

Sample - COMMERCIAL LEASE

This lease is made between All Commercial Properties, LLC herein called **Landlord**, and _____, Personally, and _____ of _____, _____, GA 30____, herein called **Tenant**.

Tenant hereby offers to lease from Landlord the premises situated in the City of _____, County of _____, State of Georgia, described as:

All that lot, tract or parcel of land situate, lying and being in Land Lot numbered ____ of the ____th District, _____ County, Georgia, being particularly described as follows:

TO ARRIVE AT THE POINT OF BEGINNING, (legal description of the property)

Located upon the above property is a commercial building structure _____, according to the present system of numbering houses in _____ County, Georgia.

and more particularly known as (address), _____, Georgia 30____, upon the following **TERMS and CONDITIONS**:

- 1. Term and Rent.** Landlord demises the above premises for a term of ____ () years, commencing on _____, 20__, and terminating on _____, 20__, at midnight, unless sooner terminated as hereinafter provided, at the annual first year rental of _____ Hundred and no/100 Dollars (\$ _____), payable in equal installments of _____ Hundred and no/100 Dollars (\$ _____ .00), in advance on the first day of each month for that month's rental, during the first year of the lease. All rental payments shall be mailed to Landlord at 5885 Cumming Highway, Suite 108-302, Sugar Hill, Georgia 30518. Rental payments for the second term shall be subject of escalation of 6% per year commencing on the first anniversary of this lease, by reason of increase with respect to the described premises in amount of land lease rental, ad valorem taxes, or fire and extended coverage insurance premiums; provided, however, such escalation shall be effective upon any increase after the initial term. _____, 200__ rent shall be pro-rated in the amount of \$, .00. All future rents shall be due on or before the first day of the month. Rent payable in monthly installments is agreed to be:

<u>Lease Year</u>	<u>Monthly Rent</u>
1.	\$
2.	\$
3.	\$

The Rental Charges are payable monthly, in advance, and are due by the 1st day of each month. If the Rental Charges are not paid by the 5th day of the month in which such fee is due and payable, Tenant shall pay to Landlord a late charge in the amount of fifteen percent (15%) plus a one percent (1%) late charge per day, of the total Rental Charges.

- 2. Use.** Tenant shall use and occupy the premises for _____. The premises shall be used for no other purpose. Landlord represents that the premises may

lawfully be used for such purpose. Any other use of the premises must be approved by the Landlord. Any outside use of the property is prohibited with the exception of entering and exiting your space.

3. **Care and Maintenance of Premises.** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Landlord shall be responsible for repairs required to the roof, exterior walls and structural foundations. Landlord shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Landlord. Tenant shall promptly report in writing to Landlord any condition known to Tenant which Landlord is required to repair, and failure so to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.
4. **Alterations.** Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements, in, to or about the premises.
5. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.
6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.
7. **Utilities.** The Tenant agrees to pay the utilities on a monthly basis. These utilities include electricity, water and gas rendered to the Premises or used by Tenant in connection therewith. Tenant is permitted to use the weekly garbage collection on the Premises for business use only. No washing of personal or commercial vehicles is permitted.
8. **Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. **Possession.** If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this lease if possession is not delivered within fifteen (15) days of the commencement of the term hereof.
10. **Insurance and Personal Property Damage.** Tenant, at his expense, shall maintain plate glass, metal frame and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with minimum coverage as follows:

Tenant agrees to, and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use and occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during all terms of this Lease, and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect commercial general liability insurance with limits of \$1,000,000 per occurrence and property damage \$1,000,000.00 per occurrence, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this Paragraph; such insurance policy shall contain a clause expressly waiving any right of the insurer of subrogation against Landlord. Such policy shall name All Commercial Properties LLC as an additional insured. **A certificate of coverage must be provided before Tenant move in is allowed. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage.**

Landlord is not liable for any damage to personal property owned by Tenant, its guests, customers, clients, invitees or visitors, unless Landlord's own negligence, or that of its employees or vendors causes the damage.

Landlord is not liable for personal injury suffered by Tenant, its guests, customer, clients, invitees or visitors, unless Landlord's own negligence, or that of its employee's causes the injury.

11. **Eminent Domain.** If the premises or any part hereof or any estate therein or any other part of the building materially affecting Tenant's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

12. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the premises. If such repairs cannot be made within said sixty (60) days, Landlord, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of replacement costs thereof, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which premises may be situated shall terminate this lease.

13. **Prohibited Use of Premises.** The following is a list of policies and prohibited items:

- (a) Smoking shall be prohibited in all interior areas of the building. In the event a Tenant or guest of the Tenant violates this rule, Landlord can void this agreement immediately and charge the Tenant's account the sum of \$1,000.00 for cleaning offices of smoke smell, and order an immediate eviction. A designated smoking area will be assigned outside of the building.

(b) Tenant shall not use the plumbing, drains, sewer system or dumpster to dispose of any environmental harmful materials. Any fines, clean up charges, penalties and/or legal proceedings that result from this type of disposal are the sole responsibility of Tenant.

(c) Tenant's employees and guests will conduct themselves in a businesslike manner at all times; the noise level shall be kept to a level so as not to interfere with or annoy other Tenants. Any excessive noise is a violation of this agreement and if not corrected the Tenant may be asked to vacate the Premises.

(d) No article deemed hazardous on account of fire or explosives shall be brought into the Premises nor shall any offensive odors, gases or liquids be permitted.

(e) Tenant will bring no animals other than seeing-eye dogs, in the company of blind persons, into the building.

(f) Tenant will not occupy or use any portion of the premises for the sale, gift, manufacture or use of liquor, narcotics or tobacco in any form.

