

COMMERCIAL LEASE AGREEMENT

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INSTRUCTIONS FOR USE

This is a general-purpose commercial lease agreement template for retail, office, or industrial space. Fill in the bracketed fields with your specific information. Delete any optional sections that do not apply. This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney for your specific situation.

COMMERCIAL LEASE AGREEMENT

Lease Date: [DATE]

This Commercial Lease Agreement ("Lease") is entered into as of the Lease Date by and between:

Landlord:

- Name: [FULL LEGAL NAME OF LANDLORD / PROPERTY OWNER / MANAGEMENT COMPANY]
- Entity Type: [Individual / LLC / Corporation / Trust]
- Address: [LANDLORD'S MAILING ADDRESS, CITY, STATE, ZIP]
- Phone: [PHONE NUMBER]
- Email: [EMAIL ADDRESS]

Tenant:

- Name: [FULL LEGAL NAME OF TENANT / BUSINESS ENTITY]
- Entity Type: [Individual / LLC / Corporation / Partnership]
- Address: [TENANT'S CURRENT MAILING ADDRESS, CITY, STATE, ZIP]
- Phone: [PHONE NUMBER]
- Email: [EMAIL ADDRESS]

1. PREMISES

Landlord hereby leases to Tenant the following described commercial property ("Premises"):

- Street Address: [FULL ADDRESS OF LEASED PROPERTY]
- Suite/Unit Number: [SUITE OR UNIT #, if applicable]
- City, State, ZIP: [CITY, STATE, ZIP]
- Square Footage (approx.): [NUMBER] sq. ft.
- Property Type: [Office / Retail / Industrial / Warehouse / Mixed-Use]
- Legal Description: [IF APPLICABLE — parcel number, lot, block]

Common Areas: Tenant shall have non-exclusive access to the following common areas: [lobby, hallways, restrooms, parking lot, loading dock, elevator, stairwells — specify which

apply].

2. LEASE TERM

2.1 Initial Term:

- Commencement Date: [DATE]
- Expiration Date: [DATE]
- Total Term: [NUMBER] months / years

2.2 Renewal Option (if applicable): Tenant shall have the option to renew this Lease for [NUMBER] additional term(s) of [NUMBER] months/years each, provided Tenant gives written notice of intent to renew at least [60 / 90 / 120] days prior to the expiration of the current term.

Renewal rent shall be: [same as current / increased by __% per year / adjusted to fair market value / mutually agreed upon].

3. RENT

3.1 Base Rent:

- Monthly Base Rent: \$[AMOUNT]
- Annual Base Rent: \$[AMOUNT]
- Rent Per Square Foot: \$[AMOUNT] per sq. ft. per [month / year]

3.2 Rent Escalation: Base Rent shall increase by [__% / \$__ / CPI adjustment] on each anniversary of the Commencement Date.

Year	Monthly Rent	Annual Rent
Year 1	\$[AMOUNT]	\$[AMOUNT]
Year 2	\$[AMOUNT]	\$[AMOUNT]
Year 3	\$[AMOUNT]	\$[AMOUNT]

3.3 Payment Terms:

- Due Date: [1st / 15th] day of each month
- Grace Period: [5 / 10] days
- Late Fee: \$[AMOUNT] or [__]% of monthly rent (whichever is greater)
- Payment Method: [Check / ACH / Wire Transfer / Online Portal]
- Make Payable To: [NAME]
- Send Payment To: [ADDRESS or ACCOUNT DETAILS]

3.4 Security Deposit:

- Amount: \$[AMOUNT] (typically 1-3 months' rent)
- Held at: [BANK NAME or escrow account]
- Return Conditions: Deposit shall be returned within [30 / 45 / 60] days after Lease termination, less deductions for unpaid rent, damages beyond normal wear and tear, or other Tenant obligations.

4. LEASE TYPE (Expense Allocation)

[CHECK ONE:]

☐ Gross Lease (Full-Service)

Landlord pays all operating expenses including property taxes, insurance, and maintenance.
Rent is inclusive.

☐ Modified Gross Lease

Landlord pays: [SPECIFY — e.g., property taxes, building insurance, structural maintenance]

Tenant pays: [SPECIFY — e.g., utilities, janitorial, interior maintenance]

☐ Triple Net Lease (NNN)

In addition to Base Rent, Tenant shall pay Tenant's proportionate share of:

- Property Taxes (Real Estate Tax): estimated \$[AMOUNT]/month
- Property Insurance: estimated \$[AMOUNT]/month
- Common Area Maintenance (CAM): estimated \$[AMOUNT]/month
- Total Estimated NNN Charges: \$[AMOUNT]/month

Tenant's proportionate share is % based on [Tenant's sq. ft. / Total building sq. ft.].

5. PERMITTED USE

5.1 Tenant shall use the Premises solely for the purpose of: [DESCRIBE PERMITTED BUSINESS USE — e.g., "operating a retail clothing store," "providing accounting and tax services," "operating a restaurant and bar," "warehousing and distribution of consumer goods"]

5.2 Tenant shall not use the Premises for any unlawful purpose or in any manner that would violate applicable zoning ordinances, building codes, or environmental regulations.

5.3 Exclusive Use (if applicable): Landlord agrees not to lease other space in the same building/complex to a business that [DESCRIBE COMPETING USE].

