



Commercial Lease Agreement (Page 1 of 3)

This Commercial Lease Agreement ("Lease") is made and effective _____, by and between _____ ("Landlord") and _____ ("Tenant").

Landlord is the owner of land and buildings commonly known and numbered as _____ (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 and Rent. Landlord demises the above premises for a term of _____ years, commencing, and terminating on _____, or sooner as provided herein at the annual rental of _____ Dollars (\$ _____), payable in equal installment 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 Landlord, at the address specified below:

Address _____
City _____
State _____ Zip Code _____

- 2. Use. Tenant shall use and occupy the premises for The premises shall be used for no other purpose. Landlord represents that the premises may lawfully be used for such purpose.
3. Care and Maintenance of Premises. Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant 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. Tenant shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations which shall be maintained by Landlord. Tenant shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Landlord.
4. Alterations. Tenant shall not, without first obtaining the written consent of Landlord, make alterations, additions, or improvements, in, to or about the premises.
5. Ordinances and Statutes. Tenant 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 Tenant.
6. Assignment and Subletting. Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.
7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of the Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
8. Entry and Inspection. Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" of "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. Possession. If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this lease if possession is not delivered within sixty (60) days of the commencement of the term hereof.



- 10. Indemnification of Landlord.** Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property occurring on the demised premises or any part thereof, and Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused.
- 11. Insurance.** Tenant, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with minimum coverage as follows:

Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
- 12. Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when the 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 any period beyond that date shall be repaid by Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.
- 13. Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Tenant shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under the existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the premises. If such repairs cannot be made within said sixty (60) days, Landlord, 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 Landlord shall not elect to make such repairs which cannot be made within said 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 costs thereof, Tenant 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.
- 14. Landlord's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days, after giving of such notice (or if such other default), then Landlord may terminate this lease on not less than thirty (30) days notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, without extinguishing Tenant's liability. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
- 15. Security Deposit.** Tenant shall deposit with Landlord on the signing of this lease the sum of _____

Dollars (\$ _____) as security for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease.
- 16. Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.
- 17. Common Area Expenses.** In the event demised premises are situated in a shopping center or in a commercial building in which there are common areas, Tenant agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.
- 18. Attorney's Fees.** In case suit should be brought for recovery of 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 a reasonable attorney's fee.



- 19. **Waiver.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.
- 20. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the premises, or Landlord at the address specified above, or at such other places as may be designated by the parties from time to time.
- 21. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
- 22. **Option to Renew.** Provided that the Tenant is not in default in the performance of this lease, Tenant shall have the option to renew the lease for an additional term of 12 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 Landlord not less than 60 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.
- 23. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
- 24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____

By Landlord Signature: _____

By Tenant Signature: _____

Email completed forms to
ChangeToSunoco@sunocoinc.com
or mail your completed forms to:

Attn: **Jessica Kennedy**
Sunoco, Inc.
10 Industrial Highway - Bldg G - MS4
Lester, PA 19029