# COMMERCIAL LEASE AGREEMENT

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS COMMERCIAL LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date], by and between:**

LANDLORD:

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**City, State ZIP:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT(S):

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Additional Tenant:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROPERTY:

**Street Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**Unit #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**City:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**State:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
**ZIP Code:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, solely for residential purposes, the premises designated above (the "Premises"), together with the fixtures and appliances within the Premises, if any, under the following terms and conditions:*

## 1. TERM

1.1 Initial Term: This Agreement shall commence on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Start Date]** and continue until **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [End Date]** ("Initial Term").

1.2 Holdover: If Tenant remains in possession of the Premises with the consent of Landlord after the expiration of the Initial Term, this Agreement shall be automatically renewed on a month-to-month basis subject to termination by either party with written notice of at least **\_\_\_\_\_\_\_\_** days prior to the desired termination date.

## 2. RENT

2.1 Monthly Rent: Tenant agrees to pay Landlord the sum of $**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** per month as rent, payable in advance on the **\_\_\_\_\_\_** day of each month during the term of this Agreement.

2.2 Payment Method: Acceptable payment methods include: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (e.g., check, money order, electronic payment).

2.3 Late Fees: If rent is not received by Landlord on or before **\_\_\_\_** days after the due date, Tenant shall pay a late fee of $**\_\_\_\_\_\_\_** plus $**\_\_\_\_\_\_** per day until the full rent is paid.

2.4 Returned Checks: Tenant shall pay $**\_\_\_\_\_\_\_** for each returned check or rejected electronic payment plus applicable late fees.

## 3. SECURITY DEPOSIT

3.1 Amount: Upon signing this Agreement, Tenant shall pay to Landlord the sum of $**\_\_\_\_\_\_\_\_\_\_\_\_\_** as a security deposit.

3.2 Deposit Holding: Landlord shall hold the security deposit in **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** [describe account] in accordance with applicable state and local laws.

3.3 Return of Deposit: Within **\_\_\_\_\_\_** days after Tenant vacates the Premises, Landlord shall return the security deposit with an itemized statement of any deductions as allowed by law.

## 4. UTILITIES AND SERVICES

4.1 Landlord Responsibilities: Landlord shall be responsible for the payment of the following utilities and services:  
☐ Water  
☐ Sewer  
☐ Garbage/Recycling  
☐ Electricity  
☐ Gas  
☐ Internet  
☐ Cable/Satellite TV  
☐ Other: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

4.2 Tenant Responsibilities: Tenant shall be responsible for the payment of all other utilities and services not specifically listed as Landlord's responsibility.

## 5. MAINTENANCE AND REPAIRS

5.1 Tenant Obligations: Tenant shall maintain the Premises in a clean, sanitary, and safe condition. Tenant shall promptly notify Landlord of any maintenance or repair needs.

5.2 Landlord Obligations: Landlord shall maintain the Premises in compliance with applicable housing codes affecting health and safety and make necessary repairs with reasonable promptness.

5.3 Alterations: Tenant shall not make alterations, additions, or improvements to the Premises without prior written consent from Landlord.

## 6. USE AND OCCUPANCY

6.1 Residential Use: The Premises shall be used solely as a residential dwelling. Tenant shall not use the Premises for business or commercial purposes.

6.2 Occupants: The Premises shall be occupied only by the following persons:  
**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  
**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## 7. PETS

7.1 Pet Policy: ☐ No pets are allowed on the Premises.  
☐ Pets are allowed subject to the following conditions:  
Type/Breed: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  
Weight restriction: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  
Pet deposit/fee: $**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## 8. ACCESS

8.1 Landlord Access: Landlord may enter the Premises for inspection, repairs, or to show the property to prospective tenants or purchasers after providing **\_\_\_\_\_\_** hours' notice, except in cases of emergency.

## 9. DEFAULT AND TERMINATION

9.1 Tenant Default: If Tenant fails to pay rent when due, violates any term of this Agreement, or misrepresents any material fact on the rental application, Landlord may terminate this Agreement by providing written notice as required by law.

9.2 Abandonment: If Tenant abandons the Premises, Landlord may re-enter and re-let the Premises as provided by law.

## 10. COMMERCIAL SPECIFIC PROVISIONS

10.1 Use of Premises: The Premises shall be used for the following business purpose: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

10.2 Signage: Tenant may install signage subject to the following conditions: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

10.3 Property Modifications: Tenant may make the following modifications to the property: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

10.4 Common Areas: Tenant shall have access to the following common areas: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## 11. MISCELLANEOUS PROVISIONS

11.1 Governing Law: This Agreement shall be governed by the laws of the State of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

11.2 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements.

11.4 Amendments: This Agreement may be modified only by a written instrument signed by both Landlord and Tenant.

## SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Landlord Date | Tenant Date |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Tenant Date Additional Tenant Date

## LEGAL DISCLAIMER

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