



SAMPLE FOR REVIEW ONLY

COMMERCIAL LEASE

This lease is made between _____ of _____, herein called Lessor, and _____, of _____, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of _____, County of _____, State of _____, described as _____, upon the following TERMS:

1. **Term and Rent.** Lessor offers the above premises for a term of _____ years, beginning _____, 19____, and ending on _____, 19____, or sooner as provided at the yearly rent of Dollars (\$_____), payable in equal instalments in advance on the first day of each month for that month's rental, during the lease term. All rental payments shall be made to Lessor, at the address specified above.
2. **Use.** Lessee shall use the premises for _____ only.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee will maintain the premises in good and safe condition. Lessee shall be responsible for all repairs required, except the roof, exterior walls, structural foundations, and others as set forth: _____
4. **Alterations.** Lessee will not, without first obtaining the written consent of Lessor, make any alterations, or improvements, in, to or about the premises.
5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all local, state and federal authorities now and in the future, relating to the premises, affecting the use thereof by Lessee.
6. **Assignment and Subletting.** Lessee will not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will, at the option of the Lessor, terminate this lease.
7. **Utilities.** Lessee will pay the following utilities: _____

Lessor will pay the following utilities: _____



- 8. Possession.** If Lessor is unable to deliver possession of the premises at the commencement, Lessor shall not be liable for any damage caused, nor will this lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ days of the commencement of the term hereof.
- 9. Indemnification of Lessor.** Lessor will 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 claims for damages, no matter how caused.
- 10. Insurance.** Lessee, at his expense, shall maintain the following type of insurance coverage and public liability insurance: _____
- Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate will provide for a fifteen-day written notice to Lessor in the event of cancellation or material change of coverage.
- 11. Trade Fixtures.** All improvements made by Lessee to the premises which are attached to the premises such that they cannot be removed without material injury to the premises, will become the property of Lessor upon installation. Not later than the last day of the term, Lessee will, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and return the premises in as good condition as they were at the beginning of the term. All property of Lessee remaining on the premises after the last day of the term of this lease will be considered abandoned and may be removed by Lessor, and Lessee will reimburse Lessor for the cost of such removal.
- 12. 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 premises, are taken by eminent domain, this lease will terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to Lessee. Lessee will 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.
- 13. Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor will 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 will not terminate this lease, except that Lessee will 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 Lessee on the premises. If such repairs cannot be made within said 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 will not make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.



- 14. 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 hereto, 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 lawful means and remove Lessee or other occupants and their effects.
- 15. Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of Dollars (\$ _____) as security for the performance of Lessee's obligations under this lease.
- 16. 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.
- 17. Common Area Expenses.** In the event the demised premises are situated such that there are common areas, Lessee 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 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 a reasonable attorney's fee.
- 19. Waiver.** No failure of Lessor 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 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.
- 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. 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:



2319 N Andrews Avenue Ft. Lauderdale, FL 33311 (800) 382-1040 franchiseaccounting.com

Dated

Dated

Lessor

Lessee

Address

Address

Phone

Phone