


I'm not robot  reCAPTCHA

Continue

INDIANA COMMERCIAL LEASE AGREEMENT

I. **THE PARTIES.** This Commercial Lease Agreement ("Agreement") made on _____, 20____ by and between:

Landlord: _____, with a mailing address of _____ ("Landlord") who agrees to lease the Premises to:

Tenant: _____, with a mailing address of _____ ("Tenant"), who agrees to rent the Premises under the following terms:

Collectively the Landlord and Tenant shall be known as the "Parties."

II. **DESCRIPTION OF LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space:

Street Address: _____
Square Feet: _____ SF
Type of Space: _____ (retail, office, industrial, etc.)
Other Description: _____

Hereinafter known as the "Premises."

III. **USE OF LEASED PREMISES.** The Tenant agrees to use the Premises for: (check one)

- All purposes legal under law.
- Only the following purposes: _____
Any change in the above-mentioned purposes of the Premises shall only be permitted upon the Landlord's prior written consent.

IV. **TERM OF LEASE.** The term of this Agreement shall be for a period of _____ commencing on _____, 20____ and expiring at midnight on _____, 20____ ("Initial Term").

V. **SECURITY DEPOSIT.** The Tenant is: (check one)

- **Not Required to Pay a Deposit.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").
- **Required to Pay a Deposit.** The Tenant is required to pay \$ _____ and shall be due and payable in advance of the



Landlord's Initials _____ Tenant's Initials _____

Page 1

ASSIGNMENT OF LEASE AGREEMENT

BETWEEN

ASSIGNOR
(present lessee)

AND

ASSIGNEE
(prospective lessee)

OBJECT OF AGREEMENT

The assignor assigns to the assignee, who accepts, the lease of the dwelling a copy of which is attached hereto.

The assignment will take effect on : (tick off the applicable square)

- the date of acceptance of the assignment by the lessor
- if the date is later, as of _____.

DETAILS OF LEASE

A lease of _____ months from _____ until _____ and to which there remains _____ months. The monthly rent is \$ _____ for a dwelling of _____ rooms.

Address of dwelling : _____

AFFIRMATIONS AND CONDITIONS

- 1 - The assignor affirms that there are no legal proceedings pending before the Régie du logement or any other tribunal with respect to the lease.
- 2 - The assignor affirms that he has neither given a notice of non-renewal of lease nor received a notice of modification of conditions of the lease.
- 3 - The assignor undertakes to advise the assignee of any notices or judicial demands he may receive from the present time until the assignment takes effect.
- 4 - The assignee affirms having visited the dwelling and declares that he is satisfied with it. The assignor undertakes to maintain the dwelling in its current state of habitability and cleanliness until the assignment takes effect unless he is prevented from doing so by an event beyond his control.
- 5 - The assignor affirms that he did not make any improvement, construction or other change, without the express authorization of the landlord to leave the premises as changed.

Addendum to Renew or Extend Lease Agreement

This addendum is between _____, (Herein known as Landlord/Agent)
and _____
(Herein known as Tenant(s) for the premises located at:
_____, Unit Number _____ in the city of _____,
CA, Zip _____.

Original Lease Agreement: The Landlord and Tenant(s) entered into an original lease agreement for the premises described above which began on the _____ day of _____, 20_____.

Lease Renewal: Both the Landlord and Tenant hereby agree to extend the Original Lease Agreement for a further period of _____ months. The renewed lease will begin on the _____ day of _____, 20_____ and end on the _____ day of _____, 20_____.

Terms and Conditions: By signing below, Landlord and Tenant(s) agree that all terms and conditions of the Original Lease Agreement shall remain in full effect during the new lease renewal period except for the following amendments:

(a) Tenant(s) agrees to pay the Landlord \$_____ per month as rent due on or before the _____ day of each month.

