

# Commercial Lease

Made the \_\_\_\_\_ day of \_\_\_\_\_ 201(x)\_\_\_.

Between: \*LESSOR\* (hereinafter called the "Landlord")

OF THE FIRST PART

-and-

\*LESSEE\* (hereinafter called the "Tenant")

OF THE SECOND PART

=====

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Tenant, to be paid, observed and performed, the said Landlord has demised and leased and by these presents doth demise and lease unto the said Tenant:

ALL THOSE CERTAIN PREMISES excluding any part of the external walls known and described as \_\_\_\_\_ TO HAVE AND TO HOLD the said demised premises for and during the term of

\_\_\_\_\_ to be computed from the \_\_\_\_\_ day of \_\_\_\_\_, 201(x)\_\_\_ and from thenceforth ensuing and to be fully completed and ended on the \_\_\_\_\_ day of \_\_\_\_\_, 201(x)\_\_\_.

YIELDING AND PAYING THEREFOR yearly and every year during the said term hereby granted, unto the said Landlord, the sum of \$ \_\_\_\_\_ per annum, payable in equal

monthly installments of \$ \_\_\_\_\_ each in advance on the first day of each

month during the said term, the first payment to be made on the first day of \_\_\_\_\_, 201(x)\_\_\_\_\_.

The Tenant covenants with the Landlord to pay rent.

AND to pay all business taxes in respect of the business carried on by the Tenant in and upon or by reason of their occupancy of the premises hereby demised;

AND to repair (reasonable wear and tear, damage by fire, lightning and tempest only excepted);

AND that the said Landlord may enter and view state to repair;

AND that the said Tenant will repair according to notice in writing (reasonable wear and tear and damage by fire, lightning and tempest excepted);

AND that they will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted);

AND will not assign or sublet the whole or any part of the demised premises without leave.

AND the said Tenant covenants with the said Landlord, its successors and assigns:

(a) THAT the said demised premises will not, during the said term, be at any time used for any other purpose than that of \_\_\_\_\_

(b) AND THAT no fixtures, goods or chattels of any kind will, except in the ordinary course of business, be removed from the demised premises during the term hereby demised or at any time thereafter without the written consent of the Landlord, its successors or assigns, being first had and obtained, until all rent in arrears as well as all rent to become due during the remainder of the term hereby granted shall have been fully paid, or the payment thereof secured to the satisfaction of the Landlord or its assigns.

(c) THAT the Tenant will not, during the said term or at any time prior or subsequent thereto, purchase, acquire or use any electric current for lighting or other purposes except from the company or corporation which shall for the time supply the Landlord with electric current for such purposes in the said building; the intention being that

without the written consent of the Landlord, there shall be only one system of electric lighting in the said building.

(d) THE Tenant hereby covenants to pay all charges for electric energy (for light and power) and gas used by the Tenant in the demised premises.

(e) THAT if the Tenant shall during the said term desire to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the demised premises, it may do so at its own expense at any time and from provided that the Tenant's rights to make such alterations to the demised premises shall be subject to the following conditions:

(1) THAT before undertaking any such alterations, the Tenant shall submit to the Landlord a plan showing the proposed alterations and shall obtain the approval and consent of the Landlord to the same.

(2) THAT all such alterations shall conform to all building bylaws, if any, then in force affecting the demised premises.

(3) THAT such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building.

(f) THAT, except as herein provided the Tenant will not erect or affix or remove or charge the location or style of any partitions or fixtures, without the written consent of the Landlord being first had and obtained.

(g) THAT, at the expiration of the term hereby granted, or any renewal thereof, all fixtures belonging to the Tenant shall remain upon the demised premises until taken down by the Landlord, and the Tenant shall forthwith, upon the same being taken down, remove the same from the demised premises first paying to the Landlord the expense of such taking down and making good all damage occasioned to the demised premises by the taking down or removal thereof.

(h) THAT, if the term hereby granted or the goods and chattels of the Tenant or any assignee or subtenant shall be at any time seized or taken in execution or attachment, or if the Tenant or any such assignee or subtenant shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent, or make a proposal to its creditors, or without the consent of the Landlord being first obtained in writing, shall make a sale, under the Bulk Sales Act, in respect of goods on the premises, or being a company shall become subject to any legislature enactment relating to liquidation or

winding up, either voluntary or compulsory, the said term shall immediately become forfeited and void, and an amount equivalent to the next ensuing three months' rent shall be at once due and payable.

