

## COMMERCIAL LEASE

THIS LEASE made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF LANDLORD]  
[address]  
(the "Landlord")

- and -

[NAME OF TENANT]  
[address]  
(the "Tenant")

The Landlord and the Tenant hereby agree as follows:

1. **Grant & Premises:** The Landlord hereby grants the Tenant a lease of the premises at the Landlord's property at *[insert address of property, including postal code]*, being a commercial property used as a manufacturing and distribution center with associated offices (the "**Premises**"), including all buildings and improvements thereon, but only including such real estate envelope as encompasses the existing buildings and improvements and land \_\_\_\_ feet surrounding same as noted on the sketch attached as Schedule "A".
2. **Term:** The term of this Lease commences on *[insert commencement date]* and ends on *[insert expiry date]*.
3. **Tenant's Renewal Option:** None. *[OR set out the terms governing renewal option, if tenant will have the option to renew]*.
4. **Overholding:** If the Tenant continues in occupation of the Premises with the consent of the Landlord after expiry of the term of this Lease, the Tenant shall be deemed to be leasing the Premises on a month-to-month basis but otherwise on the same terms as set out in this Lease, and either party shall be able to terminate the month-to-month lease on at least sixty (60) days prior written notice, such notice to end on the last day of a calendar month.
5. **Use:** The Tenant may use the Premises for *[insert type(s) of product(s) being manufactured]* manufacturing and distribution, and ancillary offices, and for no other purpose without the Landlord's prior approval, such approval not to be unreasonably withheld.
6. **Base Rent:** The Tenant shall pay the Landlord a "Base Rent" of \$#####.## per year in equal monthly installments of approximately \$#####.## in advance on or before the first of each month throughout the original term of the lease commencing on *[insert date of first rent payment]*, with the Base Rent for any broken portion of a calendar month in which this Lease terminates being prorated, plus GST or other similar taxes as applicable. Base Rent increases ##% as of *[insert date of first increase]*, and ##% on each *[insert anniversary date of rent increase]* thereafter throughout the term of the Lease and any overholding period.
7. **Additional Rent:** The Tenant shall also pay Additional Rent consisting of the following:
  - (a) all municipal realty taxes for the Premises;
  - (b) all utilities for the Premises;
  - (c) the Landlord's reasonable annual insurance premiums for the Premises;