(b) _____

(c) _____

(Attach additional sheet if needed)

Landlord/Agent: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____



AOA Form No. 1019. Copyright 2014. Apartment Owners Association of California, Inc. • www.aocaa.com
• San Fernando Valley (818)988-8200 • Los Angeles (213)637-8811 • Long Beach (562)597-2422 • Garden Grove (714)526-8000 • San Diego (619)280-7907 • Northern California (916)968-7521

NOTICE TO COMPLY OR QUIT FOR NON-COMPLIANCE

To: _____
(Tenant's Name)

(Rental Unit Street Address)

(Rental Unit City/State/Zip)

You (tenant) have failed to comply with/violated the following provisions of the lease/rental agreement:

If you (tenant) do not correct the items indicated above by _____ (date)

at _____ (time), your tenancy will be terminated and you will be required to move out of the rental unit. In addition, a lawsuit may be filed to evict you.

If you correct the items noted above prior to this date and time, you will not have to move.

Today's Date: _____

Signature of party completing this notice:

Printed Name and Title (i.e. landlord, property manager, etc.):

RENTAL AGREEMENT (Month-to-Month)

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between _____ (Day) (Month) (Year)

_____ "Owner/Agent", whose address and phone

number are _____ (Name of Owner/Agent)

_____ (Address and Telephone of Owner/Agent)

and _____ "Resident."

(List all Residents who will sign this Agreement)

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only.

the premises located at: _____ Unit # (if applicable), _____ (Street Address)

_____, CA, _____ (City) (Zip)

on a month-to-month term.

2. **RENT:** Rent is due in advance on the _____ day of each and every month, at \$ _____ per month, beginning on _____

_____, payable to Owner/Agent at _____ (Date) (Address where payments should be delivered)

Payments made in person may be delivered to Owner/Agent between the hours of _____ and _____ on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday Other _____

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit Card (see Owner/Agent for details) and Cash

If rent is paid after the _____ of the month, there will be a late charge of \$ _____ assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ _____, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.

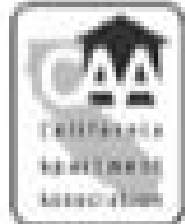
3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ _____

prior to taking possession of the unit or no later than _____

Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

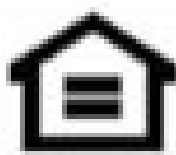
- defaults in the payment of rent,
- to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above.



California Apartment Association Approved Form
www.caanet.org
Form 2.0 - Revised 1/10 - ©2010 - All Rights Reserved
Page 1 of 4

Unauthorized Reproduction
of Blank Forms is Illegal.



California commercial lease agreement form pdf

Does a commercial lease need to be notarized. Does a rental agreement need to be notarized in california.

