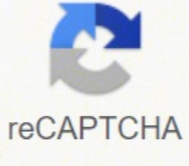




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# Land lease agreement form pdf

## LEASE AGREEMENT

THIS LEASE, is made and entered into effective the 1<sup>st</sup> day of June, 2000 by and between \_\_\_\_\_, hereinafter referred to as "LESSOR", and \_\_\_\_\_, incorporated, a Michigan corporation, hereinafter referred to as the "LESSEE".

WITNESSETH That for and in consideration of the covenants and agreements herein contained to be observed, kept and performed by the respective parties hereto, the Lessor does hereby lease, let and demise unto the Lessee and the Lessee does hereby lease and hire from the Lessor that certain Real Estate located and situate on \_\_\_\_\_ Michigan 49123, and in \_\_\_\_\_ County, County Tax Map # \_\_\_\_\_ Parcel \_\_\_\_\_, containing approximately \_\_\_\_\_ acres parcel of real estate being same real estate leased unto the Lessee by \_\_\_\_\_ by deed dated the \_\_\_\_\_ day of \_\_\_\_\_, 2000, of record in the office of the Clerk of the County of \_\_\_\_\_ County, State of Michigan, in Deed Book \_\_\_\_\_, at page \_\_\_\_\_. Said real estate shall be hereinafter referred to as the "Leased" and "Demised" premises.

1. This lease shall be for a period of ten (10) years commencing on June 1, 2000.
2. Lessee shall pay to Lessor, base rent during the ten (10) year term of this lease the amount of \_\_\_\_\_ paid in monthly installments in advance on the first day of every month according to attached schedule (EXHIBIT A)

Lessee is completely responsible for said lease payments for the initial ten (10) year period and any extension thereof, and hereby agrees that in no way and/or any fashion, including, but not limited to, bankruptcy and/or not occupying said premises for any reason whatsoever, in the event Lessee ceases operating in said premises. The Lessor understands, acknowledges and agrees that the Lessee is a corporation and that the shareholders, directors, employees, representatives, successors and assigns are not personally guaranteeing any payments hereunder.

3. In addition to the payment of the base rent due as herein provided, Lessee shall pay to Lessor during the primary term and any renewal term of this Lease, as percentage rental, a sum equal to the amount, if any, by which five percent (5%) of gross sales, as herein defined, at the Leased Premises, exceed the minimum rent required under this Lease to be paid by the Lessee to the Lessor in each calendar quarter. By way of example, when the calendar quarter base rent payment totals \$ \_\_\_\_\_, then Lessee shall pay to Lessor as percentage rent an additional five percent (5%) of every dollar of gross sales over \$ \_\_\_\_\_ for each calendar quarter. Each calendar quarter shall be deemed to end on March 31, June 30, September 30 and December 31, respectively. Lessee shall submit to Lessor on or before sixty (60) days following the completion of each calendar quarter a written statement certified by the Lessee to be true and correct showing in reasonable and accurate detail the amount of gross receipts for the preceding calendar quarter and accompanied by copies of Lessee's sales tax return filed with the Department of Tax and Revenue for the period encompassing the previous calendar quarter. Such quarterly statement shall be accompanied by a payment of the percentage rental, if any, due for the preceding calendar quarter. Said report to be audited and signed by an In-House Accountant. Lessor will keep all such statements and tax returns confidential.

The term "Gross Sales", as used in this lease, shall mean the amount of sales of all merchandise and services sold or rendered, in, about or from the Leased Premises by the Lessee or subcontractors, licensees, or concessionaires, whether for cash or any charge, credit or time basis, without reserve for deduction for inability or failure to collect, including, but not limited to, such sales and services: (a) where orders originates at or are accepted by Lessee at the Leased Premises, but delivery thereof is made from or at a place other than the Leased Premises; (b) by means of vending machines in the Leased Premises.

