| State of \_\_\_\_\_\_\_\_\_\_\_ |  |
| --- | --- |
| **COMMERCIAL LEASE EXTENSION AGREEMENT** | |

This Commercial Lease Extension Agreement (this “Extension ”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Landlord Name], located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address] (“Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Tenant Name], located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address] (collectively, “Tenant”). Each Landlord and Tenant may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Landlord and Tenant entered into a commercial lease agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, and any amendments thereto (the “Lease Agreement”) for the rent and use of the premises consist of: (Check one)

☐ A building

☐ A co-working space in the building complex

☐ An office space in the building complex

☐ A retail store in the building complex

☐ A restaurant in the building complex

☐ An industrial space in the building complex

☐ A warehouse in the building complex

☐ Other: \_\_\_\_\_\_\_\_\_\_

located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Property address]; and

WHEREAS, the Lease Agreement will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_; and

WHEREAS, Landlord and Tenant now wish to extend the term of the Lease Agreement (Check if applicable) ☐ pursuant to Section \_\_\_\_\_\_\_\_ of the Lease Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The term of the Lease Agreement is hereby extended for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ (the “Extension Term”).

2. Rent (Check one):

☐The rent for the Extension Term shall be $\_\_\_\_\_\_ per month.

(Check if applicable) ☐Tenant shall pay an additional $\_\_\_\_\_\_\_\_ as security deposit, in addition to the amount previously paid under the Lease Agreement, within \_\_\_\_ days from the start of the Extension Term.

☐ The rent for the Extension Term shall remain unchanged.

3. Except as expressly stated herein, the terms of this Extension shall be effective as of the first date of the Extension Term.

4. Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Lease Agreement.

5. Except as expressly modified herein, the Lease Agreement remains unchanged and in full force and effect.

6. This Extension may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

7. The terms of this Extension shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_ without regard to its conflicts of law provisions.

IN WITNESS WHEREOF, this Extension has been executed and delivered as of the date first written above.

|  |  |  |
| --- | --- | --- |
| **Landlord** Signature |  | **Landlord** Full Name |

|  |  |  |
| --- | --- | --- |
| **Tenant** Signature |  | **Tenant**Full Name |