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COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, *20*,

BY AND BETWEEN:

1. [Full Legal Name of Lessor], of [Residential/Business Address], a Ghanaian adult of sound mind and lawful capacity, hereinafter referred to as the **"Lessor"** (which expression shall, where the context admits, include his/her heirs, legal representatives, successors, and permitted assigns);

AND

2. [Full Legal Name of Lessee], of [Residential/Business Address], a Ghanaian adult of sound mind and lawful capacity, hereinafter referred to as the **"Lessee"** (which expression shall, where the context admits, include his/her heirs, legal representatives, successors, and permitted assigns).

The Lessor and the Lessee shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party."**

RECITALS

WHEREAS, the Lessor is the lawful owner, holder of title, and person in possession and control of a certain commercial property located at [Insert Address and Landmark], duly registered with the Lands Commission of Ghana under Land Title Certificate Number [Insert Number];

WHEREAS, the Lessee is desirous of leasing the said property solely for commercial purposes, namely [Insert Nature of Business e.g., retail trade, office operations, warehousing], and the Lessor is willing to grant such lease on the terms and conditions set forth herein;

WHEREAS, the Parties wish to establish a formal and enforceable lease agreement under the laws of the Republic of Ghana to protect their respective interests and define their rights and obligations;

NOW THEREFORE, in consideration of the mutual covenants, obligations, representations, and warranties set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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CLAUSE 1 – PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to grant the Lessee the exclusive right to occupy and use the leased premises described herein for commercial use, and to establish the rights, responsibilities, and liabilities of both the Lessor and the Lessee during the term of the lease.

1.2 This Agreement is intended to:

- Ensure peaceful and lawful possession of the leased property by the Lessee;
- Regulate the amount and schedule of rent and other financial obligations;
- Preserve the value and condition of the premises through appropriate maintenance obligations;
- Provide mechanisms for renewal, termination, dispute resolution, and enforcement;
- Comply with the applicable statutes, regulations, and common law principles of Ghanaian law governing landlord-tenant relationships.

CLAUSE 2 – DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them, unless the context indicates otherwise:

2.1 "Agreement" means this Commercial Lease Agreement, including all schedules, annexures, addenda, or modifications made in writing and signed by the Parties.

2.2 "Premises" or "Leased Premises" refers to the specific portion of the Lessor's property to be leased under this Agreement, situated at [Insert Address], consisting of [Insert Description: e.g., 2-storey building, 1,500 sq. ft. retail space], including any attached fixtures, improvements, or access rights expressly granted.

2.3 "Commencement Date" means the date on which the Lessee takes possession of the Premises under this Agreement, being [Insert Date].

2.4 "Lease Term" means the initial duration of the lease as agreed between the Parties, commencing on the Commencement Date and expiring on [Insert Expiration Date], unless terminated earlier in accordance with this Agreement.

2.5 "Rent" refers to the total monthly rental sum payable by the Lessee to the Lessor for the right to use the Premises, exclusive of service charges, utility costs, levies, or other fees unless otherwise specified.

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2.6 "Security Deposit" means the refundable sum of money deposited by the Lessee with the Lessor to cover damages, unpaid rent, or other obligations, in the amount of GHS [Insert Amount], payable upon execution of this Agreement.

2.7 "Force Majeure" refers to acts or events beyond the control of the Parties, including but not limited to natural disasters, civil unrest, war, governmental actions, or pandemics, which materially affect the performance of obligations under this Agreement.

2.8 "Commercial Use" means use of the Premises for purposes related to trade, business, commerce, or professional services, and expressly excludes residential, religious, or industrial use unless specifically authorized.

2.9 "Governing Law" means the laws of the Republic of Ghana, including statutes, regulations, and case law applicable to leasehold arrangements and property rights.

2.10 "Notice" refers to any written communication sent by one Party to the other in accordance with the procedure and contact details specified in this Agreement.

