



Commercial lease

Between

_____, a corporation whose head office is located at _____, represented by its president _____, authorized to do so as he/she so declares;(hereinafter called the "Lessor") (landlord)

And

_____, residing and domiciled at _____, Quebec, Canada ;(hereinafter called the "Lessee") (tenant) the parties agree as follows.

Article 1. Interpretation

Words in the singular include the plural, and words in the plural include the singular. Similarly, the masculine includes the feminine, and the feminine includes the masculine.

Article 2. Application of the Civil Code of Quebec

The Civil Code of Québec contains several rules that apply to contracts and also, more specifically, to leases (including sections 1851 through 1891 of the Civil Code). These rules apply to the present lease. The Civil Code of Quebec can be accessed free of charge at the following internet address (Government of Québec):<http://www.canlii.org/en/qc/laws/stat/lrq-c-c-1991>

Article 3. Leased Premises

(Size and location of the commercial premises, whether for an office, a commercial loft, an industrial loft or other commercial space for rent) the leased premises are located at _____. This is a commercial space of about ____square meters, which is ____percent of the total area of the property.



Article 4. Term of the Lease

The lease has an initial term of ___ year(s). It begins on _____ and ends on _____.

Article 5. Renewal

The Lessee shall have the right to renew the lease for a period of ___ years. To do this, he must send a notice of renewal to the Lessor at least three months before the end of the lease.

Article 6. Rent (gross lease)

The rent is payable monthly in advance on the first day of each month. Unless specifically provided herein, all fees (expenses, taxes, etc.) are included in the rent. For the first year, the monthly rent is _____dollars plus sales taxes (GST and QST).However, it is specified that the lessee will be responsible for the following expenses:

- _____
- _____
- _____

For each subsequent year, on the anniversary of the signing of the lease, the rent shall be adjusted according to inflation as calculated by Statistics Canada for the previous year (consumer price index for the province of Quebec, for the twelve month period ending on December 31st).

Article 7. Security Deposit

Lessee pays an amount of _____ dollars to the Lessor as a security deposit. This sum will be retained by the Lessor during the lease to secure the obligations of the Lessee. At the end of the lease, the Lessor shall remit that amount to the Lessee. However, if the Lessee has failed to fulfill its obligations during the lease, the Lessor may, without prejudice to its other remedies, deduct from this amount an adequate amount to compensate for damages which have been caused by such failure of Lessee to fulfill his obligations.



Article 8. Insurance

The Lessee shall be obliged to take out and keep in force an insurance policy for liability covering the leased premises for an amount of at least _____ dollars.

Article 9. Use of the Leased Premises

The Lessee may use the leased premises for his _____ (*type of business*) business. Any other use must first be authorized by the Lessor who may not refuse without good reason.

Article 10. Exclusiveness

Lessor grants to Lessee the exclusive right to operate a _____ (*type of business*) business in the building in which the leased premises are located. Lessor agrees not to allow other lessees to operate such a business in the building.

Article 11. Work to be done

The Lessee has the right to perform the following, at his own expense, to modify the leased premises to make them suitable for the operation of his _____ (*type of business*) business.

- _____
- _____
- _____

Article 12. Publication of the Lease

The Lessee may publish the lease at his own expense.



Article 13. Law

The law applicable to the lease is the law in force in the Province of Quebec.

Article 14. Mediation and Arbitration

In case of dispute, the parties agree to attend at least one mediation session to attempt to resolve the issue amicably. Should mediation efforts fail, any dispute relating to this lease will be settled exclusively by arbitration. The arbitration will be final and without appeal. The arbitration will be governed by the rules of the Code of Civil Procedure. However, the number of arbitrators shall be one. The arbitration shall be held in _____, Province of Quebec. However, until the issuance of the arbitrator's decision, nothing prevents a party from applying to the courts to commence any action exclusively reserved to the courts, including, without limitation, injunction relief.

Signature:

Number of signed copies of this document: _____ Signed on _____ (*date*)
at _____ (*place*), in the presence of the two following witnesses.

Lessee

Lessor, by _____

Witness 1:

Name and surname:

Occupation:

Address:

Email:

Phone:

Witness 2:

Name and surname:



Occupation:

Address:

Email:

Phone:

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