

OFFER TO LEASE

TO: **(LANDLORD)**
 (address)

(hereinafter referred to as the "Landlord")

FROM: **(TENANT)**
 (address)

(hereinafter referred to as the "Tenant")

WHEREAS:

- A. The Landlord owns a property (the "Building") having retail uses, situated upon certain lands known municipally for commercial purposes as [municipal address], outlined in red on the attached plan marked as Schedule "A".
- B. The Tenant hereby offers to lease a portion of the Building (the "Premises"), upon the terms and conditions set out in this Offer to Lease (the "Offer").

1. DEMISED PREMISES

The Premises shall have a floor area of approximately [floor area] (_____) square feet of ground floor retail space as outlined in red on the schedule "A" attached. The measurement of the Landlord's Surveyor or Architect as to the floor area of the Premises shall be conclusive. The Premises shall have a minimum frontage of [frontage] feet.

2. TERM

The term of the Lease (the "Term") shall be for a period of [term] years. The Landlord covenants that the Tenant shall be given possession of the premises for the purpose of fixturing, fitting and operating its business Net Rent Free for the first _____ months of the Term. Landlord shall advise in writing when Landlord's work has been completed. The date of possession of the Premises shall occur once Landlord's Work has been completed and Tenant shall have advised Landlord in writing that it accepts Landlord's Work as having been completed. Tenant shall have 30 days to bring any deficiencies in Landlord's work to Landlord's attention. During the Net Rent Free Period, the Tenant shall abide by all of the terms and conditions of this Offer save and except for the obligation to pay Net Rent.

3. MINIMUM RENT

YEAR	NET RENT PER SQ. FT.	NET ANNUAL RENTAL

4. DEPOSIT

The Tenant shall deliver, upon mutual acceptance of the offer and removal of all subject conditions contained herein, a cheque payable to the Tenant's Agent, [name of tenant's agent] in the sum of [**Deposit amount**] Dollars (\$_____) including GST, to be held "in trust" as a deposit on the account of the first and second month's minimum rent.

5. USE OF PREMISES

The premises shall only be used for the purpose of a [dine in, take out and delivery fast food] restaurant serving [list of primary food items being offered] under the store name of [business name]. The Tenant shall have the exclusive rights during the Term and any renewal thereafter to the sale of [list food items] throughout the building(s) and any expansion of the Building(s) or lands.

6. HOURS OF OPERATION

The Tenant shall have the right to operate the Tenant's business in this location, twenty-four (24) hours per day, three hundred and sixty five (365) days per year, in accordance with applicable municipal by-laws.

7. SIGNAGE

The Tenant shall have the right at the Tenant' expense, to install the Tenant's standard signs on the inside or the outside of the premises substantially the same as those sign specifications attached hereto as Schedule "C". In all matters of other signage it is agreed and understood that the Tenant's signage requirements shall be subject to prior written approval by the Landlord and such approval is not to be unreasonably withheld or delayed. Signage shall be in accordance with applicable municipal by-laws.

8. ADDITIONAL CHARGES TO BE PAID BY TENANT

The Lease shall be a completely Net and Carefree Lease to the Landlord, and all costs, expenses and obligations relating to the Premises shall be paid for and borne by the Tenant, without limiting the generality of the foregoing, the Tenant shall pay as additional Rent, in monthly installments, in advance, on the basis of actual invoices or estimates by the Landlord the aggregate of the following as more specifically detailed in the Lease:

- (a) Consumption of all utilities supplied to the Premises; if separately metered, the respective utilities shall be billed directly to the Tenant.
- (b) The Tenant's proportionate share of all taxes as assessed or attributed to the Tenant from time to time in respect of the Premises and the Common Areas. The Tenant shall also be responsible for its own Business Taxes.
- (c) The Tenant's proportionate share of the total costs and expense incurred or attributed by the Landlord to maintain, operate, repair and insure the Building.
- (d) The Landlord covenants that the total of all expenses defined above as additional charges, including municipal realty taxes, excluding (a) utilities, shall not exceed an aggregate of [additional charges] Dollars (\$_____) per square foot for the first year of the term and shall be adjusted thereafter based on the actual increase, if any.
- (e) The Tenant shall not be required to pay the pro-rata share of depreciation, amortization of the building(s) or equipment and capital taxes and this same condition will be incorporated directly into the Landlord's Standard Form of Lease.

THIS IS A 9-PAGE DOCUMENT, INCLUDING SCHEDULES.