CLAUSE 3 – LEASE TERM AND POSSESSION

3.1 Lease Term
(a) The lease term (the "Lease Term") shall commence on **[Start Date]** (the "Commencement Date") and shall continue until **[End Date]** (the "Expiration Date"), unless earlier terminated in accordance with this Agreement.
(b) The Tenant acknowledges that this is a **[gross/net/triple net (NNN)]** lease, and the terms of payment shall be as outlined in **Clause 3 (Rent and Payment Terms)**.
(c) If the Tenant remains in possession of the Premises after the Expiration Date without a written extension or renewal agreement, such occupancy shall be considered a **holdover tenancy**, subject to the terms set forth in **Clause 2.4 (Holdover Tenancy).**

3.2 Renewal Option *(If Applicable)*
(a) The Tenant may have the option to renew the Lease Term for an additional period of **[Renewal Term Length]**, provided that:

- The Tenant is in compliance with all lease terms at the time of renewal.
- The Tenant provides the Landlord with written notice of intent to renew at least **[Number]** days prior to the Expiration Date.
- The rental rate for the renewal period shall be **[$Amount] per [Month/Year]**, unless otherwise agreed upon in writing by both parties.

(b) If the Tenant fails to provide notice of renewal within the specified timeframe, the Landlord shall have no obligation to extend the lease beyond the Expiration Date.

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3.3 Early Termination *(If Applicable)*
(a) The Tenant may terminate this Lease Agreement prior to the Expiration Date by providing **[Number]** days' written notice and paying an early termination fee equal to **[Amount]**, unless waived by the Landlord.
(b) If the Landlord elects to terminate the lease early for reasons other than a Tenant Default, the Landlord must provide **[Number]** days' written notice and may be required to compensate the Tenant for reasonable relocation expenses, unless otherwise stated in this Agreement.

3.4 Holdover Tenancy
(a) If the Tenant continues to occupy the Premises beyond the Expiration Date without a signed renewal agreement, the Tenant shall be deemed a holdover tenant.
(b) During the holdover period:

- The Tenant shall pay a rental rate of **[Percentage]% of the most recent monthly Rent** or a rate determined by the Landlord, subject to applicable laws.
- The Landlord may terminate the holdover tenancy by providing **[Number]** days' written notice to vacate.
- The Tenant shall remain subject to all terms of this Agreement except as modified by this provision.

3.5 Delivery of Possession
(a) The Landlord shall deliver possession of the Premises to the Tenant in a **clean, functional, and tenantable condition** on the Commencement Date.
(b) If the Landlord fails to deliver possession of the Premises by the Commencement Date, the Tenant may, at its sole discretion:

- Delay rent payments until possession is granted.
- Terminate this Agreement if possession is not delivered within **[Number]** days of the Commencement Date, with a full refund of any rent or deposit paid.
  (c) The Tenant acknowledges that possession of the Premises is subject to any applicable zoning laws, building regulations, or homeowners' association (HOA) rules.

3.6 Surrender of Premises
(a) Upon expiration or termination of this Agreement, the Tenant shall:

- Vacate the Premises in the same condition as received, reasonable wear and tear excepted.
- Remove all business-related equipment, signage, and personal property.
- Return all keys, access devices, and security passes to the Landlord.
- Make any necessary repairs for damages caused by the Tenant beyond normal wear and tear.

(b) The Landlord reserves the right to deduct reasonable repair or cleaning costs from the Security Deposit if the Premises is not returned in satisfactory condition.

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CLAUSE 4 – RENT AND PAYMENT TERMS

4.1 Base Rent and Due Date
(a) The Tenant agrees to pay the Landlord a monthly rent of **[$Amount]** (the "Base Rent"), payable on the **[Day]** of each month (the "Due Date"), beginning on **[Start Date]**.
(b) Rent payments shall be made in **[Payment Method: Check, Bank Transfer, Online Payment, Direct Deposit, etc.]** to the Landlord at **[Payment Address or Account Information]** or another method designated by the Landlord.
(c) If the Lease Term begins on a date other than the first day of a calendar month, the first month's Rent shall be prorated based on the number of days remaining in that month.

4.2 Additional Rent (If Applicable)
(a) In addition to the Base Rent, the Tenant shall pay the following additional rent (collectively, "Additional Rent"):

- **Common Area Maintenance (CAM) Fees**: [Specify monthly/annual amount or percentage].
- **Property Taxes**: Tenant shall be responsible for **[full/partial]** payment of property taxes related to the Premises.
- **Building Insurance**: Tenant shall pay **[full/partial]** costs for property insurance covering the Premises.
- **Utility Costs**: As detailed in **Clause 6 (Utilities and Services)**.
  (b) Additional Rent shall be due on the same schedule as Base Rent unless otherwise specified in this Agreement.

