

Contract Template

Commercial Lease Agreement

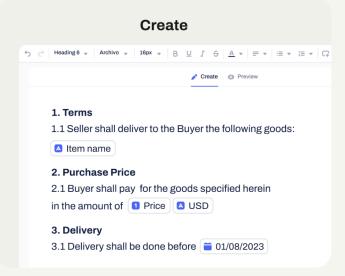
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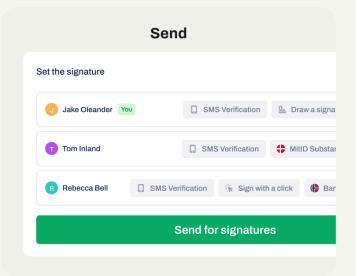


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The above parties have entered into following Commercial Lease Agreement(the "Agreement") regarding the lease of certain real property.

1. THE PREMISES

- 1.1 The premises are located on street address, zip code, city and together represent xx m2.
- 1.2 fill in anything else related to the premises, e.g. parking, etc.
- 1.3 The premises shall be used for <u>purpose</u> and shall not, without Landlord's written consent be used for other purposes.
- 1.4 The Tenant is in every respect responsible for, either within or from the premises, that the activities on the premises are not in violation of public statutes or regulations. The Tenant also undertakes sole responsibility and risk to obtain the necessary government permits to that of the desired use of the premises.
- 1.5 Tenant shall not undertake or carry on polluting activity on the property or premises. It is assumed that the use of the premises does not cause odor, noise or otherwise any nuisance or inconvenience to property or tenancy other residents or neighbors.
- 1.6 Tenant shall not, without Landlord's approval, make changes to building character, including changing the layout, and any such changes must in all cases comply with regulatory requirements. The Tenant has a right to make usual installations in on the premises, and duty, after the Landlord reasonably justified instructions, to make installations and refurbishments, when changes occur to satisfy the demands of a public authority on the contractual use of the premises.

2. TENANCY START AND END

2.1 The tenancy starts on <u>date</u> and lasts until it is terminated in writing by either party with \underline{x} months' notice for vacating the first in a month.

- 2.2 On the day of the beginning of the tenancy or at any other agreed time within one month form said time, Landlord and Tenant must together inspect the premises in order to determine any defects that the Landlord must repair. Visible defects in the premises shall be notified to the Landlord within two weeks of the premises beginning.
- 2.3 Landlord shall prepare a list of defects which are to be sent to the Tenant. Tenant's appeals against the deficiency list must be communicated to the Landlord within 8 days after the defect list has reached the Tenant and Landlord have the right and duty to remedy the defects without delay.
- 2.4 The Tenant is required to give the Landlord or his representative access to premises within normal working hours to carry out any remedial work.
- 2.5 When the tenancy is terminated, the Tenant is required, if requested by Landlord, to ensure adequate restoration of the premises at no cost to Landlord.
- 2.6 The Landlord is entitled to terminate this Agreement <u>x</u> days' notice if the Tenant materially breaches this Agreement, including any house rules or defaults on payments.

3. RENT AND DEPOSIT

- 3.1 The annual rent agreed to xx DKK.
- 3.2 The rent is paid monthly in advance, the first time on <u>date</u>, covering the period from <u>date</u> to <u>date</u>.
- 3.3 Within \underline{x} days after the signature of this Agreement, Tenant shall make a deposit equal to \underline{x} months' rent, and \underline{x} months on account amount, a total of $\underline{x}\underline{x}$ DKK.
- 3.4 The total sum payable is thus xx DKK, by date to Landlord.
- 3.5 The deposit serves as security for the Tenant's fulfilment of all obligations under this Agreement, including rent payments, the Tenant's implementation of reconstruction works

and restoration of such, as well as security for the Tenant's obligations in respect of vacating. The deposit is not remunerated.

3.6 Landlord must indicate where and how the rent payment must be paid.

4. ADJUSTMENT OF THE RENT

- 4.1 The rent shall increase each year per <u>date</u>; the first time on <u>date</u>, with \underline{x} % of the previous year's rent.
- 4.2 Should the property or premises be imposed new or increased taxes and / or fees for tenancy, also such costs due to the property's higher function in property value, can such costs result in an increase to the rent.

5. WATER, HEAT, HOT WATER AND ELECTRICITY SUPPLY AND COMMON COSTS

- 5.1 In addition to the rent, Tenant shall pay a proportionate share of the cost of the property supply of heat and hot water by consumption meter and valve units.
- 5.2 The Tenant pays an account amount to cover its share of the expenditures expected, payable simultaneously with the rent. The account amount is currently set to xx DKK per month.
- 5.3 In addition, Tenant shall pay the proportionate share in the property's common expenses and taxes, including for example:
 - All property taxes, including contribution rates, etc.
 - Operating, maintenance and upkeep (including snow removal) of common outdoor areas, including sidewalks, walkways, run areas, courtyards, parking areas and planting.

