COMMERCIAL LEASE AGREEMENT

1. 1. Parties and Premises

This Commercial Lease Agreement (the "Lease") is made effective as of [EFFECTIVE DATE] between [LANDLORD NAME], a [ENTITY TYPE] with a notice address at [LANDLORD ADDRESS] (the "Landlord"), and [TENANT NAME], a [ENTITY TYPE] with a notice address at [TENANT ADDRESS] (the "Tenant"). The Landlord leases to the Tenant the premises known as [SUITE OR UNIT NUMBER] at [PROPERTY ADDRESS], containing approximately [RENTABLE SQUARE FEET] rentable square feet (the "Premises"), located in the building containing approximately [BUILDING SQUARE FEET] rentable square feet (the "Building"). The Tenant proportionate share of Building expenses is [TENANT PRO RATA SHARE PERCENT], calculated by dividing the rentable area of the Premises by the rentable area of the Building. The Tenant also has the non-exclusive right to use the common areas of the property, subject to the reasonable rules and regulations of the Landlord.

2. 2. Permitted Use and Exclusivity

The Tenant may use the Premises only for [PERMITTED USE, e.g., general office, retail sale of apparel, light assembly and warehousing] and for no other purpose without the prior written consent of the Landlord. The Tenant will not use the Premises in any way that violates zoning, any certificate of occupancy, any recorded restriction, or any applicable law, and will obtain and maintain at its own cost every license and permit its business requires. The Tenant will not create a nuisance, an odor, excessive noise, or vibration that interferes with other occupants of the property. During the Term, the Landlord will not lease other space in the Building to a tenant whose primary business is [EXCLUSIVE USE DESCRIPTION], and this exclusive does not apply to any tenant already in occupancy on the date of this Lease. The Tenant will operate during the following minimum hours: [OPERATING HOURS], if applicable to the property type.

3. 3. Term, Delivery, and Renewal Options

The initial term of this Lease is [NUMBER OF YEARS] years, beginning on the Commencement Date and ending on [EXPIRATION DATE] (the "Term"). The Commencement Date is the later of [SCHEDULED COMMENCEMENT DATE] or the date the Landlord delivers the Premises with the work described in Section 8 substantially complete. If delivery is delayed beyond [OUTSIDE DELIVERY DATE] for any reason other than a delay caused by the Tenant, the Tenant may terminate this Lease by written notice and receive a refund of all prepaid amounts. The Tenant has [NUMBER] option(s) to extend the Term for [RENEWAL TERM LENGTH] each, exercised by written notice delivered not less than [RENEWAL NOTICE PERIOD, e.g., 180 days] before the then-current expiration date, provided the Tenant is not in default. Rent during any renewal term will be [RENEWAL RENT BASIS, e.g., 103 percent of the rent in effect immediately before the renewal, or fair market rent as defined below].

4. 4. Base Rent and Escalations

The Tenant will pay base rent of [ANNUAL BASE RENT] per year, payable in equal monthly installments of [MONTHLY BASE RENT], in advance on the first day of each month without demand, deduction, or offset. Base rent for any partial month is prorated on a daily basis. Beginning on the first anniversary of the Commencement Date and on each anniversary afterward, base rent increases by [ESCALATION, e.g., 3 percent per year, or the increase in the Consumer Price Index capped at 4 percent]. Rent not received within [GRACE PERIOD, e.g., 5 days] of the due date incurs a late charge of [LATE FEE AMOUNT OR PERCENT], and amounts remaining unpaid after [INTEREST START, e.g., 10 days] bear interest at [DEFAULT INTEREST RATE] per year or the maximum rate permitted by law, whichever is less. Any returned payment incurs a fee of [RETURNED PAYMENT FEE] and the Landlord may require certified funds afterward. Rent is payable to [PAYMENT ADDRESS OR METHOD].