4.3 Security Deposit
(a) The Tenant shall pay a Security Deposit in the amount of **[$Amount]**, due upon execution of this Agreement.
(b) The Security Deposit shall be held by the Landlord as security for any unpaid rent, damages to the Premises, or other costs incurred due to the Tenant's failure to comply with the terms of this Agreement.
(c) The Security Deposit shall **[be OR not be]** applied toward the last month's Rent.
(d) The Landlord shall return the Security Deposit within **[Number]** days after the Tenant vacates the Premises, minus any deductions for damages, unpaid rent, or other outstanding amounts, as permitted by law.

4.4 Late Fees and Returned Payments
(a) If Rent is not received by the Due Date, the Tenant shall pay a **late fee of [$Amount or Percentage]** for each day the Rent remains unpaid beyond **[Grace Period, if any]** days.
(b) If any Rent payment is returned for insufficient funds (NSF), the Tenant shall pay a **[$Amount]** NSF fee in addition to any applicable late fees.
(c) The Landlord reserves the right to require future payments in the form of **cash, money order, or certified check** if a payment is returned due to insufficient funds.

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4.5 Rent Increases *(If Applicable)*
(a) The Landlord may increase the Base Rent after the initial Lease Term by providing the Tenant with **[Number]** days' written notice before the effective date of the increase.
(b) Any rent increase shall be reasonable and comply with applicable **local, state, or federal commercial lease laws**.

4.6 Triple Net Lease (NNN Lease) Terms *(If Applicable)*
(a) This lease is classified as a **Triple Net (NNN) Lease**, meaning the Tenant is responsible for:

- **Property taxes**
- **Building insurance**
- **Maintenance and repairs**

(b) The Tenant shall pay their proportionate share of these expenses, as determined by **[Percentage of total building occupancy, square footage, or another agreed-upon method]**.

CLAUSE 5 – USE OF PREMISES AND BUSINESS OPERATIONS

5.1 Permitted Use
(a) The Tenant shall use the Premises solely for **[specific business use, e.g., retail store, office space, warehouse, etc.]** and shall not use the Premises for any other purpose without the prior written consent of the Landlord.
(b) The Tenant shall comply with all **federal, state, and local laws, zoning ordinances, building codes, and regulations** governing the operation of their business.
(c) The Tenant shall obtain and maintain all **necessary licenses, permits, and approvals** required for its business operations.

5.2 Prohibited Uses
The Tenant shall **not** use or permit the use of the Premises for any of the following:
(a) Illegal or hazardous activities, including but not limited to drug manufacturing, gambling, or any criminal enterprises.
(b) Activities that create excessive noise, vibrations, odors, or other nuisances that disrupt neighboring tenants or properties.
(c) The storage, handling, or disposal of hazardous materials, except as permitted by law and approved by the Landlord.
(d) Any residential use, temporary lodging, or subleasing without prior written approval.
(e) Any business that competes directly with existing tenants in the same commercial property, if applicable.

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5.3 Compliance with Landlord's Rules
(a) The Tenant shall adhere to all **rules, regulations, and policies** established by the Landlord, including common area use, signage policies, and business hours (if applicable).

(b) If the Premises is located in a **multi-tenant building or shopping center**, the Tenant shall comply with all rules related to common areas, parking, and shared facilities.

5.4 Alterations and Improvements
(a) The Tenant shall **not** make any structural modifications, interior renovations, or significant alterations to the Premises without the prior written consent of the Landlord.
(b) If alterations are approved, the Tenant shall:

- Obtain all necessary permits and approvals.
- Ensure that all work is performed by **licensed and insured** contractors.
- Restore the Premises to its original condition upon lease termination, unless otherwise agreed.

5.5 Signage and Advertising
(a) The Tenant shall obtain **Landlord's prior written approval** before installing any **signage, banners, or advertisements** on the Premises or common areas.
(b) All signage must comply with **local zoning laws, building codes, and any property management rules**.
(c) The Tenant is responsible for maintaining any approved signage in good condition and for removing it upon lease termination.