The California commercial lease agreement is a contract used specifically to rent commercial spaces to businesses. This written document describes the terms and conditions associated with renting industrial spaces, retail stores, and office space. This type of lease is often more complicated than a standard residential lease. A commercial lease agreement is a legally binding contract between a landlord who owns a commercial property and a tenant who wishes to rent the commercial property with the intention to operate a business. The commercial property being rented generally falls into a retail, office or industrial space category. Three basic types of commercial leases exist. Each one has positive and negative aspects for the landlord and tenant. The three variations of commercial leases are defined as: Gross Lease - also known as a full service lease, this type of agreement is considered to be tenant-friendly. In this situation, the tenant pays a predetermined amount for monthly rent. The landlord uses these funds to pay for related property expenses, also known as "nets." Nets include taxes, insurance and common area expenses. Triple Net (NNN) Lease - favorable type of lease for the landlord, this type of agreement requires the tenant to pay all taxes, insurance and common area expenses associated with the property, in addition to their base rent amount. Modified Gross Lease - this type of agreement serves as a compromise between a gross lease and triple net lease. In a modified gross lease, the landlord and tenant negotiate which nets each party is responsible to pay. Commercial lease agreements can have a significant impact on the financial well-being of all parties involved. It is important that the landlord and tenant fully understand and agree to the terms of the lease proposed prior to signing it into a legally binding document. Required Disclosures for a Commercial Lease Agreement in California Disclosures that must be included in a commercial lease agreement vary depending on individual state regulations. This section lists all disclosures that should be addressed in a commercial lease agreement in the state of California: Asbestos Disclosure: The landlord of any property built prior to 1979 must disclose whether asbestos is known to be contained in the structure or on the premises. This notice must indicate the specific location of the asbestos on the property and the necessary procedures to follow to prevent exposure to the hazardous material. Disability Access Inspection Disclosure for Commercial Properties: The landlord of a commercial property must disclose whether the premises has undergone an accessibility inspection conducted by a Certified Access Specialist (CASp). A CASp report indicates whether the premises meets accessibility requirements for disabled individuals in accordance with California Civil Code § 55.53. A potential tenant may request a report up to 48 hours prior to signing a commercial lease. If no report is available, the commercial lease agreement must contain a disclosure stating that a Certified Access Specialist may inspect the property in question at the tenant's request. This disclosure must also state that the scheduling, payment of the CASp inspection and payment of possible repairs required for the property to meet accessibility standards will be agreed upon between the landlord and tenant. Material Facts Disclosure: The knowledge of hazardous conditions on the premises must be disclosed if non-disclosure of the condition would be considered a fraudulent act. Proposition 65 Warning Notice: This disclosure exists to inform tenants regarding exposure to potentially harmful chemicals in the environment of the leased property, such as in the drinking water. This disclosure is always required when a commercial property employs over 10 people. A similar statement should be stated clearly on a commercial lease, if applicable: "Attention: This premises contains chemicals proven to the state of California to increase the risk of cancer, birth defects or reproductive harm. CALIFORNIA HEALTH AND SAFETY CODE SEC. 25249.6." Smoke Alarm Compliance: This disclosure generally applies to residential property, however, in consideration of utmost safety, the landlord of a commercial property may also decide to include this disclosure. Compliance with this disclosure is often assumed by the tenant. It is important to understand local laws addressing building and safety codes, as these may be more or less restrictive depending on the municipality. Arbitration of Disputes: If arbitration is addressed in the commercial lease agreement, then a disclosure must be included that states that the tenant agrees to settle certain disputes by neutral arbitration, rather than in court proceedings or via a jury trial. The tenant may voluntarily agree to this disclosure by providing their initials or signature in a designated space. Writing a California Commercial Lease Agreement Commercial lease agreements exist to protect the rights and business interests of the landlord and tenant. Here is a list of all sections necessary to include in a legally-compliant commercial lease agreement in the state of California, along with descriptions of list items as applicable: Introduction: State the date of the lease and legal names of involved parties. Description of Premises: Indicate the type of commercial space, square footage and address of the premises. Use of Premises: Lease Term: State the start and end date of the lease. Rent: State the rent amount, initial due date and subsequent due dates. Option to Renew: If lease renewal is available, describe any potential rent increases. Expenses: State whether the agreement is a gross, modified gross or triple net lease and describe the division of expenses. Security Deposit: Indicate the amount required and where these funds will be held. Leasehold Improvements: Address the need for the tenant to obtain consent from the landlord to make improvements to the property. Licenses and Permits: State that the tenant must maintain required licenses and permits to operate their business. Obligations of