Commercial Lease Agreement

Australia version

This Commercial Lease is between _____ (the “Landlord”) and _____ (the “Tenant”) for the premises at _____ (the “Premises”).

1. Term

The lease runs for _____ years from _____.

2. Rent

The Tenant will pay annual rent of $_____, plus applicable taxes, in equal monthly instalments in advance. The rent will be reviewed as follows: _____.

3. Security deposit

The Tenant will pay a security deposit of $_____, which the Landlord may use to cover unpaid rent or other breaches, and will refund the balance at the end of the lease.

4. Outgoings and service charge

The Tenant will pay utilities used at the Premises and a fair share of the costs of running, insuring and maintaining the common parts of the building, as reasonably calculated by the Landlord and supported by annual statements.

5. Use

The Premises may be used only for _____ and in compliance with planning, licensing and safety laws. The Tenant will obtain any licences needed for its business.

6. Repairs

The Landlord is responsible for the structure, roof and common parts. The Tenant will keep the interior of the Premises in good repair and decorative order, except for fair wear and tear and damage by insured risks.

7. Alterations and signage

The Tenant may make non-structural alterations and put up signs with the Landlord’s consent, which will not be unreasonably withheld, and will remove them and make good at the end of the lease if asked.

8. Insurance

The Landlord will insure the building. The Tenant will insure its own contents and hold public liability insurance of at least $_____.

9. Assignment and subletting

The Tenant may not assign the lease or sublet all or part of the Premises without the Landlord’s written consent, which will not be unreasonably withheld.

10. Break option

The Tenant may end this lease on the _____ anniversary of the start date by giving at least six months' written notice, provided rent is paid up to date and the Tenant gives vacant possession.

11. Default

If rent is unpaid for 21 days after it is due, or the Tenant materially breaches the lease and does not remedy it within a reasonable time after notice, the Landlord may end the lease, subject to the Tenant's rights under the law.

12. Entire agreement

This agreement, together with any documents it refers to, is the entire agreement between the parties about its subject and replaces any earlier discussions, proposals or understandings about it.

13. Changes and waiver

Any change to this agreement must be in writing and signed by all parties, which may be done electronically. A failure or delay in enforcing any part of this agreement is not a waiver of that right.

14. Severability

If any part of this agreement is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and the rest of the agreement will remain in effect.

15. Disputes

The parties will first try in good faith to resolve any dispute through discussion, and may agree to mediation, before starting court proceedings.

16. Governing law and jurisdiction

This agreement is governed by the laws of _____, Australia. Each party submits to the jurisdiction of the courts of _____ and the courts that may hear appeals from them.

17. Electronic signatures and counterparts

This agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement. The parties agree that electronic signatures are valid and binding under the Electronic Transactions Act 1999 (Cth) and the corresponding legislation of _____, and have the same effect as handwritten signatures.

18. Signatures

Signed by the parties on the dates shown below.

Tenant

Full name

Company

Designation

Date

Landlord

Full name

Company

Designation

Date