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Business lease agreement template south africa

A commercial lease agreement is a written contract between a landlord for business purposes. The commercial lease agreement is also known as a property rental agreement; rental contract; terms of lease; rental terms and conditions; and lease of property agreement. Consumer Protection Act and commercial lease agreements in South Africa, where the tenant is a natural- or juristic person with an asset value or annual turnover of less than R2 million per annum, is included under the Consumer Protection Act (CPA) - along with residential lease agreements. When a business' annual turnover or asset value is more than R2 million, the commercial lease agreement is not covered under the CPA. Landlords are advised to be aware of the provisions of the Consumer Protection Act 68 of 2008 as it places onerous requirements on "suppliers" with regards to the management of lease agreements for the purposes of protecting "consumers". Under the CPA, a lease agreement may not have a fixed period of longer than 2 years. Therefore, commercial lease agreements may no longer be enforceable after two years if the tenant's asset value and annual turnover are under R2 million. Tenants are advised to seek legal advice before signing a commercial lease agreement, which is mostly written to favour the landlord. Even if the tenant is unable to negotiate the landlord's "standard terms," he/she should be included in a commercial lease agreement? An accurate description of the location and size of the property. A list of defects which the landlord agrees to repair. A description of all costs included and excluded from the rental amount. The lease period and provisions relating to the renewal of the lease, as well as terms to determine the rent in the renewal of the lease, as well as terms to determine the rental amount. construction work). Details about deposits, suretyships and guarantees. Terms in regard of installations and the reinstatement of the property. Warranties and exclusion of the landlord's termination rights regarding the lease. A description of the property. tenant's rights regarding changing ownership of the lease. You can download a commercial lease agreement Template South Africa Business Lease Agreement Template South Africa July 16, 2020 by Mathilde Émond Click here to Download in PDF format 71 KB Click here to Download in MS Word format 49 KB 11 ways to Avoid Nightmare Tenants or Squatters Click here to Download in PDF format (115 KB) State of Rev. 1343D17 This Commercial Lease Agreement (this "Agreement") is made this ____ day of ___ [Address] ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows: Demised Premises. The premises leased shall consist of: (Check one)

A building

An office space in the building _, an □ individual □ entity located at _ complex \square A retail store in the building complex \square A restaurant in the building complex \square An industrial space in the building complex \square A warehouse in the building complex \square Other: " [Name of building complex]) (the "Real Property") located at % of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building square feet and comprises approximately contractor may measure the Demised Premises to make a final determination of the size. B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants. The Common Area shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes, and arrangements of the Common Area; restrict parking by Tenant and other tenants to designated areas; and do and perform such other acts in and to the Common Area and adopt, modify, and enforce such rules and requirements as Landlord in its sole discretion deems advisable. Landlord shall maintain the Common Area in good repair and reasonably clear of debris.

This Agreement and the Demised Premises does NOT include the use by Tenant of any Common Areas of the Real Property, which are not leased or held for lease to tenants. D) Parking Spaces. (Check one)

Tenant, including its guests, employees, agents, and customers does NOT have [Number] of the parking space(s) \square Other: located in the (Check one) \square building garage \square building parking lot \square adjacent surface parking the right to use any parking space(s) on the Real Property. \square Tenant, including its guests, employees, agents, and customers has the right to use: (Check one) \square Any parking space(s) \square Only [(on a reasonable non-exclusive first-come, first-serve basis). Sublet (Check one) Tenant may assign or sublet their parking privileges granted are not personal to the Tenant and such parking privileges may be assigned or sublet. Tenant may NOT on a: (Check one) □ Daily basis for the use of such parking privileges. □ Weekly basis for the basis for the use of such parking privileges.

Tenant will NOT pay Landlord a fee for the use of such parking privileges.

Tenant will NOT pay Landlord a fee for the use of such parking privileges.

Tenant will NOT pay Landlord a fee for the use of such parking privileges. facilities on the Real Property. 🗆 Landlord agrees that during the term of this agreement, Tenant has the right to store personal property in the [Description of storage facilities] at their own risk. Landlord will not be responsible for any loss, theft, or damage of items stored by the Tenant. Fee (Check one) 🗆 Tenant will pay Landlord a fee of on a: (Check one) \square Daily basis for the use of such facilities. \square Weekly basis for the use of such facilities. \square Other: basis for the use of such facilities.

