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**Commercial Lease Agreement Template**

## Commercial Lease Agreement

This Lease agreement is made on this \_\_\_\_ day of \_\_\_\_\_ (Month), \_\_\_\_ (Year) by and between \_\_\_\_\_ (hereinafter "Landlord")

**AND**

\_\_\_\_\_ (hereinafter "Tenant").

In consideration for the shared promises and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

- The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following stated grounds: \_\_\_\_\_
- The tenure of the Lease shall be for \_\_\_\_\_ beginning \_\_\_\_\_ and ending \_\_\_\_\_.
- The Tenant shall pay to Landlord as rent \$ \_\_\_\_\_ per year in equal monthly installments of \$ \_\_\_\_\_ payable in advance \_\_\_\_\_ (Time Period).
- This Lease is subject to all present or prospect mortgages affecting the property.
- Tenant shall use and inhabit the building only as a \_\_\_\_\_ (Tenant Rental Status) subject at all times to the approval of the Landlord.
- The Tenant shall not make any amendments, additions or improvements to the building without the prior written permission of the Landlord.
- The property-owner, at his own cost, shall equip the following utilities or facilities for the benefit of the occupant: \_\_\_\_\_
- The leaseholder, at his own cost, shall provide the following: \_\_\_\_\_
- The leaseholder shall purchase at his own cost public liability insurance in the amount of \$ \_\_\_\_\_ as well as fire and exposure insurance in the amount of \$ \_\_\_\_\_ for the property and shall provide satisfactory proof thereof to the property-owner and shall continue same in force and effect throughout the Lease period hereof.
- The leaseholder shall not let or commit waste to the property.
- The leaseholder shall meet the terms, policies, order codes and laws of all governmental establishments having authority over the property.
- The Tenant shall not allow or engage in any activity that will affect an increase in the rate of insurance for the Building in which the property is not contained nor shall the leaseholder allow or commit any annoyance thereon.

### EMPLOYMENT AGREEMENT

Date:

**BETWEEN** \_\_\_\_\_ (the employer)

**AND** \_\_\_\_\_ (the employee)

**1. Commencement of Term**

This agreement will come into effect on **20 March 2011**.

**2. Hours of work**

Your hours of work will be on a 'as required' basis. The employer does not guarantee a minimum number of hours.

**3. Place of work**

Your place of work will be at the premises of the employer at \_\_\_\_\_, Hamilton, or at any other place as directed by the employer.

**4. Duties**

Your duties will be as listed in the job description, as attached to this agreement.

**5. Wages**

Your gross hourly wage will be \$ \_\_\_\_\_. You are required to complete a timesheet for your hours worked. Your wages will be paid by internet deposit into a nominated bank account following the 20<sup>th</sup> of month after you give your time sheet to the employer.

**6. Confidential Information, Copyright and Intellectual Property**

6.1 The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by the Employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the Employer's business.

6.2 All work produced for the Employer by the Employee under this agreement or otherwise and the right to the copyright and all other intellectual property in all such work is to be the sole property of the Employer.

### VEHICLE LEASE AGREEMENT

This lease, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as "Lessor", and \_\_\_\_\_, hereinafter referred to as "Lessee." This agreement is a subcontract of the agreement(s) between the North Carolina Department of Transportation (NCDOT) and the Lessor. All other provisions contained in the agreement(s) between the North Carolina Department of Transportation and the Lessor, the Federal Transit Administration (FTA) Master Agreement (21) dated October 1, 2014, the State Management Plan for Federal and State Transportation Programs, and any subsequent amendments or revisions thereto, are herein incorporated by reference.

**WITNESSTH:**

Article I

**Leased Vehicles:** The Lessor hereby leases to the Lessee the vehicle(s) described in Exhibit 1 attached herewith and made a part hereof (hereinafter referred to as vehicle(s) upon the conditions and covenants set forth below). The vehicles shall be operated by the Lessee to serve the best interest and welfare of the Lessor and the public. The vehicles shall be maintained and operated in a manner that will provide the maximum amount of safety and protection to the Lessee's employees and passengers. The Lessee shall adhere to all drivers' license requirements set forth by the State and Federal governments. (Commercial Driver's License is required for all vehicles with a capacity of 16 or more passengers, including the driver). The Lessee will be responsible for all fees incurred for the registration (license tag) of the vehicle; form MVR 330, Transfer of Registration, will need to be completed and filed with the N.C. Division of Motor Vehicles (NCDMV). The Lessee shall utilize the Lessor's equipment in accordance with the procedures and guidelines set forth in FTA Circulars 5030.1D, dated August 27, 2012 and 9040.1G, dated October 24, 2014, or any subsequent revisions or amendments thereto, the Lessor description set forth in the Lessor's application and the Transportation Development Plan (TDP), Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) for \_\_\_\_\_ County. The Lessee shall not sublease the Lessor's equipment to another entity without the expressed written consent of the Lessor and the NCDOT/ Public Transportation Division (PTD).

Article II

**Terms of Lease and Commencement Date:** The term of this lease shall be for \_\_\_\_\_ months/years, commencing on \_\_\_\_\_, 20\_\_\_\_, the date that the vehicle(s) are placed in service by the Lessee, and continuing until \_\_\_\_\_, 20\_\_\_\_, or until this agreement is canceled or terminated in writing by either the Lessor or Lessee, or by mutual consent, with 30 days advance notice. If the Lessor is leasing vehicles to a private operator (the lessee), the term of this lease shall run concurrent with the service agreement. The maximum term of any lease agreement shall not exceed five (5) years. In the event of breach or noncompliance with this agreement, the Lessor may terminate this agreement by giving the Lessee advance written notice. (See Article VII - Federal Requirements)





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