

### **SAMPLE Lease Agreement**

This Lease is made between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant"). Tenant hereby offers to lease from Landlord the premises located in the City of \_\_\_\_\_, State of \_\_\_\_\_, with a common address of \_\_\_\_\_ (the "Premises"), upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

#### **TERMS AND CONDITIONS**

- 1. Use of Premises.** Tenant shall use and occupy the Premises for the purpose of \_\_\_\_\_. The Premises shall be used for no other purpose without the Landlord's written permission.
- 2. Term and Rent.** Landlord leases to Tenant the above Premises for a term of \_\_\_\_ year(s), beginning on \_\_\_\_\_ and terminating on \_\_\_\_\_, at the annual rental of \$\_\_\_\_\_, payable in equal monthly 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 Landlord at the address specified below. Tenant shall vacate the premises on or before the date of termination of the lease noted above or such earlier date of termination as provided for by this agreement, unless the lease is renewed for an additional term or terms.
- 3. Default.** If the tenant cannot make payment of rent within \_\_\_\_\_ days of due date, the Landlord will send the Tenant a written notice of delinquency. If the Tenant continues to forego payment for \_\_\_\_\_ additional days, the Landlord may declare the Lease terminated by Tenant default.

Other provisions:
- 4. Renewal.** Tenant may renew the Lease for an additional term of \_\_\_\_\_, upon the mutual agreement of Landlord. Tenant may exercise the renewal option by giving written notice to the Landlord no fewer than \_\_\_\_\_ days prior to the expiration of the initial term. The renewal term shall be at the rental set forth above and otherwise upon the same conditions and provisions as provided in this Lease.
- 5. Subletting.** Tenant may not sublet any portion of the Premises without written consent of the Landlord. Any subletting without consent shall be void and may terminate this Lease.

- 6. Maintenance and Repair of Premises.** Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated. Tenant shall, at his own expense and at all times, maintain the Premises in good and safe condition, including floors, walls, ceilings or any other system or equipment upon the Premises. Tenant shall also maintain sidewalks, driveways, lawns and foliage.

The Landlord shall maintain the following: roof, exterior walls, structural foundations and any other item listed below:

\_\_\_\_\_.

- 7. Alterations and Improvements.** Tenant must obtain the written consent of the Landlord before making any alternations, additions or improvements to the Premises.
- 8. Utilities.** Tenant shall be solely liable for utility charges as they become due, including those for electricity, gas, sewer, water and telephone services. In the event that any utility is not separately metered, the Landlord shall pay the amount due and separately invoice Tenant for Tenant's prorated share of the charges.
- 9. Entry and Inspection.** Tenant shall permit the Landlord or Landlord's representatives to enter the Premises at reasonable times and upon reasonable notice, to inspect the Premises, and will permit the Landlord at any time within \_\_\_\_\_ days prior to the expiration of this Lease, to place "For Lease" signs around the Premise.
- 10. Indemnity.** The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises. Upon signing the Lease, the Tenant agrees to indemnify and hold the Landlord harmless from any claims for damages, except for those caused by the negligence or unlawful conduct of the Landlord.
- 11. Laws, Ordinances and Statutes.** The Tenant shall comply with all applicable local and state laws, ordinances and statutes affecting the Premises or use of the Premises.
- 12. Insurance.** The Tenant, at the Tenant's expense, shall maintain general liability insurance including bodily injury and property damage insuring the Tenant and the Landlord with minimum coverage as follows:

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The Tenant shall provide the Landlord with a Certificate of Insurance showing the Landlord as additional insured. The certificate shall provide for a \_\_\_\_\_-day written notice to the Landlord in the event of cancellation or change of coverage.

- 13. Property Taxes.** The Tenant shall be liable for all taxes levied and trade fixtures owned or placed by the Tenant in the Premises. The Landlord shall deliver a copy of any real estate taxes to the Tenant, and the Tenant shall pay the Landlord no later than \_\_\_\_\_ days after the balance becomes due.
- 14. Destruction of Premises.** In the event of a partial destruction of the Premises during the term from any cause, the Landlord will repair damage, provided that such repairs can be made within \_\_\_\_\_ days under existing laws and regulations. Such destruction shall not terminate this Lease; instead, the Tenant shall be entitled to a proportionate reduction of rent while repairs are being made. If said repairs cannot be made within said \_\_\_\_\_ days, the Landlord may make the repairs within a reasonable time. If the Landlord does not elect to make such repairs, which cannot be made within \_\_\_\_\_ days, the Tenant may terminate the Lease. Total destruction of the building shall terminate this Lease.
- 15. Eminent Domain.** If the Premises or any part thereof, or any other part of the building materially affecting Tenant's use of the Premises, is taken by eminent domain, this Lease shall be terminated. 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 to the Tenant. The parties shall make their individual claims for the award, which shall be distributed according to law.
- 16. Quiet Possession.** The Landlord shall leave the Tenant in a peaceful and undisturbed manner during the term of the Lease.
- 17. Signage.** The Tenant shall be allowed to erect, at the Tenant's expense and in accordance with any applicable laws and ordinances, signs on any portion of the Premises.
- 18. Security Deposit.** The Tenant agrees to pay the amount of \$\_\_\_\_\_ upon execution of the Lease as a security deposit to be used in the event of a default by the Tenant of the obligations under the Lease. The Landlord may take money from the security deposit to pay for damages caused by the Tenant or to pay for any unpaid rent owed by the Tenant. In the event of a withdrawal due to damages caused by the Tenant, the Landlord will send the Tenant a list of damages and the amount of money taken from the security deposit. The Landlord agrees to send any security deposit left over to the Tenant within \_\_\_\_\_ days of the termination of the Lease.
- 19. Waiver.** Any waiver, consent or approval on the part of the Landlord must be in writing and shall be effective only to the extent specifically set forth in the writing. No delay or omission by the Landlord in the exercise of any right or remedy with respect to any one occasion shall impair the Landlord's ability to exercise the right or remedy in the same or on another occasion. One or more waivers by the Landlord or the Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- 20. Notices.** Any notice which either party may or is required to give shall be personally delivered or mailed by certified mail to the Tenant or the Landlord at the following addresses:

**21. Successors and Assigns.** The provisions of this Lease are binding upon the Landlord and the Tenant and their respective legal representatives, successors and assigns.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of \_\_\_\_\_.

Landlord’s Signature

Date

Tenant’s Signature

Date