

COMMERCIAL LEASE AGREEMENT

Premises Address: _____ Lease Commencement: _____

Landlord Information:

Full Name / Company: _____

ABN / ACN (if applicable): _____

Contact Address: _____

Phone/Email: _____

Tenant Information:

Full Name / Company: _____

ABN / ACN (if applicable): _____

Contact Address: _____

Phone/Email: _____

Premises Description:

Description of leased premises: _____

Total Area (sqm): _____

Lease Term and Rent:

Lease Term (months): _____ Rent (AUD): _____

Rent Payment Frequency: _____

Security Deposit Amount (AUD): _____

Permitted Use:

~~The Tenant shall use the Premises only for~~ The Tenant shall use the Premises only for the commercial purposes agreed upon by both parties and listed herein, in accordance with all applicable laws and zoning regulations.

Maintenance and Repairs:

The Tenant shall maintain the Premises in good condition and repair at Tenant's expense, reasonable wear and tear excepted. The Landlord shall be responsible for structural repairs unless damage is caused by Tenant's negligence or misuse.

Alterations and Improvements:

Tenant shall not make any alterations, additions, or improvements to the Premises without prior written consent from the Landlord. Any approved improvements shall become the property of the Landlord upon termination of this Lease unless otherwise agreed.

Insurance:

Tenant shall maintain public liability insurance and contents insurance covering the Premises and shall provide evidence of such insurance to the Landlord upon request. Landlord shall maintain insurance for the building structure.

Compliance with Laws:

Tenant agrees to comply with all applicable laws, regulations, and by-laws affecting the Premises and Tenant's use thereof, including health and safety requirements.

Assignment and Subletting:

Tenant shall not assign this Lease or sublet the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

Termination:

Either party may terminate this Lease upon breach of any material term by the other party, provided that a written notice specifying the breach is given and the breach is not remedied within a reasonable period. Upon termination, Tenant shall vacate and deliver possession of the Premises to Landlord in good condition.

Default and Remedies:

In the event of default under this Lease, the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to termination of the Lease and recovery of damages.

Indemnity and Liability:

Tenant agrees to indemnify and hold harmless the Landlord from any claims, damages, or losses arising out of Tenant's use or occupancy of the Premises, except to the extent caused by Landlord's negligence.

Dispute Resolution:

Any disputes arising out of or in connection with this Lease shall be resolved by mediation in accordance with the laws of Australia prior to resorting to litigation. If mediation fails, disputes shall be submitted to the exclusive jurisdiction of the courts of the relevant state or territory.

Governing Law:

This Lease shall be governed by and construed in accordance with the laws of Australia and the relevant state or territory.

Entire Agreement:

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any amendments must be in writing and signed by both parties.

Notices:

All notices under this Lease shall be in writing and delivered personally, by prepaid post, or by email to the addresses specified in this Lease or as updated by either party in writing.

Severability:

If any provision of this Lease is found to be invalid or unenforceable, the remainder of the Lease shall remain in full force and effect.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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