



**Continue**

**TEMPLATE FAIR AND JUST CALIFORNIA COMMERCIAL LEASE AGREEMENT**

Updated 07/2019

**Instructions:**

- The template lease agreement below is intended for use in the State of California only.
- The template does not contain terms that may be required by the local laws in effect where the business premises are located. For example, if the premises are in San Francisco, the lease would need to contain terms about ADA compliance in accordance with local San Francisco laws.
  - For samples of lease terms required by local laws, you may wish to consult your local non-profit legal services provider or a local real estate attorney. For assistance in locating one, please contact Lawyers' Committee for Civil Rights at [lsc@lccrsf.org](mailto:lsc@lccrsf.org) or (415) 543-9444 x217 or your [local county bar association](#) attorney referral service.
- Please fill in as much information as possible in the blank fields and check boxes. **If any text in this template lease does not apply, please delete it (in the Word version) or cross it out (if filling out the template on paper). Also, do NOT leave any fields blank.**
  - **If any blank fields do not apply, cross out the blank field and the text before it. If text or a blank field is not deleted or crossed out, the reader will assume that you want to include the text in your agreement.**
  - **For this reason, we recommend completing this template on a computer in Microsoft Word.**
- The template lease agreement below was published by the [Legal Services for Entrepreneurs Program](#) of the Lawyers' Committee for Civil Rights of the San Francisco Bay Area on June 26, 2018, for non-profit educational purposes only. **It is only meant to provide general guidance and is not intended as a substitute for legal advice from a licensed attorney about specific individuals, businesses or situations.** If you have questions about the meaning of any of the terms or how they apply to your situation, we recommend you consult with an attorney licensed in California. If you need help locating an attorney, please contact us at [lsc@lccrsf.org](mailto:lsc@lccrsf.org) or (415) 543-9444 x217 or your [local county bar association](#) attorney referral service.
- Please also send any feedback or questions about this template lease to [lsc@lccrsf.org](mailto:lsc@lccrsf.org).

**Acknowledgments:**

- We wish to give our heartfelt thanks to the following individuals for their invaluable hard work in drafting and editing this document:
  - Kimberly Ramsarup, LCCR Law Clerk
  - Jenny Chhea, LCCR Law Clerk

**California Lease Agreement**

This Commercial Lease Agreement ("Lease") is made and effective \_\_\_\_\_, by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as \_\_\_\_\_ and legally described as follows (the "Building"):

\_\_\_\_\_  
[Legal Description of Building]

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

**1. Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning \_\_\_\_\_ and ending \_\_\_\_\_. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

**2. Rental.**

A. Tenant shall pay to Landlord during the Initial Term rental of \$\_\_\_\_\_ per year, payable in instalments of \$\_\_\_\_\_ per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at \_\_\_\_\_ or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

**3. Use.**

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

**4. Sublease and Assignment.**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

Lease Agreement

This Agreement is made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, between \_\_\_\_\_ "Owner/Agent", whose address and phone number are \_\_\_\_\_ and \_\_\_\_\_, "Resident".

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) \_\_\_\_\_ CA, \_\_\_\_\_

For a term of \_\_\_\_\_ months ending on \_\_\_\_\_.

2. RENT: Rent is due in advance on the \_\_\_\_\_ day of each and every month, at \$\_\_\_\_\_ per month, beginning on \_\_\_\_\_, payable at \_\_\_\_\_. 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 \_\_\_ Cashiers Check \_\_\_ Money Order. Cash is not accepted for safety reasons.

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. 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 \$ \_\_\_\_\_.

1. 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 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 Residents defaults including, but not limited to, the following.

- (a) Defaults in the payment of rent.
(b) To repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
(c) To clean 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
(d) 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.

2. UTILITIES: Resident shall pay for all utilities, service charges, if any, made payable by or predicated upon occupancy of Resident, except \_\_\_\_\_

3. CASH PAYMENT: The Owner/Agent will not accept Cash Payments for rent and/or deposit. If the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money, Owner/ Agent may demand or require payment in the form of certified funds(cashiers checks and/or money orders only)

4. TERMINATION: Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a Written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that " if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate this Agreement by service upon Resident of a written 30-day notice. Any holding over

OKLAHOMA STANDARD LEASE AGREEMENT

I. THE PARTIES. This Residential Lease Agreement ("Agreement") made this \_\_\_\_\_, 20\_\_\_\_ is between:

Landlord: \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Landlord"), AND

Tenant(s): \_\_\_\_\_ ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a fixed lease. The Tenant shall be allowed to occupy the Premises starting on \_\_\_\_\_, 20\_\_\_\_ and end on \_\_\_\_\_, 20\_\_\_\_ ("Lease Term"). At the end of the Lease Term and no renewal is made, the Tenant: (check one)

- ☐ - May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.
☐ - Must vacate the Premises.

III. OCCUPANT(S). The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- ☐ - \_\_\_\_\_ ("Occupant(s)")
☐ - There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

- a.) Mailing Address: \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_
b.) Residence Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: \_\_\_\_\_
c.) Bedroom(s): \_\_\_\_\_
d.) Bathroom(s): \_\_\_\_\_

The aforementioned property shall be leased wholly by the Tenant ("Premises").

V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as: (check one)

- ☐ - A residential dwelling only.

c. Wherever heat generating machines or equipment are used in the Premises which affect the temperature otherwise maintained by the air conditioning system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation, and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

#### Non-liability

**Section 5.04.** Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause similar or dissimilar, beyond the reasonable control of Landlord. Landlord shall not be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

### ARTICLE 6 DAMAGE OR DESTRUCTION

#### Partial Damage – Insured

**Section 6.01.** In the event the Premises or the Building are damaged by any casualty which is covered under fire and extended coverage insurance carried by Landlord, then Landlord shall restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within sixty (60) days after the commencement of the work in the opinion of a registered architect or engineer appointed by Landlord. In such event this lease shall continue in full force and effect, except that Tenant shall be entitled to proportionate reduction of rent while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Tenant's business in the Premises.

#### Partial Damage – Uninsured

**Section 6.02.** In the event the Premises or the Building are damaged by a risk not covered by Landlord's insurance or the proceeds of available insurance are less than eighty percent (80%) of the cost of restoration, or if the restoration cannot be completed within sixty (60) days after the commencement of work in the opinion of the registered architect or engineer appointed by Landlord, then Landlord shall have the option either to (1) repair or restore such damage, this lease continuing in full force and effect, but the rent to be proportionately abated as hereinabove provided or (2) give notice to Tenant at any time within thirty (30) days after such damage terminating this lease as of a date to be specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after giving such notice. In the event of the giving of such notice, this lease shall expire and all interest of Tenant in the Premises shall terminate on such date so specified in such notice and the rent, reduced by any proportionate reduction based

6 of 22

## Commercial lease agreement template california

California commercial lease agreement template free. What should be included in a commercial lease agreement. How to write a commercial lease agreement. What is a letter of intent for commercial lease. Does a commercial lease need to be notarized.

Updated September 13, 2022A California commercial lease agreement acts as a binding contract between the landlord and a business tenant who is renting the space for non-residential use, such as retail, office space, industrial, or hospitality. The document outlines the terms and conditions of the lease, including rent payment, security deposit, length of the lease, and penalties for breaching the contract. Once signed by both parties, the agreement becomes a legally binding contract that is enforceable in a court of law. Because commercial tenants do not have the same rights and protections as residential tenants, it is highly recommended that an attorney review the agreement before it is signed. Related Forms Commercial Lease Application Download: Adobe PDF Personal Guarantee Form Download: Adobe PDF 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 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 sublessor'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.