5.6 Parking and Common Areas *(If Applicable)*
(a) The Tenant shall have the right to use **[Number]** designated parking spaces for its employees and customers, subject to availability and property rules.
(b) The Tenant shall not obstruct driveways, loading zones, or common areas.
(c) If applicable, the Tenant shall contribute to the maintenance of shared parking areas and common facilities as part of the **CAM fees (Common Area Maintenance fees)**.

CLAUSE 6 – MAINTENANCE, REPAIRS, AND TENANT RESPONSIBILITIES

6.1 Landlord's Responsibilities
(a) The Landlord shall be responsible for maintaining the structural integrity of the Premises, including the **roof, exterior walls, foundation, and major building systems** (e.g., electrical, plumbing, and HVAC), unless otherwise specified in a **Triple Net (NNN) Lease**.
(b) The Landlord shall ensure that the Premises is in **good working condition** upon the Commencement Date.
(c) The Landlord shall be responsible for repairs resulting from **normal wear and tear**, natural

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disasters, or damages not caused by the Tenant's negligence.
(d) If the Landlord fails to complete required repairs within a reasonable timeframe after receiving notice from the Tenant, the Tenant may arrange for necessary repairs and deduct the cost from Rent, subject to legal limitations.

6.2 Tenant's Responsibilities
(a) The Tenant shall keep the Premises clean, safe, and in good condition and shall not engage in any activity that could cause damage to the property.
(b) The Tenant shall be responsible for **routine maintenance and minor repairs**, including but not limited to:

- Replacing light bulbs and air filters.
- Maintaining floors, fixtures, and business equipment.
- Regularly taking out trash and ensuring proper waste disposal.
- Keeping plumbing and electrical fixtures in good working order.
  (c) The Tenant shall notify the Landlord **immediately** of any issues that require repairs to prevent further damage.

6.3 Damage to the Premises
(a) The Tenant shall be responsible for the cost of repairs for any damages caused by **negligence, misuse, or intentional acts**, including:

- Damage to walls, flooring, or fixtures beyond normal wear and tear.
- Clogged drains due to improper use.
- Broken windows, doors, or locks caused by negligence.
  (b) If the Tenant fails to report necessary repairs that lead to further damage, the Tenant shall be liable for the cost of additional repairs.

6.4 Emergency Repairs
(a) In the event of an emergency repair that threatens **life, health, or the integrity of the Premises**, the Tenant shall:

- Immediately notify the Landlord via **[contact method: phone/email]**.
- If unable to reach the Landlord, take reasonable steps to prevent further damage, such as shutting off the water supply in case of a leak.

(b) If the Landlord fails to respond within a reasonable timeframe, the Tenant may arrange for emergency repairs up to **[$Amount]** and seek reimbursement from the Landlord, provided the repair was necessary and documented with receipts.

6.5 HVAC, Electrical, and Plumbing Systems
(Applicable in a Modified Gross or Triple Net (NNN) Lease)

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(a) The Tenant shall be responsible for **regular servicing and maintenance** of HVAC, electrical, and plumbing systems.
(b) Any **repairs exceeding [$Amount]** shall be the responsibility of the Landlord, unless damages result from the Tenant's misuse.

6.6 Pest Control and Sanitation
(a) The Landlord shall ensure that the Premises is pest-free at the time of move-in.
(b) The Tenant shall be responsible for maintaining proper hygiene and sanitation to prevent pest infestations.
(c) If a pest issue arises during the Lease Term and is determined to be caused by the Tenant's negligence, the Tenant shall bear the cost of extermination.

6.7 Landscaping and Outdoor Maintenance *(If Applicable)*
(a) If the Premises includes a **yard, parking lot, or outdoor space**, the responsibility for landscaping and maintenance shall be as follows:

- **Landlord's Responsibility**: General landscaping, tree trimming, and seasonal maintenance.
- **Tenant's Responsibility**: Keeping storefronts, sidewalks, and entryways clean.

(b) The Tenant shall not make unauthorized modifications to outdoor areas, including installing signage, planting trees, or altering exterior structures, without written approval from the Landlord.

