

# COMMERCIAL LEASE AGREEMENT WA

Premises Address: \_\_\_\_\_ Lease Commencement Date: \_\_\_\_\_

## Parties:

Landlord Name: \_\_\_\_\_

Landlord Address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Tenant Address: \_\_\_\_\_

## Lease Term:

Term Duration (months): \_\_\_\_\_ Option to Renew: \_\_\_\_\_

## Rent:

Monthly Rent Amount: \_\_\_\_\_ AUD

Payment Method: \_\_\_\_\_

Rent Reviews (if any): \_\_\_\_\_

## Security Deposit:

Deposit Amount: \_\_\_\_\_ AUD

Deposit Held By: \_\_\_\_\_

## Permitted Use of Premises:

The Tenant shall use the Premises solely for lawful commercial purposes as described herein and shall not use the Premises for any illegal or dangerous activities, nor shall the Tenant cause any nuisance or disturbance.

## Maintenance and Repairs:

The Tenant is responsible for maintaining the Premises in good condition and performing all necessary repairs, except for those repairs caused by fair wear and tear or structural defects which are the responsibility of the Landlord.

## Alterations and Improvements:

The Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed.

## Insurance:

The Tenant shall maintain public liability insurance and any other insurance required by law or reasonably requested by the Landlord, with the Landlord named as an interested party.

## Compliance with Laws:

The Tenant must comply with all applicable laws, regulations, and by-laws relating to the use and occupation of the Premises, including but not limited to health and safety, environmental, and planning laws.

**Assignment and Subletting:**

The Tenant shall not assign, transfer, or sublet the Premises or any part thereof without the prior written consent of the Landlord, which shall not be unreasonably withheld.

**Termination:**

Either party may terminate this Lease by giving the other party the required written notice as stipulated herein or as required by applicable law. The Lease may also be terminated by mutual agreement or for breach of any material term by either party.

**Default and Remedies:**

If either party breaches any term of this Lease and fails to remedy the breach within the time specified in a written notice, the non-defaulting party may exercise any remedies available at law or equity, including termination of this Lease.

**Force Majeure:**

Neither party shall be liable for failure to perform any obligation under this Lease if prevented by events beyond their reasonable control, including natural disasters, acts of government, or other force majeure events.

**Governing Law and Jurisdiction:**

This Lease shall be governed by and construed in accordance with the laws of Western Australia. The parties submit to the exclusive jurisdiction of the courts of Western Australia for any disputes arising under this Lease.

**Entire Agreement:**

This Lease constitutes the entire agreement between the parties with respect to the Premises and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

**Notices:**

Any notice or communication given under this Lease must be in writing and delivered by hand, registered post, or email to the addresses specified in this Lease or as otherwise notified in writing.

**Severability:**

If any provision of this Lease is invalid, unenforceable, or illegal, the remaining provisions shall remain in full force and effect.

**Counterparts:**

This Lease may be executed in any number of counterparts, each of which shall be an original but all of which together constitute one instrument.

**LANDLORD'S SIGNATURE**

**TENANT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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