

NSW COMMERCIAL LEASE AGREEMENT

Premises Address: _____ Lease Commencement: _____

Parties:

Lessor (Landlord): _____

Lessee (Tenant): _____

Lease Details:

Lease Term (months or years): _____

Rent Amount (AUD): _____

Rent Payment Frequency: _____

Security Deposit Amount (AUD): _____

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: 'Premises' means the commercial property leased under this Agreement; 'Lessor' means the owner of the Premises; 'Lessee' means the person or entity leasing the Premises; 'Rent' means the amount payable by the Lessee to the Lessor as specified herein.

2. Lease of Premises

The Lessor leases the Premises to the Lessee, and the Lessee accepts the lease of the Premises on the terms and conditions set out in this Agreement.

3. Term

The lease term shall commence on the Lease Commencement date and shall continue for the period specified under Lease Details unless terminated earlier in accordance with this Agreement.

4. Rent

The Lessee must pay the Rent to the Lessor at the times and in the manner specified in this Agreement. Rent is exclusive of GST unless otherwise specified. If any Rent is not paid on the due date, the Lessor may charge interest in accordance with applicable law.

5. Security Deposit

The Lessee shall pay the Security Deposit amount to the Lessor upon signing this Agreement. The deposit is held as security for the performance of the Lessee's obligations and may be applied towards any breach or damage caused by the Lessee. The Security Deposit will be returned to the Lessee within a reasonable time after the end of the lease, less any lawful deductions.

6. Use of Premises

The Lessee shall use the Premises solely for lawful commercial purposes and shall comply with all applicable laws, regulations, and by-laws. The Lessee must not cause nuisance or damage to the Premises or adjoining properties.

7. Maintenance and Repairs

The Lessee is responsible for keeping the Premises clean and in good repair, reasonable wear and tear excepted. The Lessor shall be responsible for structural repairs and ensuring the Premises comply with health and safety requirements.

8. Alterations

The Lessee must not make any alterations, additions, or improvements to the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld.

9. Insurance

The Lessee shall maintain public liability and property insurance for the Premises as required by law and any additional insurance required by the Lessor. The Lessor shall maintain insurance for the building structure.

10. Assignment and Subletting

The Lessee must not assign, sublet or part with possession of the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld.

11. Entry and Inspection

The Lessor has the right to enter the Premises upon giving reasonable notice to inspect, repair, or show the Premises to prospective tenants or purchasers, except in emergencies where no notice is required.

12. Default and Termination

If either party breaches any term of this Agreement and fails to remedy the breach within a reasonable time after written notice, the other party may terminate this Agreement in accordance with applicable law.

13. Return of Premises

On termination or expiry of the lease, the Lessee must return the Premises to the Lessor in the condition required by this Agreement, reasonable wear and tear excepted.

14. Legal Compliance

Each party agrees to comply with all applicable laws, statutes, regulations, and by-laws in relation to the Premises and this Agreement, including but not limited to the Retail Leases Act 1994 (NSW) where applicable.

15. Notices

All notices under this Agreement must be in writing and delivered personally, by pre-paid post, or by electronic communication to the addresses of the parties as set out in this Agreement or as otherwise notified in writing.

16. Entire Agreement and Variation

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements. No variation is effective unless agreed in writing and signed by both parties.

17. Governing Law

This Agreement is governed by the law of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

LESSOR'S SIGNATURE

LESSEE'S SIGNATURE

Signature: _____

Signature: _____

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