The Lessee covenants and agrees to keep upon the Leased Premises or at its primary office books and records in accordance with the generally accepted accounting principles, in which shall be recorded gross sales. The books and records of accounts shall also include all Federal, State, and Local tax returns of the Lessee relating to Lessee's sales at the Leased Premises. Such books and records shall be open to the inspection of the Lessor or their authorized agents at all reasonable times during business hours at any time during the term of this lease and for a period of at least one (1) year after the termination of this lease. If Lessor shall make an audit of Lessee's records

### CHECKLIST FOR LEASE OPTIONS AND LEASES

Including "Work for Equity" Program

Property Address: \_\_\_\_\_

Application Process:

- Credit application
- Application Receipt Deposit for property if necessary (certified funds)
- Order Credit report
- Verify job, rental history, credit

Other Application Approval:

- Lease Agreement
- Landlord Rules and Regulations
- Option Agreement if necessary
- Work for Equity Program if necessary
- Inventory and Inspection Report, add if lease
- Lead Based Paint Addendum (check before 1978)
- Balance of Move-In Money (Certified Funds only)
- Make sure Smoke Detectors and Security Devices are in place
- Re-Key Locks
- Turn off Utilities
- Cancel Lien and/or Pool Maintenance
- Remove Signs and pack up Lockboxes
- Set up Rent as Due and Payable each month
- If Agent involved, write Commission Check and sign Broker Agreement
- Terminate all advertising
- Welcome letter to Tenant
- Make sure all documentation is in the Tenant folder and put in file cabinet

### Florida Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "Florida Lease Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY:** Landlord hereby leases to Tenant the premises located at \_\_\_\_\_ hereinafter referred to as the "Premises". Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions contained herein.
2. **TERM:** This Florida Lease Agreement shall commence on \_\_\_\_\_ and shall continue as a lease for term. The termination date shall be on \_\_\_\_\_ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:
  - (a) Landlord and Tenant mutually extend this Florida Lease Agreement in writing or create and execute a new, written, and signed Florida Lease Agreement; or
  - (b) Landlord willingly accepts new Rent from Tenant, which does not constitute paid due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, each party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notice to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue to be due pursuant to the Florida Lease Agreement, as allowed by law. All other terms and conditions as defined in this Florida Lease Agreement shall remain in full force and effect. Time of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT:** Tenant shall pay to Landlord the sum of \$ \_\_\_\_\_ per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

A. **Delinquent Rent:** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 1st day of each calendar month. If Rent fails to timely pay any month rent, Tenant will pay Landlord a late charge of \$ \_\_\_\_\_ per day until rent is paid in full. If Landlord receives Rent on the 1<sup>st</sup> day of any month, Landlord will waive the late charge for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

B. **Forfeited Rent:** In the event that the Commencement Date is not the 1st of the calendar month, Rent payment tendered on the Commencement Date shall be presumed forfeited on a 30-day period.

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FLORIDA LEASE AGREEMENT - LEASE AGREEMENT

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Additional Rent. Florida Land Lease Agreement This Land Lease Agreement (hereinafter referred to as the "Agreement") is entered into as of \_\_\_\_\_, by and between \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Landlord") and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Tenant"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement. 1. Agreement to Lease. The Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm the Landlord's interest. 16. Check one:  The Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.  The Landlord shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site. 12. Use of the Site. Prorated Rent. The Landlord will deliver exclusive and lawful possession of the Site to the Tenant on the start date of the Term. Utilities. The Tenant will not permit any mechanics or other liens to befiled against the Landlord's interest to the Site as a result of any work performed for obligations incurred by the Tenant.  The Tenant shall not have the right to erect any sign related to its business. 18. The Tenant will indemnify the Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed. 21. The Landlord will cooperate with the Tenant and provide the necessary documents to obtain such licenses, permits, and approvals. 22. There may be instances under this Agreement where the Tenant may be required to pay additional charges to the Landlord. The Tenant will not keep or store on the Site any item of dangerous, flammable, or explosive character that might unreasonably increase the Any reason for retaining aportion of the security deposit will be explained in writing.  The security deposit will bear interest while held by the Landlord in accordance with applicable state laws and/or local ordinances.  The security deposit will not bear interest.  The Tenant shall pay all taxes or assessments which are levied or charged on the Site during the