6. MAINTENANCE & REPAIRS

6.1 Landlord's Responsibilities:

- Structural components (roof, foundation, exterior walls)
- Building systems (HVAC central systems, plumbing mains, electrical mains)
- Common area maintenance
- [OTHER — specify]

6.2 Tenant's Responsibilities:

- Interior maintenance and cosmetic repairs
- Tenant's fixtures, equipment, and trade fixtures
- Interior plumbing and electrical (non-structural)
- HVAC maintenance within the Premises (regular filter changes, servicing)
- Glass replacement
- [OTHER — specify]

6.3 Reporting. Tenant shall promptly notify Landlord of any needed repairs that are Landlord's responsibility or any condition that poses a safety hazard.

7. ALTERATIONS & IMPROVEMENTS

7.1 Tenant shall not make any structural alterations, additions, or improvements to the Premises without Landlord's prior written consent.

7.2 Non-structural alterations (painting, shelving, minor fixtures) [require / do not require] Landlord's prior consent, provided they do not exceed \$[AMOUNT] in cost.

7.3 Ownership of Improvements. Upon Lease termination:

- ☐ All improvements become Landlord's property
- ☐ Tenant shall remove all improvements and restore Premises to original condition
- ☐ Landlord may elect which improvements remain and which must be removed

8. INSURANCE

8.1 Tenant's Insurance. Tenant shall maintain throughout the Lease term:

- Commercial General Liability: minimum \$[1,000,000] per occurrence / \$[2,000,000] aggregate
- Business Personal Property: covering Tenant's inventory, equipment, and fixtures
- Workers' Compensation: as required by state law (if Tenant has employees)
- [Business Interruption Insurance: recommended]

Landlord shall be named as an additional insured on Tenant's liability policy.

8.2 Landlord's Insurance. Landlord shall maintain:

- Building/property insurance covering the structure
- Landlord's liability insurance

8.3 Waiver of Subrogation. Each party waives any rights of recovery against the other for losses covered by their respective insurance policies.

9. INDEMNIFICATION

Tenant shall indemnify, defend, and hold harmless Landlord from any claims, damages, or expenses arising from Tenant's use of the Premises, Tenant's negligence, or any breach of this Lease by Tenant, except to the extent caused by Landlord's negligence or willful misconduct.

10. ASSIGNMENT & SUBLETTING

10.1 Tenant shall not assign this Lease or sublet all or any portion of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld.

10.2 In the event of an approved assignment or subletting, Tenant shall remain liable for all obligations under this Lease unless expressly released in writing by Landlord.

10.3 Landlord may condition consent upon: [increased rent / payment of transfer fee of \$[AMOUNT] / review of assignee financials].

11. DEFAULT & REMEDIES

11.1 Tenant Default. The following shall constitute an Event of Default: (a) Failure to pay rent within [10 / 15] days after written notice; (b) Failure to perform any other obligation within [30] days after written notice; (c) Filing of bankruptcy or insolvency proceedings; (d) Abandonment of the Premises; (e) Assignment for the benefit of creditors.

11.2 Landlord's Remedies. Upon an Event of Default, Landlord may: (a) Terminate this Lease and recover possession; (b) Accelerate all rent due for the remainder of the term; (c) Re-enter and relet the Premises on Tenant's behalf; (d) Pursue any other remedies available at law or in equity.

11.3 Landlord Default. If Landlord fails to perform any obligation under this Lease within [30] days after written notice from Tenant, Tenant may [pursue legal remedies / offset costs of cure against rent / terminate this Lease if the default is material].

12. TERMINATION

12.1 Expiration. This Lease shall terminate automatically on the Expiration Date unless renewed.

12.2 Early Termination (if applicable). [Tenant / Either party] may terminate this Lease prior to the Expiration Date by providing [] days' written notice and paying an early termination fee of \$[AMOUNT] / [] months' rent].

12.3 Surrender of Premises. Upon termination, Tenant shall: (a) Vacate the Premises in broom-clean condition; (b) Remove all Tenant's property, fixtures, and signage; (c) Repair any damage caused by removal; (d) Return all keys, access cards, and parking devices.

12.4 Holdover. If Tenant remains in possession after Lease termination without Landlord's consent, Tenant shall be a holdover tenant at [150% / 200%] of the then-current monthly rent, on a month-to-month basis subject to [30] days' notice by either party.

13. GOVERNING LAW & DISPUTES

13.1 This Lease shall be governed by the laws of the State of [STATE].

13.2 Any disputes shall be resolved by:

[] Mediation, then Arbitration — in [CITY, STATE]

[] Litigation — in the state or federal courts of [COUNTY, STATE]

13.3 The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs.

14. MISCELLANEOUS

(a) Entire Agreement. This Lease constitutes the entire agreement and supersedes all prior negotiations and agreements.

(b) Amendments. No modification shall be valid unless in writing and signed by both parties.

(c) Severability. If any provision is found unenforceable, the remaining provisions continue in full force.

(d) Notices. All notices shall be sent to the addresses listed above via certified mail or email with delivery confirmation.

(e) Quiet Enjoyment. Landlord covenants that Tenant shall peacefully and quietly enjoy the Premises during the Lease term, provided Tenant complies with this Lease.

(f) Force Majeure. Neither party shall be liable for failure to perform due to causes beyond reasonable control (natural disasters, government actions, pandemics).

(g) Counterparts. This Lease may be executed in counterparts, including electronic counterparts.

SIGNATURES

Landlord:

Signature: _____

Printed Name: [FULL LEGAL NAME]

Title: [TITLE, if applicable]

Date: _____

Tenant:

Signature: _____

Printed Name: [FULL LEGAL NAME]

Title: [TITLE, if applicable]

Date: _____

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