OFFER TO LEASE

This Offer to Lease is made on _____ by _____ ("Tenant"), mailing address _____, to _____ ("Landlord"), mailing address _____. Tenant proposes to lease the premises described below on the terms that follow. This offer is a proposal. Apart from the sections named in "Binding and Non-Binding Terms," it does not create a lease or any duty to enter into one, and a lease will exist only when both Parties sign a written lease (the "Lease").

1. THE PREMISES

Type (check one): [ ] home or apartment; [ ] office space; [ ] retail space; [ ] industrial or warehouse space; [ ] land.

Address: _____. Unit, suite or part of the property: _____ (the "Premises").

Use: Tenant proposes to use the Premises for _____, and for lawful purposes related to that use. Parking: _____. Other requests (pets, work before move-in, exclusive use): _____.

2. TERM AND RENT

Tenant proposes a lease term of _____ months, starting on _____ (the "Start Date"). Option to renew: [ ] none; [ ] _____ renewal terms of _____ years each, at [ ] fair market rent [ ] the rent at the end of the prior term with the same yearly increases.

Rent: $_____ per month, due in advance on the first day of each month (the "Rent"). Increases (check one): [ ] none; [ ] _____ percent on each anniversary of the Start Date; [ ] $_____ per month on each anniversary of the Start Date. Rent-free months at the start: _____.

Operating costs (business space and land): [ ] gross lease, the Rent includes real estate taxes, Landlord's property insurance and the costs of maintaining any common areas; [ ] net lease, Tenant also pays its share of those costs; [ ] modified gross lease, Tenant pays its share of increases in those costs after the first lease year.

Improvements (office, retail and industrial space): [ ] Tenant takes the Premises as is; [ ] Landlord completes this work at its cost before the Start Date: _____; [ ] Landlord contributes up to $_____ toward improvements Tenant makes under plans Landlord approves; [ ] Tenant makes improvements at its own cost under plans Landlord approves.

3. DEPOSITS

Security deposit under the Lease: $_____, paid when the Lease is signed and held and returned as the Lease and state law require.

Good faith deposit (optional): with this offer Tenant delivers $_____ to _____ (the "Holder"). If the Lease is signed, it is applied toward the first month's Rent and the security deposit. It is returned to Tenant in full within 10 days if Landlord does not accept before this

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

offer expires, Tenant withdraws this offer, either Party ends negotiations by written notice, or the Lease is not signed by _____.

4. CONDITIONS AND BROKERS

The Parties expect to sign the Lease only after these conditions are met or waived (check any): [ ] Tenant's inspection of the Premises; [ ] zoning allows Tenant's use; [ ] Tenant obtains needed permits and licenses; [ ] Tenant obtains financing; [ ] Landlord approves Tenant's financial information or rental application; [ ] none.

Brokers involved: _____. Each broker's compensation is set by a separate written agreement, not by this offer. Additional terms: _____

5. BINDING AND NON-BINDING TERMS

This offer sets out the main terms on which Tenant proposes to lease the Premises. Apart from the binding sections below, it is not a lease, an agreement to lease, or an agreement to keep negotiating, and either Party may end negotiations at any time by written notice. Only these parts are binding once Landlord signs the acceptance: the good faith deposit terms (from delivery of the deposit), the confidentiality terms if checked here [ ], the expiration and acceptance terms, and the general terms as they apply to them. Every other term binds a Party only if it is included in the signed Lease.

Confidentiality (if checked above): each Party keeps the terms of this offer and the other's shared financial and business information confidential, sharing it only with advisers who need it and as the law requires, until the Lease is signed or one year after the date of this offer, whichever comes first.

6. EXPIRATION, ACCEPTANCE AND GENERAL TERMS

This offer expires at 11:59 p.m. local time on _____ unless Landlord signs the acceptance below and a signed copy is delivered to Tenant before then. Tenant may withdraw it before acceptance is delivered. A signature with changes, or a reply with different terms, is a counterproposal and ends this offer. The Parties aim to sign the Lease by _____.

The law of the State of _____ governs this offer. It can be changed only in a writing signed by both Parties and may be signed in counterparts and electronically.

Landlord's Acceptance: Landlord accepts this offer as the basis for preparing the Lease and agrees to the binding sections. This acceptance does not create a lease.

SIGNATURES

Tenant

Signature: _____ Date: _____

Printed Name: _____

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

Landlord

Signature: _____ Date: _____

Printed Name: _____

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.