

# COMMERCIAL PROPERTY LEASE AGREEMENT

Premises Location: \_\_\_\_\_ Lease Commencement Date: \_\_\_\_\_

## Parties:

Lessor (Landlord): \_\_\_\_\_

Lessee (Tenant): \_\_\_\_\_

## Lease Term:

Term Length: \_\_\_\_\_ Option to Renew: \_\_\_\_\_

## Rent and Payment:

Base Rent (AUD): \_\_\_\_\_ per Month

Payment Method: \_\_\_\_\_

## Security Deposit:

Deposit Amount (AUD): \_\_\_\_\_

## Use of Premises:

Permitted Use: \_\_\_\_\_

## Maintenance and Repairs:

Lessee shall maintain the Premises in a clean and tenantable condition. Lessor shall be responsible for structural repairs unless damage is caused by Lessee's negligence. Lessee shall promptly notify Lessor of any needed repairs or unsafe conditions.

## Outgoings and Utilities:

Lessee shall be responsible for payment of all utilities and outgoings relating to the Premises, including but not limited to electricity, water, gas, council rates, and any other applicable charges.

## Insurance:

Lessee shall maintain public liability insurance, property insurance for Lessee's contents, and any other insurance required by law or reasonably requested by Lessor. Lessor shall maintain insurance for the building and its structural elements.

## Compliance with Laws:

Lessee agrees to comply with all applicable laws, regulations, and by-laws relating to the use of the Premises. Lessee shall not use the Premises for any illegal purpose or in a manner that may cause nuisance or damage.

## Assignment and Subletting:

Lessee shall not assign, sublet or part with possession of the Premises without Lessor's prior written consent, which shall not be unreasonably withheld.

**Default and Termination:**

If Lessee breaches any term of this Agreement and fails to remedy the breach within a reasonable time after written notice, Lessor may terminate the Lease and recover possession. Additionally, Lessor may recover damages and any unpaid rent.

**Quiet Enjoyment:**

Lessor covenants that Lessee, upon paying rent and performing covenants, shall peaceably have, hold and enjoy the Premises without interruption or disturbance by Lessor or any person lawfully claiming under Lessor.

**Indemnity:**

Lessee indemnifies Lessor against any claims, losses, damages or expenses arising out of Lessee's use of the Premises, except to the extent caused by Lessor's negligence or breach.

**Dispute Resolution:**

In the event of any dispute arising under this Agreement, the parties agree to negotiate in good faith to resolve the matter. If unresolved, the dispute may be referred to mediation or arbitration in accordance with applicable Australian laws.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of Australia and the State or Territory in which the Premises are located.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, related to the Premises.

**Severability:**

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Notices:**

All notices under this Agreement must be in writing and delivered by hand, prepaid post, or email to the addresses specified in this Agreement or as otherwise notified in writing.

**Signatures:**

**LESSOR'S SIGNATURE**

**LESSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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