(i) THAT the Tenant and its clerks, servants and agents will at times during the occupancy of the demised premises observe and conform to such reasonable rules and regulations set forth in

Schedule "A" hereto and of which the Tenant shall be notified, such rules and regulations being deemed to be incorporated in and form part of these presents.

(j) THAT, in the event of the Landlord desiring at any time during the term, or any renewal thereof, to remodel the said building, or any part thereof, or to take down the said building, the Tenant will on receiving six months' notice in writing, surrender this lease and all the remainder of the term, if any, then yet to come and unexpired, as from the day mentioned in such notice, and will, subject nevertheless to the provisions hereinbefore contained thereupon, vacate the premises and yield up to the Landlord the peaceable possession thereof. IT IS UNDERSTOOD that the said six months' notice need not expire at the end of the year or at the end of any month, and in the event of the day fixed for termination of the lease expiring on some other day than the last day of a month, the rent for such month shall be apportioned for the broken period.

IT IS AGREED between the Parties hereto that in the event of a sale of the said premises or if the said premises be expropriated or condemned by any Department of the Federal, State or Municipal Governments then the Landlord shall have the right notwithstanding anything herein contained to terminate this lease upon giving three months' notice in writing to the Tenant of his intention so to do or by paying the said Tenant a bonus of three months' rent, in which latter event, the Tenant undertakes to vacate the said premises at the expiration of thirty (30) days from the delivery of such notice.

THE LESSEE, agrees to pay the cost of any installations, additions, or alterations to the said premises that the Landlord may be required to make by any Municipal, State or other governing authority, or requested by any private protective system used by the Tenants, for the security and protection of the Tenant and his employees and his or their effects including but not so as to limit the foregoing installations, additions and alterations for fire and theft protection and all such installations, additions, or alterations shall forthwith become the property of the Landlord.

AND the Tenant further covenants, promises and agrees with the Landlord that notwithstanding any present or future Act of the Legislature of the State, none of the

goods or chattels of the Tenant at any time during the continuance of the term hereby created on the said demised premises shall be exempt from levy by distress for rent in arrears by the Tenant as provided for by the said Section of said Act, and that upon any claim being made for such exemption by the Tenant or on distress being made by the Landlord, this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named exempted in the said Section, the Tenant waiving as he hereby does all and every benefit that could or might have accrued to him under and by virtue of the said act but for the above covenant.

The Landlord covenants with the Tenant for quiet enjoyment.

The Landlord further covenants with the Tenant as follows:

(a) To pay all taxes and rates, municipal, State or otherwise, including water rates for the normal supply of cold water to the said premises, assessed against the demised premises of the Landlord or Tenant on account thereof saving and excepting any business taxes and taxes upon personal property or income of the Tenant, license fees, or other taxes imposed upon the property, business or income of the Tenant;  
PROVIDED THAT;

(i) IN THE EVENT of the Tenant being assessed as a Separate School Supporter, and by reason thereof the amount of the taxes payable on the said premises being increased over the amount payable on an assessment as a Public School Supporter, then and in such event the Tenant covenants and agrees with the Landlord to pay to the Landlord the amount of such increase upon demand being made therefor in writing by the Landlord. It is understood and agreed that such increase shall be payable by the Tenant notwithstanding the fact that at the time such demand is made, the Tenant may have ceased to be a tenant of the Landlord. In the event of the Tenant failing to pay to the Landlord the amount of such increase upon demand as herein provided, then the Landlord shall have the same rights and remedies for collection thereof as for the rent in arrears.

(ii) THE LESSEE covenants and agrees to and with the Landlord that if there shall be an increase in municipal taxes payable by the landlord over the amount shown by the immediately last tax bill issued by the municipality in which the demised premises are situate prior to the date of this lease the Tenant will pay any such increase apportioned over the term of the within lease and the renewal (if any) hereinbefore provided and that any such increase in municipal taxes shall be deemed to be part of the rent reserved hereunder and all the remedies available to the Landlord relating to rent both hereunder and at law shall apply, mutatis mutandis, thereto.