Term. The Landlord shall pay all taxes or charges levied or charged on the Site. 11. The Tenant agrees to pay for any period of the Term. 13. Check one: The Tenant will bear all risk of any damages incurred by the Landlord as a result of the holdover. 14. In addition, the Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site. 23. Check one: The Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in the Tenant's interest to the Site created by this Agreement (hereinafter referred to as the "Leasehold Mortgage") to secure repayment of a loan made to the Tenant to finance construction of any improvements made to the Site. 19. Permits and Approvals. Within \_\_\_\_\_ days after the termination of this Agreement, the Landlord will return the security deposit to the Tenant (minus any amount applied by the Landlord in accordance with this section). Renting out a piece of land for agricultural or commercial purposes? The Landlord agrees to lease to the Tenant and the Tenant agrees to lease from the Landlord, according to the terms and conditions set forth herein, the following real estate (hereinafter referred to as the "Site"): \_\_\_\_\_ 2. The Landlord makes no representation or warranty regarding the legality of the Permitted Use, and the Tenant will bear all risk of any adverse change in applicable laws. 3. Term. Additional details: \_\_\_\_\_ 7. Check one: The Landlord agrees to pledge as collateral or subordinate its interest in the Site for or to any Leasehold Mortgage if required by any lender of the Tenant. In no event will any interest of the Landlord in the Site be pledged as collateral or be subordinate to any Leasehold Mortgage. 20. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. The Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. The Landlord has the same rights and the Tenant has the same obligations with respect to additional rent as they do with rent. 8. Security Deposit. Delivery of Possession. The security deposit will be retained by the Landlord as security for the Tenant's performance of its obligations under this Agreement. Use this template Florida Land Lease Agreement This Land Lease Agreement (hereinafter referred to as the "Agreement") is entered into as of \_\_\_\_\_, by and between \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Tenant"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement. 1. Agreement to Lease. The Tenant will pay the Landlord rent of \$ \_\_\_\_\_ on the \_\_\_\_\_. The Tenant will pay the Landlord rent of \$ \_\_\_\_\_ in monthly installments due on \_\_\_\_\_ day of each month during the Term. The Landlord will not charge a late fee. Rent paid after the \_\_\_\_\_ day of each month will be deemed as late; and if rent is not paid within \_\_\_\_\_ days after such due date, the Tenant agrees to pay \_\_\_\_\_ % of the balance due per day for each day that rent is late. In annual installments due on \_\_\_\_\_ each year during \_\_\_\_\_. All improvements, alterations, additions, or other changes to the Site shall become the property of the Landlord upon the termination. The Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law. The Site may be used and occupied only for the following purpose (hereinafter referred to as the "Permitted Use"): \_\_\_\_\_ Nothing herein shall give the Tenant the right to use the Site for any other purpose without the prior written consent of the Landlord. The Tenant acknowledges that the Tenant has not relied on any representations or warranties by the Landlord in entering this. 15. The Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. Check one: The Tenant is not required to pay a security deposit. Upon signing this Agreement, the Tenant will pay a security deposit in the amount of \$ \_\_\_\_\_ to the Landlord. If the Tenant does retain possession past the Term, the Tenant shall pay \_\_\_\_\_ % of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. If the Tenant does not comply with any of the terms of this Agreement, the Landlord may apply any or all of the security deposit to remedy the breach, including to cover any amount owed by the Tenant and/or any damages or costs incurred by the Landlord due to the Tenant's failure to comply. Improvements and Alterations. Get started with this land lease template to use features like e-signature fields, storage, PDF downloads, etc.



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