CLAUSE 7 – UTILITIES AND SERVICES

7.1 Tenant's Responsibility for Utilities
(a) The Tenant shall be responsible for the timely payment of the following utilities and services associated with the Premises:

- Electricity
- Water and Sewer
- Gas (if applicable)
- Internet and Cable TV
- Trash Collection
- Any other utilities or services necessary for business operations

(b) The Tenant shall ensure that all utilities are transferred into their name as of the **Commencement Date** and remain active for the entire Lease Term unless otherwise stated in this Agreement.

7.2 Landlord's Responsibility for Utilities *(If Applicable)*
(a) The Landlord shall be responsible for the following utilities and services:

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- [Specify if the Landlord covers water, gas, electricity, or other services]
- Any common area maintenance or services (for multi-tenant buildings)

(b) If utilities are included in the Rent, the Landlord shall provide a breakdown of the covered services in **Schedule A**.

7.3 Shared Utilities (If Applicable)
(a) If the Premises are part of a **multi-tenant property** where utilities are shared, the Tenant shall:

- Pay a prorated share of the utility bills as determined by **[percentage, square footage, or another method]**.
- Receive a monthly statement from the Landlord detailing their portion of the utility costs.

(b) Any disputes regarding shared utilities shall be resolved in good faith between the Tenant and Landlord.

7.4 Disruption of Services
(a) The Landlord shall not be held liable for any temporary interruptions in utility services caused by:

- Acts of God, natural disasters, or extreme weather conditions.
- Service provider outages or maintenance.
- Repairs or improvements conducted on the Premises or infrastructure.

(b) In the event of a prolonged service disruption lasting more than **[number]** consecutive days due to the Landlord's negligence, the Tenant may request a prorated rent reduction for the period affected.

7.5 Unauthorized Utility Modifications
(a) The Tenant shall not:

- Install additional utility connections, including satellite dishes or external wiring, without prior written approval.
- Modify or tamper with water, electrical, or gas systems.
- Install high-energy consumption appliances (e.g., industrial equipment) without Landlord approval.

(b) The Tenant shall be responsible for any fines, damages, or additional costs resulting from unauthorized modifications.

CLAUSE 8 – INSURANCE AND LIABILITY

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8.1 Tenant's Insurance Requirements
(a) The Tenant **shall OR shall not (choose applicable option)** be required to obtain and maintain **commercial liability insurance** for the duration of the Lease Term.
(b) If required, the Tenant shall obtain a **commercial general liability insurance policy** with a minimum coverage of **[$Amount]** per occurrence and **[$Amount]** in aggregate coverage.
(c) The Tenant shall provide proof of insurance within **[Number]** days of the Commencement Date and shall ensure the policy remains active throughout the lease period.
(d) The Tenant shall name the Landlord as an **additional insured** on the policy and shall provide a certificate of insurance to the Landlord upon request.

8.2 Landlord's Insurance
(a) The Landlord shall maintain a **property insurance policy** covering structural damage to the Premises due to fire, natural disasters, or other covered perils.
(b) The Landlord's insurance **shall not cover** the Tenant's business property, equipment, inventory, or liability arising from the Tenant's operations.

8.3 Tenant's Liability
(a) The Tenant shall be liable for any **damage, destruction, or loss** to the Premises caused by:

- The Tenant's negligence, misconduct, or failure to comply with lease terms.
- Damage caused by the Tenant's employees, customers, or business operations.
- Intentional destruction or misuse of the property.

(b) If the Tenant causes damage requiring repairs, the Tenant shall be responsible for the **cost of repairs**, which may be deducted from the Security Deposit or billed directly to the Tenant.

8.4 Indemnification
(a) The Tenant agrees to **indemnify and hold the Landlord harmless** from any claims, liabilities, or expenses arising from:

- Injuries sustained on the Premises due to the Tenant's negligence.
- Damage to the property caused by the Tenant or their business operations.
- Any legal or financial obligations resulting from the Tenant's failure to comply with this Agreement.

(b) The Landlord shall not be responsible for **injuries, accidents, or property loss** unless directly caused by the Landlord's negligence or failure to maintain the property in a habitable condition.

8.5 Liability for Natural Disasters and Unforeseen Events
(a) Neither party shall be liable for any loss, damage, or injury resulting from **acts of God, extreme weather conditions, earthquakes, fires, floods, government actions, or other force majeure events**.
(b) In the event that the Premises becomes **uninhabitable** due to a disaster or unforeseen event:

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- The Landlord shall not be required to provide alternative business premises.
- The Lease Agreement may be **terminated or suspended** until the property is deemed safe for occupancy.

