

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made on [date] between:

Landlord: [Landlord's full legal name or company name], a [state and entity type, e.g. "Florida limited liability company", or "an individual"], of [address] ("Landlord"), and

Tenant: [Tenant's full legal business name], a [state and entity type], of [address] ("Tenant").

1. Premises

Landlord leases to Tenant the space at [street address, suite or unit number, city, state, ZIP], of approximately [number] square feet, as shown in the attached description or floor plan (the "Premises"). Tenant may use the following common areas in common with others: [e.g. parking lot, restrooms, loading dock, or "None"].

2. Permitted Use

Tenant will use the Premises only for [describe the business use] and for no other purpose without Landlord's written consent. Tenant is responsible for obtaining any business licenses and permits its use requires. Landlord states that, to Landlord's knowledge, the Premises may be used for the permitted use under current zoning, and Tenant has had the chance to confirm this independently.

3. Term

The Lease term begins on [start date] and ends on [end date].

Renewal option: ☐ None ☐ Tenant may renew for [number] additional term(s) of [length] each, by giving Landlord written notice at least [number] days before the Lease ends, at a rent of [\$ amount or method, e.g. "the then-current rent increased by 3%"], as long as Tenant is not in default.

4. Rent

Tenant will pay base rent of [\$ amount] per month, due on the [day] day of each month, by [payment method]. Rent will increase by [percentage or \$ amount] on each anniversary of the start date, or as follows: [schedule].

If rent is not received within [number] days after it is due, Tenant will pay a late fee of [\$ amount or percentage].

5. Lease Type and Operating Costs

☐ **Gross lease.** Base rent includes property taxes, building insurance, and common area maintenance. Tenant pays only its own utilities and costs listed in Section 7.

☐ **Triple net lease.** In addition to base rent, Tenant pays its share of property taxes, building insurance, and common area maintenance for the property. Tenant's share is [percentage]%. Tenant will pay an estimated [\$ amount] per month with rent, and Landlord will provide a statement of actual costs within [number] days after each year ends, with any overpayment credited or refunded and any shortfall paid within 30 days.

☐ **Modified gross lease.** The following costs are paid as shown: property taxes [Landlord / Tenant]; building insurance [Landlord / Tenant]; common area maintenance [Landlord / Tenant]; [other].

6. Security Deposit

Tenant will pay a security deposit of [\$ amount] on or before [date]. Landlord may apply the deposit to unpaid rent or costs of repairing damage caused by Tenant beyond normal wear and tear. Landlord will return the balance, with an itemized list of any deductions, within [number] days after the Lease ends and Tenant surrenders the Premises.

7. Utilities

Tenant will pay for the following utilities and services to the Premises: [e.g. electricity, gas, internet, phone, janitorial]. Landlord will provide: [e.g. water, trash, or "None"].

8. Maintenance and Repairs

Landlord will maintain and repair the roof, foundation, structural walls, and [building systems, e.g. main plumbing, electrical and HVAC lines serving the Premises], and the common areas.

Tenant will keep the interior of the Premises clean and in good repair, including [e.g. interior walls, floors, doors, fixtures, and Tenant's own equipment], and will promptly notify Landlord in writing of any needed repair that is Landlord's responsibility.

9. Improvements and Alterations

Tenant may not make alterations, additions, or improvements to the Premises without Landlord's prior written consent, which Landlord will not unreasonably withhold for non-structural work. Landlord will contribute [\$ amount, or "nothing"] toward Tenant's initial improvements. At the end of the Lease, improvements attached to the Premises ☐ stay with the Premises ☐ must be removed by Tenant, with any damage repaired, unless Landlord agrees otherwise in writing. Tenant's movable equipment and trade fixtures remain Tenant's property.

10. Signs

Tenant may install signs identifying its business, subject to Landlord's reasonable approval of size and location and to local sign rules.

11. Insurance

Tenant will carry commercial general liability insurance of at least [\$ amount] per occurrence, naming Landlord as an additional insured, and insurance on its own property in the Premises. Landlord will carry insurance on the building. Each party will give the other a certificate of insurance on request.

12. Indemnity

Each party will defend and hold the other harmless from third-party claims to the extent caused by its own negligence, willful misconduct, or breach of this Lease, or that of its employees, agents, or contractors.

13. Access

Landlord may enter the Premises during business hours after giving at least [number] hours' notice to inspect, repair, or show the Premises, and at any time in an emergency. Landlord will try to limit disruption to Tenant's business.

14. Assignment and Subletting

Tenant may not assign this Lease or sublet any part of the Premises without Landlord's written consent, which Landlord will not unreasonably withhold, condition, or delay. Unless Landlord agrees otherwise in writing, Tenant remains responsible under this Lease after any assignment or sublease.

15. Default

Tenant is in default if it fails to pay rent within [number] days after written notice that it is overdue, or fails to fix any other breach within [number] days after written notice (or, if the breach cannot reasonably be fixed in that time, fails to start fixing it and continue diligently). If Tenant defaults, Landlord may use the remedies available under the law of the State named below, including ending the Lease through the required legal process. If Landlord fails to meet its obligations after similar notice, Tenant may use the remedies available under law.

16. Surrender

At the end of the Lease, Tenant will return the Premises broom-clean and in good condition, except for normal wear and tear and damage Landlord must repair, and return all keys.

17. Notices

Notices must be in writing and delivered by hand, by a nationally recognized courier, by certified mail, or by email with a copy by one of the other methods, to:

- Landlord: [address and email]
- Tenant: [address and email]

18. General Terms

Entire agreement. This Lease and its attachments are the entire agreement between the parties about the Premises.

Amendments. Any change must be in writing and signed by both parties.

Governing law. This Lease is governed by the laws of the State of [State].

Severability. If any part of this Lease is found invalid, the rest stays in effect.

Authority. Each person signing for a business confirms they are authorized to sign this Lease on its behalf.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Landlord

Signature: _____

Name: [full name]

Title: [title, if signing for a company]

Date: [date]

Tenant

Signature: _____

Name: [full name]

Title: [title, if signing for a company]

Date: [date]