5. 5. Additional Rent, Operating Expenses, and CAM

This Lease is a [LEASE TYPE: triple net (NNN) / modified gross / full service gross] lease. If this Lease is triple net, the Tenant will pay, as additional rent, its pro rata share of real property taxes and assessments, property and liability insurance carried by the Landlord, and common area maintenance costs ("CAM"), which include landscaping, parking lot upkeep, snow and trash removal, common area utilities, security, and property management fees not exceeding [MANAGEMENT FEE CAP PERCENT] of gross rents. If this Lease is modified gross or full service, the Tenant pays only its pro rata share of the amount by which those expenses exceed the actual expenses for the base year of [BASE YEAR]. Controllable operating expenses, meaning all operating expenses other than taxes, insurance, utilities, and snow removal, will not increase by more than [CAM CAP PERCENT] per year on a cumulative basis. Operating expenses exclude capital improvements except those required by law or intended to reduce operating costs, which are amortized over their useful life; they also exclude leasing commissions, financing costs, and repairs covered by insurance or warranty. The Tenant will pay estimated additional rent monthly, and the Landlord will deliver a reconciliation statement within [RECONCILIATION DEADLINE, e.g., 120 days] after each calendar year, with any overpayment credited or refunded. The Tenant may audit the operating expense records of the Landlord once per year on [AUDIT NOTICE PERIOD] notice, and the Landlord will pay the cost of the audit if it reveals an overcharge greater than [AUDIT THRESHOLD PERCENT].

6. 6. Security Deposit and Letter of Credit

On signing this Lease, the Tenant will deliver a security deposit of [SECURITY DEPOSIT AMOUNT] to be held by the Landlord as security for the performance of every obligation of the Tenant. The Landlord may apply the deposit to unpaid rent, unpaid additional rent, repair costs beyond ordinary wear and tear, and any other loss caused by a default, and the Tenant will restore the deposit to its full amount within [RESTORATION PERIOD, e.g., 10 days] after written demand. The deposit is not an advance payment of rent and does not limit the damages the Landlord may recover. If the Tenant is not in default, the deposit will be reduced by [BURN-DOWN AMOUNT] on [BURN-DOWN DATE] and returned, less lawful deductions, within [RETURN PERIOD, e.g., 30 days] after the Tenant surrenders the Premises. The Landlord may accept a letter of credit in the amount of [LETTER OF CREDIT AMOUNT] in place of a cash deposit, issued by a bank reasonably acceptable to the Landlord.

7. 7. Utilities and Services

The Tenant will arrange and pay directly for [TENANT-PAID UTILITIES, e.g., electricity, gas, telephone, internet, janitorial] serving the Premises, including any deposits and connection charges. The Landlord will furnish [LANDLORD-PROVIDED SERVICES, e.g., water, sewer, common area lighting, HVAC during business hours] and will pass those costs through as operating expenses to the extent permitted by Section 5. If the Premises are not separately metered, the Tenant will pay a proportionate share determined by [ALLOCATION METHOD, e.g., submeter readings or rentable square footage]. Service outside the Building hours of [BUILDING HOURS] is available at a charge of [AFTER-HOURS HVAC RATE] per hour. The Landlord is not liable for interruption of any utility or service caused by conditions beyond its reasonable control, but if an interruption within the control of the Landlord makes the Premises unusable for more than [ABATEMENT TRIGGER, e.g., 5 consecutive business days], base rent abates until service is restored.

8. 8. Landlord Work, Tenant Improvements, and Allowance

The Landlord will complete the work described in Exhibit B (the "Landlord Work") at its own cost before the Commencement Date, and will deliver the Premises with the roof, structure, foundation, and building systems in good working order. The Tenant will complete the work described in Exhibit C (the "Tenant Improvements") using plans approved in writing by the Landlord, contractors reasonably acceptable to the Landlord, and permits obtained by the Tenant. The Landlord will contribute a tenant improvement allowance of [TI ALLOWANCE PER SQUARE FOOT] per rentable square foot, up to [TOTAL TI ALLOWANCE], disbursed within [DISBURSEMENT PERIOD, e.g., 30 days] after the Tenant delivers paid invoices, lien waivers, and evidence of final inspection. Any unused allowance remaining on [ALLOWANCE DEADLINE] is forfeited unless the parties agree in writing to apply it to rent. The Tenant will keep the property free of mechanic liens arising from its work and will bond over or discharge any lien within [LIEN RELEASE PERIOD, e.g., 20 days] after notice.