CLAUSE 9 – DEFAULT, REMEDIES, AND EVICTION PROCEDURES

9.1 Events of Default
The Tenant shall be considered in **default** under this Agreement if any of the following occur:
(a) **Non-Payment of Rent:** The Tenant fails to pay Rent or any other amounts due under this Agreement within **[Number]** days after the Due Date.
(b) **Violation of Lease Terms:** The Tenant fails to comply with any provision of this Agreement, including unauthorized subletting, property damage, or engaging in prohibited activities.
(c) **Illegal or Prohibited Conduct:** The Tenant engages in any illegal activity on the Premises, including but not limited to drug-related offenses, criminal activity, or activities that create a nuisance.
(d) **Abandonment:** The Tenant vacates the Premises without notifying the Landlord and fails to pay Rent for **[Number]** consecutive days.
(e) **Failure to Maintain the Premises:** The Tenant causes excessive damage to the property beyond normal wear and tear or fails to uphold their maintenance responsibilities.

9.2 Landlord's Remedies in Case of Default
If the Tenant is in default, the Landlord may take one or more of the following actions:
(a) **Notice to Cure:** The Landlord shall provide the Tenant with a written **Notice to Cure** specifying the default and allowing **[Number]** days to remedy the violation.
(b) **Late Fees and Penalties:** If the default relates to non-payment of Rent, the Tenant shall be required to pay all outstanding amounts, including late fees and penalties as outlined in **Clause 4.4 (Late Fees and Returned Payments).**
(c) **Legal Action for Eviction:** If the default is not remedied within the notice period, the Landlord may initiate eviction proceedings under applicable landlord-tenant laws.
(d) **Termination of Lease Agreement:** The Landlord may terminate this Agreement by providing written notice to the Tenant if the breach is not cured.
(e) **Recovery of Damages:** The Landlord may seek financial compensation for unpaid Rent, damages, or legal costs incurred due to the Tenant's default.

9.3 Eviction Procedures
If the Tenant fails to remedy a default, the Landlord may proceed with eviction as follows:
(a) **Notice to Vacate:** The Landlord shall serve a written Notice to Vacate, requiring the Tenant to leave the Premises within **[Number]** days.
(b) **Court Proceedings:** If the Tenant does not vacate, the Landlord may file for an eviction order in the appropriate court.
(c) **Forcible Removal:** If the court grants an eviction order, law enforcement may remove the Tenant from the Premises.
(d) **Personal Belongings:** The Tenant's business property or belongings left on the Premises after eviction may be handled in accordance with local laws regarding abandoned property.

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9.4 Tenant's Remedies for Landlord's Default
If the Landlord **fails to uphold** their obligations under this Agreement, the Tenant may:
(a) **Provide Written Notice:** Notify the Landlord in writing of the issue and allow a reasonable period for resolution.
(b) **Withhold Rent (If Legally Permitted):** If the Landlord fails to maintain the Premises in a usable condition, the Tenant may withhold Rent as allowed by law.
(c) **Repair and Deduct:** If the Landlord fails to make essential repairs within a reasonable time, the Tenant may arrange for necessary repairs and deduct the cost from Rent, subject to legal limitations.
(d) **Terminate the Lease Agreement:** If the Premises becomes uninhabitable due to the Landlord's failure to maintain them, the Tenant may terminate this Agreement without penalty.

9.5 Waiver of Rights
(a) The failure of either party to enforce any provision of this Agreement shall **not** be considered a waiver of future rights.
(b) Any waiver must be in writing and signed by both parties.

CLAUSE 10 – DISPUTE RESOLUTION AND GOVERNING LAW

10.1 Good Faith Negotiation
(a) In the event of any dispute, controversy, or claim arising out of or relating to this Lease Agreement, both parties agree to engage in **good faith negotiations** to resolve the matter before seeking legal action.
(b) Either party may submit a written notice detailing the dispute, after which both parties shall have **[Number]** days to attempt a resolution.

