

Short Form Lease of Office Space

Lease Agreement made on the ___ day of _____, 20___, between _____, **Inc.**, a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ (**street address, city, county, state, zip code**), referred to herein as **Landlord**, and _____, **Inc.**, a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ (**street address, city, county, state, zip code**), referred to herein as **Tenant**.

Whereas, *Landlord* is the sole owner of certain land and a building located at _____ (**street address, city, county, state, zip code**) and more fully described below, including the suite of offices numbered ____ (**number**) in the building known as _____ (**name of building**), located at _____ (**address of building**), consisting of ____ (**number**) rooms, which it desires to lease to *Tenant*; and

Whereas, *Tenant* is a corporation that desires and is empowered to lease said property; and

Whereas, the parties desire to enter into a lease agreement to define their respective rights, duties, and liabilities concerning such a lease;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Demise and Description of Premises

Landlord hereby leases to *Tenant* the suite of offices numbered ____ (**number**) in the building known as _____ (**name of building**), located at _____ (**address of building**), consisting of ____ (**number**) rooms, said suite being hereafter referred to as the **Premises**.

II. Term

The term of the Lease shall be ____ (**number**) years, commencing on the ___ day of _____, 20___, and terminating on the ___ day of _____, 20___, unless sooner terminated under the provisions of this Lease Agreement.

III. Rent

During the term of this Lease, *Tenant* shall pay to *Landlord* rental of \$_____ per month, payable in advance due on the _____ day of each month, except that the first installment of \$_____, will be due and payable on the execution of this Lease Agreement. Rent checks shall be made payable *Landlord* and mailed to _____ (**street address, city, county, state, zip code**), or to such other address as *Landlord* shall notify *Tenant* of in writing at _____ (**street address, city, county, state, zip code**).

IV. Use of Premises

The *Premises* are to be used for the purposes of _____
(description of purpose). *Lessee* shall restrict its use to such purposes and shall not use or permit the use of the *Premises* for any other purpose without the prior, express, and written consent of *Lessor*.

V. Lessee's Covenants

The *Lessee* covenants with the *Lessor* as follows:

A. To Pay Rent.

To pay the rent at the times and in the manner set forth above in **Section III**.

B. To Pay Water Rates.

To pay all water rates levied or payable during the term.

C. Repairs.

(Description obligations of Lessee regarding repairs to the Suite).

D. Additions and Alterations.

Not to make or suffer any additions or alterations in or to *Premises* without the written consent of the *Lessor*.

E. Waste.

Not to make or suffer any waste of the *Premises*..

F. Signs, etc.

Not to suffer any holes to be drilled or made in the stone or brick work, nor any placard to be placed on the outer wall, nor any signs to be on the *Premises*, except such as the *Lessor* shall approve, and then only in such place and so affixed as the *Lessor* shall prescribe.

G. Improper Use.

Not to make or suffer any unlawful, improper, or offensive use of the *Premises*, nor any use of the *Premises* other than the business purpose specified in **Section IV**.

H. To Conform to Regulations.

To conform to such reasonable regulations as may be established from time to time by the *Lessor* for the general convenience of the tenants of the building.

I. Heating and Lighting Apparatus.

Any heating or lighting apparatus which may be used on the *Premises* shall be of such kind as the *Lessor* shall approve.

J. Not to Increase Insurance Rate.

Not to suffer to be carried on upon the *Premises* any trade or business, or anything to be done on the *Premises*, which would increase the rate of premiums for insurance upon the building or its contents.

K. Water or Other Damage to Property.

The *Lessor* shall not be liable for any damage or injury by water or otherwise to any merchandise or property upon the *Premises*.

L. To Permit Lessor to Enter.

To permit the *Lessor* at all seasonable times to enter upon and examine the *Premises* and make such repairs as it may think necessary for the protection of the *Premises*.

M. Not to Assign or Sublet.

Not to assign this Lease or to sublet the whole or any part of the *Premises* without the consent in writing of the *Lessor*.

N. To Yield up in Good Repair.

At the end of the term peaceably to deliver up to the *Lessor* the *Premises*, with all future erections or additions upon or to the same, in good repair, and vacant and unencumbered, and in good and tenantable order and condition.

VI. Lessor's Covenants

The *Lessor* covenants with the *Lessee* as follows:

A. Quiet Enjoyment.

The *Lessee* shall peaceably hold and enjoy the *Premises* without hindrance on the part of the *Lessor*.

B. Heat and Elevator.

During business hours, except in case of unavoidable accident, *Premises* shall be kept adequately heated and the elevator shall be kept.

VII. Reentry

In case of a breach of any of the *Lessee's* covenants set forth above, or in case the estate created by the Lease shall be taken from the *Lessee* by process of law or by proceedings in bankruptcy or insolvency or otherwise, the *Lessor* may, while the default shall continue, or at any time after such taking, and notwithstanding any license or waiver of any prior breach of condition, without notice or demand, enter upon the *Premises* and by such act terminate this Lease, and may then expel and remove, forcibly, if necessary, the *Lessee* and its effects, as allowed by law.

VIII. Indemnification

In case of a termination of this Lease by a reentry as provided above, the *Lessee* shall indemnify the *Lessor* for all loss or damage which it may suffer during the residue of the term by reason of such termination, whether through loss or decrease of rent or otherwise.

IX. Abatement of Rent

If the buildings on the *Premises* or any part of them at any time during the term are damaged by fire or other unavoidable casualty so as to be unfit for use and occupation, and if additionally, in case of loss or damage by fire, the policy or policies of insurance effected by the *Lessor* have not have been vitiated or payment of the insurance moneys refused in consequence of some act or default of the *Lessee*, then the rent under this Lease or a just and proportionate part of the rent, according to the nature and extent of the damage sustained, shall be abated until the *Premises* have been repaired and restored by the *Lessor*, or, in case the buildings are substantially destroyed, then at the election of the *Lessor* or of the *Lessee* this Lease shall be terminated.

X. Interpretation; Binding Effect

In the interpretation of this Lease, whenever the context so permits, the words *Lessor* and *Lessee* shall include the parties' respective executors, administrators, heirs, and assigns. The covenants and stipulations of this Lease shall be binding upon and inure to the benefit of such persons included under such definitions of the words "lessor" and "lessee."

XI. Mandatory Arbitration

Notwithstanding the foregoing, and anything herein to the contrary notwithstanding, any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

WITNESS our signatures as of the day and date first above stated.

_____, **INC.**

_____, **INC.**

By _____
(Name and Office in Corporation)

By _____
(Name and Office in Corporation)