Shop/Store Lease Agreement

**PARTIES**. This lease/rental agreement (“Agreement”) made on \_\_\_\_\_\_\_\_\_\_\_\_\_ is between:

**The Lessor**: \_\_\_\_\_\_\_\_\_\_\_\_ whose mailing address is (herein known as the “The Lessor”), and

**The Lessee:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein known as “The Lessee”).

The Lessor and Lessee are each referred to herein as a “Party,” and collectively known as the “Parties.”

TERMS AND CONDITIONS

**LEASE AGREEMENT.** The Lessor hereby leases a commercial property (hereinafter known as “Premises”) to the Lessee, herein described as a Store, located at \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**LEASE TERM**. This Agreement will cover a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which shall start on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein known as the “Lease Term”).

The Lessee shall have the right to inspect the Premises \_\_\_\_\_\_\_\_\_\_\_\_\_\_ before the commencement of the lease term. Any concerns regarding the during this period should immediately be communicated to the Lessor.

**RENT**. The Lessee shall pay a monthly rent of $ \_\_\_\_\_\_\_\_\_\_\_\_\_, with the first month’s rent paid in advance. Payment of rent shall be made on or before the \_\_\_\_\_\_\_\_\_\_\_\_\_.

A late charge or fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be imposed if the rent is not paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ after the due date.

**DEPOSIT**. The Lessee shall also pay a security deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which shall be refunded \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ upon expiry or termination of this Agreement. An itemized list of deductions will be provided by the Lessor upon refund of the security deposit.

The Lessee shall forfeit in claiming the security deposit if the Lessee fails to claim it within \_\_\_\_\_\_\_\_\_\_\_\_ after the security deposit return period or if the Lessee breaches the terms of the Agreement.

**PAYMENT OPTION.** The Parties agree that payment of rent, deposits, fees, and other charges described herein shall be made in \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Parties agree that the future payment of rent, deposits, fees, and other charges described herein shall be mailed or delivered by hand to the Lessor.

**RENEWAL OPTION.** This Agreement does not automatically renew upon expiration. The Lessee may, however, renew or extend the Lease Term provided that a written notice is sent to the Lessor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before the expiration of the Lease Term.

The Lessee may also terminate this Agreement before its expiration, provided that a written notice is sent to the Lessor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_before the intended date of termination.

**RIGHT TO ACCESS AND ENTRY.** The Lessee shall have the right to access and enter the premises upon commencement date. However, Lessee’s right to access and enter the premises shall terminate upon eviction or upon the end of the move-out period.

The Lessor shall have the right to access and enter the premises upon reasonable notice, for purposes of inspection during the lease term or expiration thereof.

**USE OF THE PREMISES.** The Lessee agrees to use the premises for commercial purposes and is subject to the following conditions of its use, throughout the lease.

1. The Lessee shall not use the Premises for unlawful and immoral activities, or to store illegal items and substances.
2. The Lessee shall not cause, permit, or maintain waste around and within the Premises.
3. The Lessee shall not cause a nuisance and inconvenience to its neighbors.
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following prohibitions are subject to the fines and penalties imposed by Lessor and the stat of \_\_\_\_\_\_\_\_\_\_\_\_. Written notice of penalties incurred shall be sent to the Lessee within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ after committing any of the prohibited acts mentioned.

**MAINTENANCE, REPAIRS, AND IMPROVEMENTS.** The Lessor shall deliver the premises in mint condition and complete with the necessary utilities required by law.

The Lessee shall be responsible for the maintenance and repairs of the Premises’ utilities and its fixtures, including the payment of its bills.

The Lessee shall not make any alterations, modifications, and improvements without the consent of the Lessor. A written request should be submitted to the Lessor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before making such improvements.

Any damages in the Premises caused by normal wear and tear, which severely affects the safety of the Lessee, throughout the lease term shall abate or adjust the rent until the premises are restored to its original condition.

Damages to the premises beyond normal wear and tear shall be the sole responsibility of the Lessee, including the expenses for its repairs.

**INSURANCE, LICENSES, AND PERMITS.** Insurance of the Premises shall be the responsibility of the Lessor.

Insurance, licenses, permits, and other dues pertaining to the business of the Lessee shall be the sole responsibility of the Lessee.

The Lessee shall not be allowed to keep or store materials and substances prohibited by the Premises’ insurance policy.

**ASSIGNMENT AND SUBLETTING.** The Lessee is prohibited to assign or sublet the lease and the Premises to any parties without the consent of the Lessor. The Lessee shall submit a written request to the Lessor should he find it necessary for any reason.

**DEFAULT, ABANDONMENT, AND SEVERITY.** The Lessee will be in default under the following circumstances:

1. Failure to pay the monthly rent on the due date set by this Agreement for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Repeatedly violating the terms and conditions of the Agreement.
3. Using the Premises for unlawful purposes.
4. Abandonment of the Premises for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. If the Lessee is arrested and convicted for any crime.

Any of the defaults mentioned above shall immediately terminate the validity of this Agreement.

**WARRANTIES AND INDEMNIFICATION.** The Lessor warrants that it is the owner of the Premises and has the right to lease it free of all encumbrances and obligations. The Lessor will defend Lessee's right to quiet enjoyment of the Premises from the unlawful claims of all persons during the Lease Term.

The Lessor shall not be liable for any delays in turning over the Premises to the Lessee. Nor will any delays cause the termination or affect the validity of this Agreement.

The Lessor shall not be liable for any damages or personal injuries incurred inside the Premises during the Lease Term.

**NOTICES.** All notices, requests, and other communication in this Agreement shall be in writing, be delivered or mailed by registered mail with return receipt requested, and deemed delivered upon receipt or within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_following the date of the mailing.

All notices, requests, and other communication in this Agreement shall be delivered or mailed by registered mail with return receipt requested, at both parties’ respective addresses.

**BINDING EFFECT.** The terms and conditions and shared covenants in this Agreement shall be binding upon and inure to the benefit of the Parties herein

**GOVERNING LAW.** The terms and conditions of this Agreement shall be governed and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Parties hereby accepts the terms and conditions of this agreement with their signatures below on the following dates

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

The State of \_\_\_\_\_\_\_\_\_\_\_\_\_.

On this day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the Lessee of this lease, who proved to me through government-issued photo identification to be the above-named person, in my presence executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

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

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_