9. 9. Maintenance, Repairs, and Compliance

The Landlord will maintain and repair the structural elements of the Building, including foundation, exterior walls, roof structure and membrane, and the common areas. The Tenant will maintain the interior of the Premises in good condition at its own cost, including interior walls, floor coverings, doors, plate glass, plumbing fixtures serving only the Premises, and all equipment installed by the Tenant. The Tenant will maintain the HVAC unit(s) serving the Premises under a service contract with a licensed contractor providing at least [HVAC SERVICE FREQUENCY, e.g., quarterly] inspections, and will provide evidence of that contract on request; the cost of any HVAC replacement exceeding [HVAC REPLACEMENT CAP] is the responsibility of [PARTY RESPONSIBLE FOR HVAC REPLACEMENT]. The Tenant will comply with all laws applicable to its use of the Premises, including accessibility requirements triggered by alterations it performs. Neither party is responsible for repairs made necessary by the negligence or willful misconduct of the other.

10. 10. Alterations, Signage, and Trade Fixtures

The Tenant will not make alterations, additions, or improvements to the Premises without the prior written consent of the Landlord, which will not be unreasonably withheld for non-structural work costing less than [ALTERATION THRESHOLD] that does not affect building systems or the exterior. All alterations become the property of the Landlord on installation and remain at the end of the Term unless the Landlord requires removal, and the Landlord must state any removal requirement in writing at the time it approves the work. Trade fixtures, equipment, furniture, and signage installed by the Tenant remain the property of the Tenant and must be removed at expiration, with any damage caused by removal repaired at the cost of the Tenant. The Tenant may install exterior and directory signage described in Exhibit D, subject to the sign criteria of the property, all municipal codes, and the prior written approval of the Landlord as to size, materials, and placement. The Tenant will remove its signage and restore the sign band and facade at the end of the Term.

11. 11. Insurance, Waiver of Subrogation, and Indemnity

The Tenant will maintain commercial general liability insurance with limits of not less than [CGL PER OCCURRENCE LIMIT] per occurrence and [CGL AGGREGATE LIMIT] in the aggregate, property insurance covering its own improvements and personal property at replacement cost, business interruption coverage of at least [BUSINESS INTERRUPTION PERIOD] of rent, workers compensation at statutory limits, and, if applicable, liquor liability or auto liability coverage. All liability policies will name the Landlord and any lender or property manager identified by the Landlord as additional insureds, and the Tenant will deliver certificates of insurance before taking occupancy and on each renewal. The Landlord will maintain property insurance on the Building and commercial general liability coverage, the cost of which is an operating expense. Each party waives all rights of recovery against the other for loss covered by property insurance, and each will obtain a waiver of subrogation endorsement from its insurer. The Tenant will indemnify and defend the Landlord against claims arising from the use or occupancy of the Premises by the Tenant or from the negligence of the Tenant, its employees, contractors, or invitees, except to the extent caused by the negligence or willful misconduct of the Landlord.

12. 12. Assignment and Subletting

The Tenant will not assign this Lease or sublet all or any part of the Premises without the prior written consent of the Landlord, which will not be unreasonably withheld if the proposed transferee has a net worth and operating experience reasonably comparable to those of the Tenant and the proposed use is permitted under Section 2. A request for consent must include the identity of the transferee, financial statements, the proposed use, and the material business terms, and the Landlord will respond within [CONSENT RESPONSE PERIOD, e.g., 15 business days]. Any transfer of a controlling interest in the Tenant entity is deemed an assignment, except that a transfer to an affiliate, or in connection with a merger or sale of substantially all assets to a party of equal or greater net worth, may be made on [PERMITTED TRANSFER NOTICE] written notice without consent. The Tenant remains fully liable after any assignment or sublease unless the Landlord expressly releases it in writing. Any rent received from a transferee that exceeds the rent due under this Lease will be split [EXCESS RENT SPLIT, e.g., 50/50] after the Tenant recovers its reasonable transfer costs.

