**COMMERCIAL LETTER OF INTENT TO LEASE**

[MM/DD/YYYY]

[SENDER NAME]

[SENDER STREET ADDRESS]

[SENDER CITY, STATE, ZIP]

[RECIPIENT NAME]

[RECIPIENT STREET ADDRESS]

[RECIPIENT CITY, STATE, ZIP]

**RE: Intent to Lease Commercial Property**

This Letter of Intent (the “Letter”) sets forth the proposed terms and conditions of an agreement between the Lessor and Lessee (the “Parties”) and shall govern the relationship between the Parties until replaced by a definitive, formal agreement addressing the same transaction and subject matter (the “Definitive Agreement”). The agreement considered in this Letter and in the Definitive Agreement is subject in all respects to the following:

1. **THE LESSOR**. [LESSOR NAME] (the “Lessor”).   
     
   Phone Number: [LESSOR PHONE] Email Address: [LESSOR EMAIL]
2. **THE LESSEE**. [LESSEE NAME] (the “Lessee”).

Phone Number: [LESSEE PHONE] Email Address: [LESSEE EMAIL]

1. **ADDRESS OF PREMISES**. [PREMISES ADDRESS] (the “Premises”).
2. **RENTABLE SPACE**. The total rentable space of the Premises consists of [#] square feet.
3. **LEASE TERM**.The term of the lease (the “Lease Term”) shall be: (check one)

- Fixed-Term. The Lessee shall be allowed to occupy the Premises starting on [MM/DD/YYYY] and ending on [MM/DD/YYYY].

- Month-to-Month. The Lessee shall be allowed to occupy the Premises on a month-to-month basis, starting on [MM/DD/YYYY] and ending upon [#] days’ notice from either party.

1. **USE OF PREMISES**. The Lessee shall be allowed to use the Premises for the following:  
     
   [DESCRIBE BUSINESS ACTIVITIES TO BE PERFORMED ON PREMISES].
2. **RENT**. The rent to be paid by the Lessee to the Lessor throughout the Lease Term is to be made in monthly installments of $[AMOUNT] (the “Rent”). The Rent shall be due on the [RENT DUE DATE] day of each month (the “Due Date”).
3. **LATE FEE**. If Rent is not paid within [#] day(s) after the Due Date: (check one)

- The Lessee will be charged a late fee of: (check one)

- $[AMOUNT] each  day  month until the overdue amount is paid.

- [#]% of the balance each  day  month until the overdue amount is paid.

- The Lessee will NOT be charged a late fee.

1. **EXPENSES**. The Lessee shall be required to pay the following monthly expenses in addition to the Rent:

[LESSEE MONTHLY EXPENSES].

The Lessor shall be required to pay the following monthly expenses:

[LESSOR MONTHLY EXPENSES].

1. **SECURITY DEPOSIT**. The Parties agree that a: (check one)

- Deposit is Required. The Lessee shall be required to pay the Lessor a security deposit in the amount of $[AMOUNT], due prior to or upon the signing of a lease.

- Deposit is NOT Required. The Lessee shall not be required to pay the Lessor a security deposit.

1. **RENEWAL OPTIONS**. The Lessee shall: (check one)

- Have the option to renew the lease a total of [#] time(s) by providing at least [#]

days’ notice prior to the expiration of the lease or renewal period.

- Not have the option to renew the lease.

1. **RENT INCREASE**. Upon each lease renewal, the Rent shall: (check one)

- Increase by [#]%.

- Increase by $[AMOUNT].

- Other: [OTHER INCREASE].

- Not increase.

1. **ADDITIONAL TERMS AND CONDITIONS**.

[ADD ANY ADDITIONAL TERMS AND CONDITIONS HERE]

1. **INTENTION OF THE PARTIES**. This Letter sets forth the intentions of the Parties to use reasonable efforts to negotiate, in good faith, a Definitive Agreement with respect to all matters herein. Notwithstanding paragraphs 14 through 16, which shall be legally binding, any legal obligations with respect to all other matters shall only arise if and when the Parties execute and deliver a Definitive Agreement.
2. **GOVERNING LAW**. This Letter shall be governed under the laws of the State of [STATE NAME].
3. **SIGNATURES**.

**Lessor’s Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Print Name: [LESSOR PRINTED NAME]

**Lessee’s Signature**: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://esign.com/) Date: [MM/DD/YYYY]

Print Name: [LESSEE PRINTED NAME]