



## Lease Agreement-Commercial

**PLAIN ENGLISH FORM APPROVED BY THE ELMIRA-CORNING REGIONAL BOARD OF REALTORS®, INC. FOR USE BY ITS MEMBERS. THIS IS A LEGAL DOCUMENT; SIGNING THIS PURCHASE OFFER GIVES RISE TO BINDING LEGAL RESPONSIBILITIES. IF NOT UNDERSTOOD, WE RECOMMEND YOU SEEK LEGAL ADVICE BEFORE SIGNING.**

This lease is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord the leased premises described below to the terms and conditions specified herein.

Landlord

Tenant

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

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

### 1. *Leased Premises*

The leased premises are those described as:

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

### 2. *Term*

The term of the lease shall be for a period of \_\_\_\_\_ commencing on the \_\_\_\_\_ and ending on the \_\_\_\_\_ unless sooner terminated as hereinafter provided. If Tenant remains in possession of the leased premises with the written consent of the Landlord after the lease expiration date state above, this lease will be converted to a month-to-month lease and each party shall have the right to terminate the lease by giving at least one month's prior written notice to the other party.

### 3. *Rent*

The Tenant agrees to pay the ANNUAL RENT of \$\_\_\_\_\_ payable in equal installments of \$\_\_\_\_\_ in advance on the first day of each and every calendar month during the full term of this lease.

### 4. *Security Deposit*

The sum of \$\_\_\_\_\_ is deposited by the Tenant with the Landlord as security for the faithful performance of all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to the Tenant.

### 5. *Delivery of Possession*

If for any reason the Landlord cannot deliver possession of the leased property to the Tenant when the lease term commences, this lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss or damage resulting therefrom. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when the Landlord delivers possession.

### 6. *Use of Leased Premises*

The leased premises may be used only for the following purpose:

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

### 7. *Utilities*

Except as specified below, the Tenant shall be responsible for all utilities and services that are furnished to the leased premises. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the Tenant. If any exceptions, please list. \_\_\_\_\_

\_\_\_\_\_

#### **8. Condition of Leased Premises: Maintenance and Repair**

The Tenant acknowledges that the leased premises are in good order and repair. The Tenant agrees to take good care of and maintain the lease premises in good condition throughout the term of the lease. Landlord will maintain pipes, electrical wiring, heating and plumbing systems, fixtures and all other systems and appliances and their appurtenances. Tenant will maintain lawn and yard area, including mowing and trimming. Tenant will be responsible for snow removal.

#### **9. Compliance with Laws and Regulations**

Tenant, at its expense, shall promptly comply with all federal, state and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the leased premises. The Tenant at its expense, shall obtain all required licenses or permits for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in applying for all such permits or licenses.

#### **10. Alterations and Developments**

Tenant shall not make any alterations, additions, or improvements to, or install any fixtures on, the leased premises without Landlord's prior written consent. If such consent is given, all alterations, additions, and improvements made, and fixtures installed by Tenant shall become Landlord's property at the end of the lease term. Landlord, may, however, require Tenant to remove such fixtures, at Tenant's expense, at the end of the lease term.

#### **11. Assignment/Subletting Restrictions**

Tenant may not assign this agreement or sublet the leased premises without the prior written consent of the Landlord. Any assignment, sublease or the purported license to use the leased premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this lease.

#### **12. Insurance**

A. By Landlord: Landlord shall at all times during the term of this lease, at its expense, insure and keep in effect on the building in which the leased premises are located fire insurance with extended coverage. The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the applicable fire insurance rating association. Tenant shall, on demand, reimburse the Landlord, and all other tenants, the full amount of any increase in insurance premiums caused by the Tenant's use of the premises.

B. By Tenant: Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage and plate glass insurance policies with respect to the leased premises. Such policies shall name the Landlord and Tenant as insured, and have limits of at least \$ \_\_\_\_\_ for injury or death to any one person and \$ \_\_\_\_\_ for any one accident, and \$ \_\_\_\_\_ with respect to damage to property and with full coverage for plate glass. Such policies shall be in whatever form and with such insurance companies as are reasonable satisfactory to Landlord, shall name the Landlord as an additional insured, and shall provide for at least ten days prior notice to Landlord of cancellation.

#### **13. Indemnification of Landlord**

Tenant shall defend, indemnify, and hold Landlord harmless from and against any claim, loss or damage to any person or property in or upon the leased premises, arising out of Tenant's use or occupancy of the leased premises, or arising out of any act or neglect of Tenant or its servants, employees, agents, or invitees.

#### **14. Condemnation**

If all or any part of the leased premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant.

#### **15. Destruction of Premises**

If the building in which the leased premises is located is damaged by fire or other casualty, without Tenant's fault and the damage is so extensive as to effectively constitute a total destruction of the property or building, this lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of damage without Tenant's fault, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the leased premises wholly or partially untenable, the rent shall be apportioned until the damage is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

**16. Landlord's Rights Upon Default**

In the event of any breach of this lease by Tenant, which shall not have been cured within ten (10) days, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the leased premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this lease or may, from time to time, without terminating this lease, relet the leased premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in Landlord's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Tenant hereunder, the Tenant shall pay such deficiency to the Landlord monthly. The Tenant shall also pay to the Landlord, as soon as ascertained, the cost and expenses incurred by the Landlord, including reasonable attorney's fees, relating to such reletting.

**17. Quiet Enjoyment**

The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by another other person or persons acting under or through the Landlord.

**18. Landlord's Right to Enter**

Landlord may, at reasonable times, enter the leased premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.

**19. Surrender Upon Termination**

At the end of the lease term, the Tenant shall surrender the leased property in as good condition as it was in the beginning of the term reasonable use and wear excepted.

**20. Subordination**

This lease, and the Tenant's leasehold interest, is and shall be subordinate and inferior to any and all liens and encumbrances and all advances paid under such liens and encumbrances.

**21. Commercial Lease Information Form**

The Commercial Lease Information Form is attached hereto and made a part hereof. Initials \_\_\_\_\_

**22. Miscellaneous Terms**

A. Notices: Any notice, statement, demand or other communication by one party to the other shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth above.

B. Severability: If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

C. Waiver: The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

D. Complete Agreement: This lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

E. Successors: This lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

**23. Additional Provisions**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**24. Attorney Approval**

This agreement is contingent upon approval by Landlord and Tenant's attorney as to all matters without limitation. Unless Attorney's written disapproval is received by the parties' respective attorneys, with notification to the Landlord and Tenant's Brokers, within \_\_\_\_\_ banking days after the acceptance of this agreement, this contingency shall be deemed to have been satisfied.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Broker Date

\_\_\_\_\_  
Broker Date