13. 13. Default and Landlord Remedies

The Tenant is in default if rent or additional rent is not paid within [MONETARY CURE PERIOD, e.g., 5 days] after written notice, if any other obligation is not cured within [NON-MONETARY CURE PERIOD, e.g., 30 days] after written notice (or such longer period as is reasonably required if the Tenant begins the cure promptly and pursues it diligently), if the Tenant abandons the Premises, or if the Tenant becomes the subject of a bankruptcy or receivership proceeding that is not dismissed within [BANKRUPTCY PERIOD, e.g., 60 days]. On default, the Landlord may terminate this Lease, terminate the right of possession without terminating the Lease, re-enter and relet the Premises as permitted by applicable law, and recover unpaid rent, the cost of reletting, brokerage commissions, and the unamortized portion of the tenant improvement allowance and free rent concessions. The Landlord may also accelerate and declare immediately due the present value of the rent for the remainder of the Term, less the fair rental value of the Premises for that period, to the extent permitted by applicable law. The Landlord will use commercially reasonable efforts to relet the Premises where required by law to mitigate damages. The remedies of the Landlord are cumulative, and no act of the Landlord other than a written notice of termination terminates this Lease.

14. 14. Personal Guaranty

As a material inducement to the Landlord to enter into this Lease, [GUARANTOR NAME], an individual residing at [GUARANTOR ADDRESS] (the "Guarantor"), absolutely and unconditionally guarantees the full and prompt payment of all rent and the performance of every obligation of the Tenant under this Lease. The liability of the Guarantor is primary and joint and several with the Tenant, and the Landlord may proceed directly against the Guarantor without first proceeding against the Tenant or the security deposit. The Guarantor waives notice of default, presentment, demand, and any requirement that the Landlord exhaust other remedies, and agrees that amendments, renewals, or extensions of this Lease do not release the Guarantor. The guaranty is limited to [GUARANTY LIMIT, e.g., the first 12 months of rent and additional rent, or an aggregate cap of a stated dollar amount] and terminates automatically if the Tenant has paid rent without default for [GUARANTY BURN-OFF PERIOD, e.g., 24 consecutive months] and delivers written notice to the Landlord. If the Tenant surrenders the Premises in good condition with all rent current on at least [GOOD GUY NOTICE PERIOD, e.g., 90 days] written notice, the liability of the Guarantor ends on the surrender date.

15. 15. Casualty, Condemnation, Holdover, and General Provisions

If the Premises are damaged by fire or other casualty, the Landlord will repair the Building and the Landlord Work with reasonable diligence and rent will abate in proportion to the portion of the Premises made unusable; if the repair cannot reasonably be completed within [CASUALTY REPAIR PERIOD, e.g., 180 days], either party may terminate this Lease by written notice. If all or a material part of the Premises is taken by eminent domain, this Lease terminates as to the part taken and either party may terminate the entire Lease if the remainder is not reasonably suitable for the permitted use; the Tenant may pursue a separate award for its trade fixtures, moving costs, and business interruption. If the Tenant remains in possession after expiration without a written extension, the tenancy is month to month at [HOLDOVER RENT PERCENT, e.g., 150 percent] of the rent in effect at expiration, and the Tenant is liable for consequential damages caused by a holdover beyond [HOLDOVER CONSEQUENTIAL PERIOD, e.g., 30 days]. This Lease is subordinate to any existing or future mortgage, provided the lender delivers a commercially reasonable non-disturbance agreement, and each party will deliver an estoppel certificate within [ESTOPPEL PERIOD, e.g., 10 business days] after request. This Lease is governed by the laws of the State of [GOVERNING STATE], venue lies in [VENUE COUNTY AND STATE], the prevailing party in any action to enforce this Lease may recover reasonable attorney fees and costs, and this Lease with its exhibits is the entire agreement and may be amended only in a writing signed by both parties.

16. 16. Signatures

By signing below, each party acknowledges that it has read this Lease, understands it, has had the opportunity to consult counsel, and agrees to be bound by its terms. LANDLORD: [LANDLORD NAME]. Signature: ______________________. Printed Name: [LANDLORD SIGNER NAME]. Title: [TITLE]. Date: [DATE]. TENANT: [TENANT NAME]. Signature: ______________________. Printed Name: [TENANT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. GUARANTOR (if applicable): Signature: ______________________. Printed Name: [GUARANTOR NAME]. Date: [DATE]. This Lease may be signed in counterparts, and electronic signatures have the same effect as original signatures.

17. Disclaimer

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