(g) Tenant will not use the premises for lodging, sleeping or for any immoral or illegal purposes.

(h) Tenant shall place no additional locks or bolts of any type on any of the doors and windows of the premises nor shall any changes be made to the existing locks or mechanisms thereof without Landlord approval. In the event Landlord consents to any additional locks, Tenant agrees to provide Landlord a key thereto at Tenant's expense. Any such additional locks shall remain affixed to the Premises upon termination of this Agreement and shall become the property of the Landlord at the time of installation. During the term of this Lease, Tenant shall pay Landlord a \$25.00 fee for any lost door or mailbox keys. At the time of termination of this Lease, Tenant shall return all keys to the Landlord or pay Landlord a charge of \$25.00 for each lost key.

(i) Tenant shall not affix anything to windows, doors or walls (excluding usual wall hangings, white boards and pictures) or make any alterations or additions to the premises without the prior written consent of Landlord.

(j) Tenant shall keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.

(k) Tenant shall not obstruct or cover the windows or doors.

(l) Tenant shall not leave windows or doors in an open position during any inclement weather.

(m) Tenant shall keep the premises in a clean, presentable and non-hazardous manner.

(n) Tenant shall maintain the Premises in the same state as it was at the inception of the Lease, reasonable wear and tear excepted. **Carpets will be cleaned by professional carpet cleaners, to be selected or approved by Landlord, at the end of the lease term. A portion of the Security Deposit will be used for this service.**

(o) Tenant shall not restrict or limit access to any exits whatsoever.

(p) Tenant shall not wash personal or company vehicles on the premises.

14. **Exterior Signs.** Tenant shall place no signs upon the outside walls of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and Tenant shall be responsible for any damage caused by installation, use, or maintenance of same signs. Tenant, upon expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.
15. **Removal of Fixtures.** Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which Tenant has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.
16. **Landlord's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease on not less than ten (10) days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
17. **Dispossessory.** In the event that lease payments are not made by the 10th of the month, a Dispossessory Proceeding will be filed. If a Dispossessory Proceeding is filed, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, all filing fees for the Dispossessory Proceeding and One Hundred and no/100 (\$100.00) administrative fee for filing the Dispossessory Proceeding.
18. **Security Deposit.** Tenant has on deposit with Landlord the sum of _____ and no/100 Dollars (\$_____), as security for the performance of Tenant's obligations under this lease, including without limitation the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease.
19. **Attorney's Fees.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
20. **Waiver.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.
21. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the premises, or Landlord at the address specified above, or at such other places as may be designated by the parties from time to time.
22. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. **Option to Renew.** Provided that Tenant is not in default in the performance of this lease, Tenant shall have the option to renew the lease for an additional term of twelve (12) months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be in the sum of _____ and no/100 Dollars (\$_____). The second term of the lease shall be for the period commencing _____. **The option shall be exercised by written notice given to Landlord not less than ninety (90) days prior to the expiration of the initial lease term.** If notice is not given in the manner provided herein within the time specified, this option shall expire.
24. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
25. **Disclosure of Ownership.** The owner of the Premises is All Commercial Properties LLC. Service of process and demands and notices as to All Commercial Properties, LLC shall be made to its registered agent, The Corporation Trust Company at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 who is authorized to acknowledge the receipt of same.
26. **Radon Gas Disclosure.** As required by law, Landlord makes the following disclosures: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Georgia. Additional information regarding radon and radon testing may be obtained from your county public health unit.
27. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.
28. **Interpretation and Legal Proceedings.** This Agreement is negotiated and executed in the State of Georgia and any interpretation of this Agreement shall be pursuant to Georgia law. If any legal proceeding should arise between the parties hereto and as a result of this Agreement, then in such event, the parties hereto agree that such proceedings shall be brought in a Court of competent jurisdiction located in Gwinnett County, Georgia, or in the U.S. District Court, Atlanta, Georgia, Western Division, located in Atlanta, Georgia.

WHEREAS, ALL PARTIES HAVING READ AND AGREED TO THE ABOVE, HEREIN SET THEIR SIGNATURE, AS WITNESSED BELOW TO THIS AGREEMENT AND INTENDING TO BIND EACH OTHER TO THE TERMS, PROVISIONS, CONDITIONS, OBLIGATIONS, COVENANTS AND PROMISES CONTAINED HEREIN.

Signed this _____ day of _____, 20__.

All Commercial Properties LLC

By: _____
Joe Ackerman, Member

By: _____ Tenant
Personally Guaranteed

By: _____ Tenant
, President

EXHIBIT "A"

Alterations – Any alterations made to Premises need to be approved in advance by the Landlord. After landlord's approval, all work is to be done in a professional manner and approved by the county's inspectors.

Framing and sheetrock that is installed by Tenant will, upon expiration of the Lease, be removed by Tenant at Tenant's expense, at the option of the Landlord.

Any additional electrical work will be completed at the Tenant's expense by a licensed electrician with the prior approval of Landlord.

Driveway – The driveway on the right side of the building shall be free of obstruction at all times to allow ease of delivery traffic.

Parking Spaces – The above designated suite is allocated _____ () parking spaces in the area to the _____ of the building.

Use of Premises – Premises shall be used for _____ and storage of non-toxic or non-combustible fluid and gases.

Utilities – Tenant shall pay two-thirds of the monthly water bill. No washing of personal or commercial vehicles is permitted.

First Month and Security Deposit – Upon signing of the Lease, the first month lease payment is due. The Security Deposit of _____ and no/100 Dollars (\$_____.00) shall also be due upon the signing of the Lease.