of premises; effect of holdover.
23. Severability.
24. No Waiver.
25. Governing Law.
26. Notices.
27. Attorney's Fees.
28. Mandatory Arbitration.
29. Statement that Agreement is the entire agreement.
30. Modification of Agreement must be in writing.
31. Date.
32. Signatures.