(b) To heat the said premises between the 15th day of October and the 1st day of May next ensuing in each year in such manner as to keep the said premises at a reasonable temperature for the reasonable use thereof by the Tenant during reasonable business hours except during the making of repairs, and in case the boilers, engines, pipes, or other apparatus or any of them used in effecting the heating of the said demised premises shall at any time become incapable of heating said premises as aforesaid, or be damaged or destroyed, to repair said damage or replace said boilers, engines, pipes or apparatus or any of them or (at the option of the Landlord) substitute other heating apparatus therefor within a reasonable time, provided, however, that the Landlord shall not be liable for indirect or consequential damages for personal discomfort or illness arising from any default of the Landlord;

(c) To give the Tenant, his agents, clerks, servants and all persons transacting business with the Tenant, in common with other persons, the right to enter the demised premises by means of the main entrance and free use of the stairway and passages from the street to the said premises at all reasonable times, subject to rules and regulations in regard to the said building as may be passed by from time to time.

PROVISO for re-entry by the said Landlord on nonpayment of rent or nonperformance of covenants. IT IS FURTHER DECLARED AND AGREED that in case the said premises or any part thereof, become and remain vacant and unoccupied for the period of fifteen

days, or be used by any other person or persons, or for any other purpose than as above provided, without the written consent of the Landlord, this lease shall, at the option of the Landlord, cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding and the proportionate part of the current rent shall thereupon become immediately due and payable, and the Landlord may reenter and take possession of the premises as though the lessee or other occupant or occupants of said premises were holding over after the expiration of the term; or in such case instead of determining this lease as aforesaid and reentering upon the demised premises.

The Landlord may take possession of the demised premises, or any part or parts thereof, and let and manage the same and grant any lease or leases thereof upon such terms as to the Landlord or its assigns may appear to be reasonable, and demand, collect, receive and distrain for all rental which shall become payable in respect thereof, and apply the said rentals after deducting all expenses incurred in connection with the demised premises and in the collection of the said rent including reasonable commission for the collection thereof and the management of the demised premises, upon the rent hereby reserved, and the Landlord and its assigns and every such agent

acting as aforesaid from time to time, shall in so acting be the agents of the Tenant, who alone shall be responsible for their acts, and the Landlord and its assigns shall not be accountable for any moneys except those actually received, notwithstanding any act, neglect, omission or default or any such agent acting as aforesaid.

AND IT IS FURTHER DECLARED AND AGREED THAT the Landlord shall not be liable for any damage to any property at any time upon the demised premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the said building, or from the gas, water, steam or drainage pipes or plumbing works of the same or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires in the said building.

The Tenant shall be liable for any damage done by reason of water being left running from the taps in the demised premises or from gas permitted to escape therein. AND the Landlord shall not be responsible for any personal injury which shall be sustained by the Tenant or any employee, customer, or other person who may be upon the demised premises or in the said building or the entrances or appurtenances thereto. All risks of any such injury being assumed by the Tenant, who shall hold the Landlord harmless and indemnified therefrom.

THE Tenant shall give the Landlord prompt written notice of any accident or other defect in the sprinkler system, water pipes, gas pipes or heating apparatus, telephone, electric or other wires or any part of the premises.

THE Tenant covenants with the said Landlord that his said business to be so carried on in the said building will not be of such nature as to increase the insurance risk on the said premises or cause the Landlord to pay the increased rate of insurance premiums on the said premises by reason thereof and it is distinctly understood that in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk or causes the Landlord and/or other occupants of the said building to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increased amount of insurance premiums which the said Landlord and other occupants of the said building have to pay in consequence thereof; provided that the Tenant covenants that he will not carry on or permit to be carried on any business in the said building which may make void or voidable any insurance held by the Landlord or the other occupants of the said building.

PROVIDED that the Tenant will not do or permit anything to be done on the said premises or permit or keep anything therein which may be annoying to the Landlord or other occupants of the said building or which the said Landlord may deem to be a nuisance and that no machinery shall be used therein which shall cause any undue

vibration in or to the said premises and that in case of the Landlord or any other occupants of the said building reasonably complaining that any machinery or operation or process is a nuisance to it or them or which causes any undue vibration or noise in the said premises, that upon receiving notice thereof, the said Tenant will immediately abate such nuisance. The said Tenant covenants not to obstruct or interfere with the rights of the Landlord or other occupants of the said building or in any way injure or annoy them or conflict with any of rule and regulations of the Board of Health or with any Statute or municipal bylaw.

