# COMMERCIAL LEASE AGREEMENT (SHORT FORM)

THIS LEASE AGREEMENT is made this [day] of [Date] by and between:

Name of the Lessor] [address of the Lessor] hereinafter referred as the Lessor, which expression shall mean and include his legal heir and successors

AND

[Name of the Lessee] [address of the Lessee] hereinafter referred as the Lessee, which expression shall mean and include his legal heir and successors.

The above referred Lessor and Lessee are hereinafter collectively referred to as "Parties" and individually as "Party".

Premises: This Agreement is made in favour of the Lessee to have and to hold the [Description of the Leased Premises] Premises from the [Commencement Date] for the term of [Term/Years] thereafter, the said Lessee paying to the Lessor the monthly rent of CAD $ [Rent ] being due in advance

Commercial Purpose: This lease is for a commercial purpose only for such business activities which are agreed by the Lessor and the Lessee. The Lessee will not use or permit the premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the premises or to the comfort of the other habitants of said building.

Covenants: The Lessor shall not make any permanent alteration or modification to the Lease Premises.

Jurisdiction: This Lease shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of [State]. It is agreed between both the parties that they waive the trial by jury and agree to submit to the personal jurisdiction and venue of a court of [Province].

Termination: This Lease Agreement shall automatically come to an end on the expiration of its term. This Lease Agreement may also be terminated by either of the Party by providing one month notice to each other.

Indemnity: The Lessee shall indemnify and save harmless the Lessor and its agents from any and all liabilities, damages, costs, claims, suits or actions growing or arising out of(a)any breach, violation or non-performance of any covenant, condition or this Lease Agreement; (b)any damage to Premises; and(c)any injury to person or persons including death resulting at any time occurring in or about the Leased Premises.

Assignment: The Rights provided to the Lessee under this Agreement shall not be assigned to any third party. The Lessee cannot create any sublease in favour of any third party without prior written permission of the Lessor.

Inspection: The Lessee shall allow the right of access to the Lessor and right of inspection of the Premises to the Lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands on the day and date first hereinabove mentioned.

Lessor Lessee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date:

SCHEDULE-I

DESCRIPTION OF THE PROPERTY