- Cost of cleaning and window cleaning of common building areas including stairways and basements.
- Other operating, cleaning and maintenance expenses relating to joint installations including electricity costs for common lighting and other installations.
- Expenses for renovation, rental of a container and other waste collection equipment,
 etc.
- Preparation of accounting.
- 5.4 Accounting for the above costs is calculated annually by the end of the fiscal year and distributed to the individual premises compared to the Landlord fixed allocation principles; currently by size. The financial year of common costs is from date date.
- 5.5 The joint costs are allocated to the individual premises for the gross area. The distribution division for operating costs is currently \underline{xx} / \underline{xx} .
- 5.6 The Landlord is entitled to demand reimbursement of all later taxes, fees and charges of any kind that may be imposed, whether these are the result of the increase in property or land value.

6. THE PREMISES

- 6.1 The premises are delivery fully refurbished and in a condition ready to move into.
- 6.2 Any additional equipment or furniture procurement is done by the Tenant and for the Tenant's account.
- 6.3 Defects that by exercising reasonable care should have been discovered by the Tenant at the inspection of the premises, cannot be claimed if Tenant not within 4 weeks after the premises commencement notify the Landlord about these defects. This however should not include installations which under the legislation is not installed or configured correctly, but are still functional (e.g. electrical systems, fans, etc.).

7. MAINTENANCE AND CHANGE OF TENANCY

- 7.1 The internal maintenance of premises is the responsibility of the Tenant.
- 7.2 The Tenant is obliged to make sure that the Tenant's staff as others who have access to premises, handle this properly and are liable for any damage that such persons may apply to the premises.
- 7.3 The Property exterior maintenance is the responsibility of the Landlord.
- 7.4 The Tenant may not without the Landlord's written consent make changes, penetrations or attachment to the property, including floors, walls, ceilings, windows, doors and installations of all kinds. The Landlord may not unreasonably refuse consent to the change.
- 4.5 Although the Landlord's grants permission, the Landlord may at the premises termination demand that the installations remain in the premises without compensation to Tenant or to be removed and all after repairs shall be borne by the Tenant.

8. MOVING OUT AND HANDING BACK

- 8.1 Since the premises is taken over fully refurbished, the Tenant must when vacating deliver premises in the same condition (not included normal wear and tear). Among other things, this means that the premises must be delivered in freshly painted condition and with newly treated floors.
- 8.2 All keys must at tenancy termination be delivered to the Landlord. If the Tenant does not submit all keys, the Tenant shall pay all costs for re-coding and replacement of locks, including new keys.
- 8.3 Landlord and Tenant must agree on a time for an inspection for vacating of the premises at the latest of 4 weeks before the Tenant must vacate the premises. Defects, that by

exercising reasonable care, should have been discovered by the Landlord cannot be claimed, if the Landlord not within 4 weeks after Tenant's vacating notify the Tenant that. This does not apply if the Tenant has acted fraudulently.

- 8.4 The Tenant's obligation to restore the premises must be concluded before the expiry of the tenancy period. Have the Tenant vacated the premises without having fulfilled its renovation obligations under this Agreement, the Landlord has the right to conduct a reconditioning of the premises for the Tenant's expense and demand payment of rent etc. under this Agreement in the refurbishment period.
- 8.5 Repair work must be performed by VAT-registered and professional parties.

9. OTHER PROVISIONS

- 9.1 The rent and all other payments under this Agreement, including the deposit, down payment, etc., shall be added VAT at the then-current rate; currently 25%. VAT is an obligation between the parties and must be paid simultaneously with the rent and other amounts provided by this Agreement.
- 9.2 The Tenant is entitled at his own initiative and own expense to register the Agreement on the property, so that registration shall respect the property registered easements, encumbrances and mortgages. In addition, land registration of Agreement respecting the future of the property so registered mortgages and easement founding declarations (with or without mortgage) on the property.
- 9.3 If the Agreement is registered, the Tenant must at end of the tenancy for its own expense cancel the Agreement and submit to Landlord a copy of the cancellation endorsement.
- 9.4 The Parties shall bear their own costs when entering into this Agreement.

Your report is ready



Key Terms and Overview of Plant and Flowers Logistics Warehouse Lease

This commercial lease agreement is between Bredford Family & Friends (Landlord) and Plant and Flowers Logistics (Tenant) for a 5,0 rehouse space located at 19141 Pine

Read full summary

Key Data Fields

Every contract is built on data. Learn more →

Base Rent Operating Cost Security Deposit Late Charge Square Footage of Premises



Potential risks

Key Risks in Plant and Flowers Logistics Warehouse Lease

A potential risk is the environmental restrictions prohibiting storage or use of hazardous materials, which could impact Tenant's use any chemicals/pesticides. Another Read full report



Important dates in the contract

We've discovered these dates that might be relevant for you:

Commencement Date March 1, 2018

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