AND IT IS HEREBY FURTHER AGREED by and between the said Landlord and the said Tenant that no sign, advertisement or notice shall be inscribed, painted or affixed by the said Tenant on any part of the outside or inside of the building whatever, unless of such manner, color, size and style and in such places upon or in said building as shall be first designated by the Landlord, and, furthermore, the Tenant, on ceasing to be Tenant of the demised premises, will, before removing his goods and fixtures from the said premises, cause any sign as aforesaid to be removed or obliterated at his own expense and in a workmanlike manner to the satisfaction of the Landlord.

THE Landlord undertakes to maintain elevators in said building which are to be run during the ordinary business hours of every business day of the year, but not during public holidays or Sundays, except at the option of the Landlord. The Tenant shall, subject to the Landlord's rules and regulations, have free use of such elevators in common with others lawfully using the same, but the Tenant and its employees and all other persons using any such elevator shall do so at its, his, her or their own sole risk, and under no circumstances shall the Landlord be held responsible for any damage or injury happening to any person whilst using such elevator, or occasioned to any person by such elevator or any appurtenances and whether such damage or injury shall happen by reason of the act, omission or negligence or otherwise of the Landlord, or any of its employees, servants, agents or otherwise howsoever.

THE Landlord agrees to pay for normal water consumed on the said premises but in the event any abnormal consumption of water either by reason of the character of the business carried on by the Tenant or by the use of mechanical or other contrivances the Tenant consents to the installation of a water meter at his own expense, if necessary, and further agrees to pay for the excess water consumed on the said premises.

THE Tenant agrees at his own expense to replace any plate glass or other glass that has been broken or removed during the term of the within lease or of any renewal thereof and will during the said term keep the plate glass fully insured in some company approved by the Landlord.



PROVIDED that if during the term herein or any renewal thereof the premises shall be destroyed or damaged by fire or the elements then the following provisions shall apply:

(a) If the demised premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty days of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the demised premises to the Landlord, and the rent from time to time of such surrender shall be apportioned;

(b) If the demised premises shall be capable, with reasonable diligence, being of repaired and rendered fit for occupancy within one hundred and twenty days from the happening of such injury as aforesaid, but if the damage is such as to render the demised premises wholly unfit for occupancy, then the rent hereby reserved shall not run accrue after such injury, or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.

(c) If the demised premises shall be repaired within one hundred and twenty days as aforesaid, and if the damage is such that the said premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the demised premises rendered unfit for occupancy bears to the whole of the demised premises. THERE shall be no abatement from or reduction of the rent due hereunder, nor shall the Tenant be entitled to damages, losses, costs or disbursements from the Landlord during the term hereby created on, caused by or on account of fire, (except as above), water, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the said premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever; provided that the said failure or stoppage be remedied within a reasonable within a reasonable time.

THAT the Tenant will permit the Landlord to exhibit the demised premises during the last three months of the term to any prospective tenant and will permit all persons having written authority therefor to view the said premises at all reasonable hours.

THAT any notice which either of the parties is required or permitted to give pursuant to any provision of this lease may, if intended for the Tenant, be given by a writing left at the demised premises or mailed by registered mail addressed to the Tenant at the demised premises, and if intended for the

Landlord by a writing left at the premises of the Landlord at \_\_\_\_\_ or mailed by registered addressed to the Landlord at the Landlord's said premises, and such notice shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

PROVIDED further and it is hereby agreed that should the Tenant hold over after the expiration of this lease and the Landlords thereafter accept rent for the said premises, the Tenant shall hold the said premises as a monthly tenant only of the Landlords but subject in all other respects to the terms and conditions of this lease. The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa. Unless the context otherwise required, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said Landlord and Tenant, respectively, and when there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several. "Landlord" shall also mean and include "Lessor" and "Tenant" shall also mean and include "Lessee".

Landlord and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on the date first above written.

TENANT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

LANDLORD NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_