Tenant will NOT pay Landlord for the use of such facilities. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant _____, 20___ ("Commencement Date") and ending at midnight on ____ , 20 ("Termination Date"). Renewal (Check one) \square This Lease may NOT be renewed. \square This agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement. Term of Lease. The term of this Agreement shall commence on Lease may be renewed. A) Renewal. Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional _ year term(s) commencing on the Termination Date by providing notice as described in subsection B herein. Rent Increase (Check one) 🗆 Rent will NOT be increased. All of the terms and conditions of this Agreement shall apply during each renewal term. 🗆 Rent will be increased. All of the terms and conditions of this Agreement shall apply during each renewal term, except that the Base Rent shall be increased by: (Check one) 🗆 Notice of Renewal. The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than _____ _ days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire. Rental Terms. With respect to the terms of the rental: A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$_____ __, payable on a: (Check one) \square Weekly \square Monthly \square Quarterly \square Semi-annual \square Yearly \square Other: basis ("Base Rent"). Base Rent is due no later than the payment period. Base Rent is payable by (Check one) \square mailed check \square wire transfer \square other: or as otherwise agreed upon by the parties. B) Operating Cost. Operating costs shared by the building are: (Check one) 🗆 NOT included in the Base Rent. Beginning on the Commencement Date, Tenant agrees to pay Landlord for Tenant's proportionate share of Operating Cost. Tenant's initial monthly estimate for Operating Cost is \$ _ per month. For the purposes of this Agreement, Tenant's proportionate share of Operating Costs shall not exceed ______% of the total capital operating costs for any given month. Tenant's proportionate share shall be determined by dividing the number or rentable square feet in the Demised Premises by the total number of rentable square feet in the Real Property which are leased or available for lease during the year. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping, and accounting fees, and an annual addition equal to replacements, and renovations. With each monthly Base Rent payment, Tenant shall pay an estimate of Tenant's share of the Operating Cost. On an annual basis, Landlord shall reconcile Tenant's payments against the actual Operating Cost. In the event Tenant's payments are less than its share of the actual Operating Cost, Tenant shall pay such deficiency within _ days of request by Landlord. In the event Tenant's payments exceed its share of the actual Operating Cost, Landlord shall apply the overpayment to the next monthly estimate(s). 🗆 Included in the base rent. Landlord shall pay all Operating Cost on the Real Property. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, managing, lighting, repairing, lighting, repairing, managing, lighting, repairing, repairing, repairing, repairing, repairing, repairing, repa insurance premiums and deductibles, management, bookkeeping. C) Taxes. (Check one) 🗆 Landlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon. Tax Included in Rent (Check one)

Taxes are included in Rent. Such taxes are included in Rent. Such taxes and assessments are included in the Rent and shall be paid directly by Landlord.

Taxes are included in Rent, including any increase during any year of the term of this Agreement in real property tax. In the event there is any increase during any year of the term of this Agreement in real property tax. valuation or otherwise, Tenant shall pay to Landlord upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and the Real Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of this Agreement, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year. All such tax obligations of Tenant hereunder shall be added to and become part of the Rent paid under this Agreement. D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant. Operating Costs Statements (Check one) statements to Tenant as to the manner of computation of any and all charges due from Tenant under the terms of this Agreement, and an itemization of the various costs included therein. Landlord shall provide such statements on a/an: (Check one)

Monthly basis

Quarterly basis

Annual basis

Other: partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement. F) Past Due Payments. If any amount due under this Agreement remains unpaid days after it is due, a late charge equal to (Check one) \Box % of the monthly rent \square \$ amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant. Additional Late Charge (Check one)

If any amount due under this Agreement a payment from Tenant which is returned for insufficient funds, Landlord may, without limiting Landlord's other remedies, charge Tenant a fee in the amount of ______ to cover Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's checks.

Landlord will NOT charge a fee for returned payments. G) Security Deposit. Tenant shall, at the time of executing this Agreement, deposit shall accrue interest for Tenant, shall not be considered a rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord.

Such deposit shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, any remaining portion of such deposit to which Tenantton of such deposit to which T is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest for any return of said deposit. H) Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month, subject to all conditions, provisions and obligations of the Demised Premises after the expiration of the Demised Premis [Number] times the Base Rent applicable immediately prior to the expiration of the Term. Use, Occupancy and Condition of Premises. With respect to use and occupancy. Tenant shall use and occupy the Demised Premises for the commercial purpose of [Description of commercial purpose] and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Janitorial Services (Check one) 🗆 Tenant shall provide its own janitorial services. Landlord shall provide janitorial services for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows: (Check all that apply)

I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord. \square II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises or within feet or any doorway. \square IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property without the prior written consent of Landlord.

| U. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord. VI. No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

IX. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

X. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises. 🗆 XIII. No auctions or tent sales shall be held within the prior written consent of Landlord. 🗆 XIV. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

XV. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all insects, rodents, vermin and pests of every type and kind.

XVI. Tenant shall not use the Demised Premises for any purpose or business. which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

XVII. Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris and the premise clear of the premise clear shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised [Number] day waiting period to discover any defects and shall notify Landlord immediately of the same. Property in Demised Premises. With respect to the property: A) Right to Leasehold Improvements. (Check one)

Tenant is NOT allowed to make improvements on the Demised Premises.