10.2 Mediation (If Applicable)
(a) If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to **mediation** before proceeding to court or arbitration.
(b) The mediation shall be conducted in **[City, State]** by a mutually agreed-upon mediator, or if none is agreed upon, by a mediator appointed in accordance with **[mediation association or rules, if applicable]**.
(c) The cost of mediation shall be **shared equally** by both parties unless otherwise determined in the mediation process.

10.3 Arbitration (If Applicable and Enforceable)
(a) If mediation does not resolve the dispute, the matter shall be settled through **binding arbitration**, unless prohibited by local law.
(b) The arbitration shall be conducted in **[City, State]**, in accordance with the rules of **[Arbitration Association Name]**, or another mutually agreed-upon arbitration body.
(c) The decision of the arbitrator shall be **final and binding** on both parties, and a judgment may be entered in any court of competent jurisdiction.

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(d) Each party shall bear its own legal costs, except that the arbitrator may award attorneys' fees to the prevailing party.

10.4 Court Proceedings
(a) If mediation or arbitration is **not required or does not apply**, either party may file a lawsuit in the appropriate court located in **[City, State]**.
(b) The prevailing party in any litigation shall be entitled to recover **reasonable attorneys' fees and court costs** from the non-prevailing party.

10.5 Governing Law
(a) This Agreement shall be governed by and construed in accordance with the laws of the **State of [State]**, without regard to its conflict of law principles.
(b) Any legal actions, claims, or disputes arising under this Agreement shall be brought in the courts located in **[City, State]**, unless otherwise required by applicable landlord-tenant law.

10.6 Waiver of Jury Trial (If Permissible)
To the extent permitted by law, both parties **waive their right to a jury trial** in any dispute arising under this Agreement.

CLAUSE 11 – MISCELLANEOUS PROVISIONS AND FINAL TERMS

11.1 Entire Agreement
(a) This Lease Agreement, including any attached exhibits or addenda, constitutes the **entire agreement** between the Landlord and the Tenant.
(b) It supersedes all prior oral or written agreements, representations, or understandings related to the lease of the Premises.

11.2 Amendments and Modifications
(a) No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in **writing and signed** by both the Landlord and the Tenant.
(b) Any verbal agreements or promises shall have no legal effect unless documented in a signed addendum.

11.3 Severability
(a) If any provision of this Agreement is found to be **invalid, illegal, or unenforceable**, the remaining provisions shall remain in full force and effect.
(b) The parties agree to replace any unenforceable provision with a valid provision that most closely reflects the original intent.

11.4 Notices
(a) Any **notices** required under this Agreement shall be in writing and delivered by:

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- Personal delivery
- Certified mail (return receipt requested)
- Email (if both parties have agreed in writing to receive notices electronically)
  (b) Notices shall be deemed **effective upon receipt** or, if sent by certified mail, **three (3) business days after mailing**.
  (c) The addresses for notice purposes are as follows:

Landlord:
[Landlord's Name]
[Landlord's Address]
[Landlord's Phone Number]
[Landlord's Email (if applicable)]

Tenant:
[Tenant's Name]
[Tenant's Address]
[Tenant's Phone Number]
[Tenant's Email (if applicable)]

11.5 Assignment and Binding Effect
(a) The Tenant **may not** assign, sublease, or transfer their rights or obligations under this Agreement without the **prior written consent** of the Landlord.
(b) This Agreement shall be **binding upon and inure to the benefit** of the Landlord, the Tenant, and their respective successors and permitted assigns.

11.6 Force Majeure
Neither party shall be liable for **delays or failures in performance** caused by events beyond their control, including but not limited to **natural disasters, pandemics, governmental actions, labor strikes, or acts of terrorism**.

11.7 Waiver of Rights
(a) The failure of either party to enforce any provision of this Agreement shall **not** be considered a waiver of that provision.
(b) Any waiver must be in writing and signed by the waiving party.

11.8 Counterparts and Electronic Signatures
(a) This Agreement may be executed in **multiple counterparts**, each of which shall be deemed an original but together shall constitute one agreement.
(b) Electronic or digital signatures shall be **legally binding** and have the same effect as handwritten signatures.

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SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

LANDLORD:
[Landlord's Name]
Signature: _____
Date: _____

TENANT:
[Tenant's Name]
Signature: _____
Date: _____

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