Lessee: Outline general expectations of the tenant including maintenance and cleanliness of the property. Insurance Requirements. Subleasing Restrictions. Damage to Premises: Address circumstances in which inadvertent damage occurs to the property that prevents the tenant from conducting business. Default and Possession: Describe consequences if the tenant does not remit rent. Indemnification Statement. Bankruptcy Statement. Subordination and Attornment Statement. Miscellaneous: Address circumstances specific to the premises, such as placement of signs, advertising or a pet policy. Estoppel Certificate. Holdover. Waiver. Payment and Notices: Describe who is responsible to receive payments and communication, and provide instructions for remittance. Amendment Statement. Binding Effect Statement. Signatures of Landlord and Tenant. Notary Acknowledgement. As in residential lease agreements, commercial leases are subject to regulations that vary by state and local government. This section describes some legal considerations of commercial lease agreements that are specific to the state of California. Prior to subletting their rental property, a commercial tenant must obtain permission from the landlord. If the tenant does not obtain this permission, they may face harsh consequences, including eviction. The tenant's request to sublease should include: The duration of the sublease. Sublessee's name. Present address of the sublessee. The sublessee's anticipated address after vacating the premises. Signatures of all parties that are requesting permission to enact the sublease. A copy of the proposed sublease. California law dictates that a landlord must not deny permission to sublet without a valid reason. If the landlord has a valid reason to deny subletting, they must document their reason in writing. If it is not properly documented, it is assumed that the landlord is providing consent to sublease. Key Money Key money is a phrase that describes an undocumented payment to a landlord in exchange for the ability to rent a property. While it may be tempting for a landlord to require these extra funds from commercial tenants, it is an inappropriate way for the landlord to take advantage of the competitive commercial rental market. The payment and acceptance of key money is strictly prohibited in the state of California. If a landlord asks a tenant to pay key money, the tenant may receive three times the damages incurred by denial of renting the unit. Rent Control and Commercial Property Rent control refers to the practice of enforcing a maximum amount of rent and the regulation of rent increases. In California, rent control is used in the residential properties of larger cities, such as Los Angeles and San Francisco. Rent control does not apply in commercial properties in California. Enforcing rent control restrictions among commercial properties is viewed to limit competition and provide unfair advantages to certain businesses. Although rent control is not enforced at the state level, commercial landlords may still place an upper limit on rent in accordance with certain organizations. Evictions Evictions from commercial property are handled in a similar way to evictions from a residential property in the state of California. Valid reasons for eviction from a commercial property include: Nonpayment of rent. Failure to leave the property at the conclusion of the lease. Causing disruption on the property that prevents other tenants from conducting business. Causing significant damage to the premises. Conducting illegal activities on the premises. Other significant breaches of the commercial lease agreement. It is important that commercial lease agreements are created in as much detail as possible. In the event of legal action, issues that are not explained in the commercial lease agreement are subject to interpretation. Rights and protections of the landlord and tenant that are not explicitly listed in the commercial lease are assumed to be omitted intentionally. SAVE PDF EMAIL PDF The California Commercial Lease Agreement (Form CL) is a legal document used for renting out a commercially-zoned property to a tenant for an average of three (3) to five (5) years. The form was created by the California Association of Realtors and is fully compliant with the state's lease laws. To the landlord's benefit, California law is very relaxed in regard to the expectations of commercial renters (in comparison to how they treat residential landlords). Although decreased regulation is often a good thing, commercial landlords and tenants should be on guard at all times during negotiation to ensure they are not being taken advantage of. Overall, decreased regulation allows both parties to negotiate the terms of the lease freely, which can result in landlords negotiating more favorable leasing terms. Because the commercial leasing process can be confusing, it is wise that an attorney or licensed commercial realtor be consulted before signing any documents. Tenant Screening: California Rental Application Version 1 - CAR Form CL Download: Adobe PDF Version 2 - First Tuesday Download: Adobe PDF Version 3 - San Diego Download: MS Word (.docx) Version 4 - eForms Download: Adobe PDF, MS Word (.docx) Version 5 Download: MS Word (.docx) Version 6 Download: MS Word (.docx) For the form to be completed in full, the following information must be inputted by the landlord and/or agent(s): Landlord & tenant Names Property description Percentage (%) of the rental to total rentable space Lease term (can be made month-to-month) Base rent payments When, where, and who rent should be paid to When the tenant(s) can take possession Security deposit amount Information on parking Whether tenant(s) have access to additional storage (and the cost, if provided) Late charges Property inspection notes (damages, exceptions, etc.) Utility costs/operating expenses Use(s) of the premises Maintenance obligations Info on "For Sale/Lease" signs Tenant obligations upon vacating the rental Tenant's required insurance Notice addresses (landlord and tenant) Attorney's fees Agency information Signatures of all parties