All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system. C) Fixtures and furnishings: (Check all that apply)

Bathroom Fixtures

Bookcases

Commercial Stove \square Furniture \square Furnace \square Lighting \square Office Desks \square Showcases \square Other: ☐ Landlord shall NOT provide fixtures or furnishings. D) Personal Property Taxes of Tenant. (Check one) ☐ Landlord shall pay before delinquency all taxes assessed against Landlord's fixtures, furnishings, equipment and stock-in-trade placed in or on the Demised Premises. 🗆 Tenant shall pay before delinquency all taxes assessed against Landlord's fixtures, furnishings, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Landlord shall become due and payable by Tenant within respect to repair and maintenance obligations: A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following: (Check all that apply) \square Foundation and structural components of the building \square Exterior walls but excluding (windows, doors, window and door frames, plate glass) \square Roof, gutters and downspouts \square Parking lot \square Driveway \square Sidewalks \square Other: replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent. B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following: (Check all that apply)

Heating, ventilation and air conditioning systems

Plumbing

Heating, ventilation and air conditioning systems

Plumbing

Heating, ventilation and air conditioning systems

Plumbing

Heating, ventilation and air conditioning systems

He C) Remodeling. Tenant shall not do the following: (Check all that apply) Paint, decorate, or in any way change the exterior (or the appearance) of the Demised Premises without prior written consent of Landlord. consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.

Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written situated thereon, or upon any insurance policies taken out upon the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date. Insurance and Indemnification. With respect to insurance and maintain public liability and property damage insurance insurance and Indemnification. With respect to insurance and indemnification. With respect to insurance and indemnification. With respect to insurance and indemnification. expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance (

to include Landlord as an additional Insured, to be carried with an insurer and) days prior written notice to Landlord. Should Tenant fail to carry the insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent. C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord shall be considered Operating Costs.

All premiums for such insurance maintained by Landlord shall NOT be considered Operating Costs.

Description of the considered Operating Costs.

Description of th Mutual Waiver of Subrogation. If either party suffers loss or damage which is covered by the injured party's insurance, the injured party suffers loss or damage which is covered by the injured party to the extent that it is compensated by the injured party suffers loss or damage which is caused by the injured party suffers loss or damage which is covered by the injured party suffers loss or damag from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above. E) Mutual Hold Harmless. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located. Signs. With respect to signs: A) Exterior Sign. Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Landlord Approval (Check one) 🗆 Any Exterior Sign must be approved by Landlord and shall comply with the requirements of Landlord Approval (Check one) 🗆 Any Exterior Sign does NOT require Landlord's approval. (Check one) 🗆 Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof. B) Other Signs. (Check one) 🗆 All signs, banners, lettering advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be approved by Landlord and the location and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location and method of installation of the same shall be first approved by Landlord and the location withheld. \square Other signs affixed by Tenant shall NOT require Landlord's approval. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises. (Check all that apply) \square Water \square Gas \square □ Power □ Telephone □ Internet □ Sewage Disposal Access, Surrender, and Assignment. With respect to access, surrender, □ Power □ Telephone □ Internet □ Sewage Disposal In turn, Landlord will be responsible for making payments for the following utilities: □ Water □ Gas □ Heat □ Light □ Other: and assignment: A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary. B) Surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date C) Removal and Restoration. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment.

□ Any and all trade fixtures and equipment are the Demised Premises by the removal of any such trade fixtures and equipment. installed by Tenant may NOT be removed by Tenant at the termination of this Agreement and Subleating NOT allowed. Tenant will not assign this Agreement as to any portion or all of the Demised Damage to Premises. With respect to damage to the Premises or the Real Property of which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premises or the Real Property of Which the Demised Premise days after the occurrence of such casualty, terminate this Agreement upon written notice. B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore (Check one)) 🗆 shall not 🗆 shall include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the proceeds payable with respect to such fire or casualty. C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rents shall be apportioned to the time of such casualty. payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the payment of any Operating Costs. Eminent Domain. With respect to eminent domain: A) authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then the terminates the reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the Demised Premises Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within limited to consequential damages only. B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant or any of the assets of Tenant or any of the persons constituting Tenant or any of the persons constituting Tenant or any of the assets of Tenant or any of the persons constituting Tenant or any of the persons constituti Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement by Tenant or any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant or any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant or any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant or any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant or any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant or any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant or any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant or any insolvency act and the properties are act and the properties act and the properties are act and the properties ar proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings. Default. With respect to default: A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting. B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under the provisions of this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement, Tenant at any time be in default under this Agreement at any time be in default under this Agreement at a supplication shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts. D) Default of Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts. D) Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within days to cure). Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property. A) Waivers of the Real Property. A) Waivers of the Real Property shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant in this Agreement. B) Subordination. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service. D) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto. E) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the rules of the American Arbitration. 🗆 Mediation. 🗆 Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association. G) Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, for the period of the delay and the period for the period for the period for the period and there are no promises, representations or inducements except such as are hereinded for a period of such delay.

provided. I) Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for

Tenant Name Representative Signature Representative Name and Title

Landlord Signature Landlord Name

Landlord Name Representative Signature Representative Name and

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Tenant Signature Tenant Name

herein. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.