

Commercial Lease Agreement — State of California

State of California

Monthly Rent: _____

Security Deposit: _____

Lease Type: _____ Lease

Start Date: _____

PARTIES & DESCRIPTION OF PREMISES

This Commercial Lease Agreement ("Lease") is made and entered into as of the start date of execution, by and between _____ ("Landlord"), having an address at _____, and _____ ("Tenant"), having an address at _____. Landlord hereby leases to Tenant the commercial premises located at _____, containing approximately _____ square feet ("Premises").

LEASE TERM & COMMENCEMENT

TERM: The term of this Lease shall be for _____ months, commencing on _____ and ending on the final day of the term, unless terminated earlier in accordance with the provisions of this Lease.

BASE RENT & SECURITY DEPOSIT

RENT: Tenant shall pay to Landlord base monthly rent of _____. Rent payments shall be due on the first day of each calendar month, without demand or set-off. On each annual anniversary of the commencement date, the base monthly rent shall increase by _____% of the base rent in effect immediately prior to such anniversary.

SECURITY DEPOSIT: Tenant shall deposit with Landlord the sum of _____ as a security deposit for the performance of Tenant's obligations under this Lease. In accordance with California Civil Code Section 1950.7, the security deposit shall be refunded within thirty (30) days of tenant vacating if there are no deductions, or within fourteen (14) days if deductions are made for repairs, cleaning, or default cure.

LEASE TYPE & EXPENSE ALLOCATION

LEASE EXPENSES (GROSS): This is a Gross Lease. Landlord shall be responsible for paying all real estate taxes, property insurance, and common area maintenance (CAM) costs associated with the Premises. Tenant shall pay only base rent and personal utility consumption.

ALTERATIONS & FIT-OUTS

ALTERATIONS: Tenant is strictly prohibited from making any physical alterations, renovations, or structural changes to the Premises.

CALIFORNIA STATE ACCESSIBILITY DISCLOSURES

CALIFORNIA CASP DISCLOSURE: In accordance with California Civil Code Section 1938, Landlord hereby discloses that the Premises have not been inspected by a Certified Access Specialist (CASP). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law.

DEFAULT & LANDLORD REMEDIES

LANDLORD REMEDIES & STATUTORY CURE NOTICE: Upon default of Tenant for nonpayment of rent or material breach, Landlord shall provide written notice of default specifying the breach and affording statutory time to cure prior to pursuing lease forfeiture, commercial distraint, or eviction. Landlord's remedies shall comply with all summary possession laws of the State of California.

GOVERNING LAW & INTEGRATION

GOVERNING LAW: This Lease shall be governed by, and construed in accordance with, the laws of the State of California. Any disputes arising under this Lease shall be resolved in the courts of California.

This Lease constitutes the entire agreement between the parties and overrides all prior oral or written negotiations.

STATE-REQUIRED PROVISIONS

CALIFORNIA CASP DISCLOSURE MANDATE (CAL. CIV. CODE § 1938): LANDLORD MUST STATE WHETHER THE COMMERCIAL PROPERTY HAS UNDERGONE INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP). A CASP CAN INSPECT THE PREMISES AND DETERMINE WHETHER THE PREMISES COMPLY WITH CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS.

CALIFORNIA COMMERCIAL DEPOSIT & DEFAULT (CAL. CIV. CODE § 1950.7): COMMERCIAL DEPOSITS SHALL BE REFUNDED WITHIN 30 DAYS OF SURRENDER (OR 14 DAYS IF DEDUCTIONS APPLY). COMMERCIAL RENT DEFAULTS ARE GOVERNED BY CAL. CIV. PROC. CODE § 1161.1 ALLOWING ESTIMATED RENT DEMANDS.

SIGNATURES

Signature

Landlord: _____

Date: _____

Signature

Tenant: _____

Date: _____