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This Lease Agreement is dated [INSERT COMPLETE DATE]

By and between

[INSERT NAME OF COMPANY], a [INSERT SHORT DESCRIPTION OF THE COMPANY], referred to as the “Landlord”;

And

[SPECIFY YOUR RESTAURANT NAME], a [INSERT SHORT DESCRIPTION OF THE RESTAURANT], referred to as the “Tenant”.

In consideration of the payment of rent and other related charges given herein and the covenants set forth under this Agreement, [INSERT NAME OF LANDLORD] and [INSERT NAME OF TENANT] hereby agree as follows:

**1. Demised Areas**

[INSERT NAME OF LANDLORD] hereby leases to [INSERT NAME OF TENANT], and [INSERT NAME OF TENANT] rents from [INSERT NAME OF LANDLORD] the subsequent premises mentioned. The premises established on part of the [INSERT DETAIL (“THE RESTAURANT”)] to be constructed on [INSERT DESCRIPTION OF RESTAURANT]. Demised areas that generally consist of [SPECIFY SQUARE FEET VALUE] as defined on the [SPECIFY SITE PLAN] tailored herein as [INSERT DETAIL]. The demised areas will not include either the [SPECIFY DETAIL] or the [SPECIFY DETAIL] in which the demised areas are located.

The demised areas are subject to the following elements:

* [SPECIFY ELEMENT]
* [SPECIFY ELEMENT]
* [SPECIFY ELEMENT]
* [SPECIFY ELEMENT]
* [SPECIFY ELEMENT]
* [SPECIFY ELEMENT]

[INSERT NAME OF LANDLORD] reserves the full right to place in or through the demised areas’ [SPECIFY DETAIL], [SPECIFY DETAIL], [SPECIFY DETAIL], and [SPECIFY DETAIL] owned by [INSERT NAME OF LANDLORD], provided such right is exercised in a way that [INSERT NAME OF TENANT]’s conduct will not be jeopardized or interfered. [INSERT NAME OF TENANT] hereby represents to [INSERT NAME OF LANDLORD] that [INSERT NAME OF TENANT] has contrived its own evaluation of all relevant information that are related to the Demised Areas of the restaurant that will be constructed.

Furthermore, [INSERT NAME OF TENANT] shall rely on its own judgement when entering into this Lease Agreement. [INSERT NAME OF TENANT] warrants to [INSERT NAME OF LANDLORD] that “Tenant” has had an opportunity to check and measure the [INSERT DETAIL] of the demised areas and acknowledges the [SPECIFY SQUARE FOOTAGE FIGURE] set forth under this Agreement and for all purpose of this Lease. [INSERT NAME OF LANDLORD] shall deliver to [INSERT NAME OF TENANT] the demised areas in a [INSERT DETAIL] as defined herein. All other relevant developments to the demised areas shall be given by [INSERT NAME OF TENANT] at its own expense which is in conformity with the stipulations herein and approved by [INSERT NAME OF LANDLORD].

During the completion stage of restaurant construction, provisions of this agreement is permitted as to allow [INSERT NAME OF TENANT]’s merchandise without biased interference with the task being carried on by [INSERT NAME OF LANDLORD]’s standard contractor. [INSERT NAME OF TENANT] shall render all necessary improvements on the demised areas and from the [INSERT DETAIL] all [INSERT DETAIL] which they may compile. Both parties shall be diligent enough in making effort to have the demised areas ready for restaurant business conduction.

**2. Term of Lease**

The term of this Restaurant Lease shall commence upon the following dates: (I) the date [INSERT DATE] after delivery of [INSERT DETAIL] of the demised areas to [INSERT NAME OF TENANT] for the initiation of Tenant’s task, or (ii) the date on which [INSERT NAME OF TENANT] shall open the demised areas for business purposes. In the event the commencement date fall on a day other than the first day of the month, the initial rent shall be prorated. Notwithstanding the foregoing, all terms of this Restaurant Lease shall be effective on [INSERT COMPLETE DATE] until the commencement date which is [INSERT COMPLETE DATE].

This Restaurant Lease shall be terminated immediately at the end of the [INSERT DETAIL] hereof. This will take effect without the need to notify either [INSERT NAME OF LANDLORD] or [INSERT NAME OF TENANT]. The “Tenant” shall hereby defer notice to depart the demised areas and hereby acknowledges that the “Landlord” shall be legible to the advantage of all provisions of law. [INSERT NAME OF TENANT] shall transfer and concede to [INSERT NAME OF LANDLORD] possession of demised areas upon termination or expiration of this Restaurant Lease. [INSERT NAME OF TENANT] at its own cost shall clear away all property of [INSERT NAME OF TENANT] and all [INSERT DETAIL], [INSERT DETAIL], and [INSERT DETAIL] which “Landlord” has mandated in writing to be abolished upon the expiration or termination of this Restaurant Lease.

[INSERT NAME OF TENANT] shall repair all damage to the demised areas caused by [INSERT DETAIL] and build up the demised areas to the state prior the rental of [INSERT NAME OF TENANT]. Any possessions not removed during the termination or expiration of this Restaurant Lease hereof shall be deemed to have been discarded by [INSERT NAME OF TENANT] and shall be [SPECIFY DETAIL] or [SPECIFY DETAIL] by [INSERT NAME OF LANDLORD]. [INSERT NAME OF TENANT]’s responsibilities in performing this covenant shall withstand the termination of expiration of this Restaurant Lease.

If [INSERT NAME OF TENANT] will remain in possession of all parts of the said demised areas after the expiration or termination of this Lease, then [INSERT NAME OF TENANT] shall be deemed a “Tenant” of the demised areas from a [SPECIFY MONTH]. In the event [INSERT NAME OF TENANT] shall remain in possession of all parts of the demised areas without the Landlord’s consent, Tenant shall be obliged for all damages or as otherwise provided by law.

**3. Rent Information**

[INSERT NAME OF TENANT] shall, throughout the term of this Restaurant Lease, pay to [INSERT NAME OF LANDLORD] as “[SPECIFY RENT TERM]” for the demised areas. This shall be in advance during the first day of each month, nonetheless without any deductions whatsoever. Payment shall be through the [INSERT NAME OF LANDLORD]’s office or any other location as per the Landlord’s preferences.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TERM** | **PERIOD** | **ANNUAL RENT [SPECIFY TERM] DEMISED AREAS** | **[SPECIFY IF ANNUAL OR RENT]** | **MONTHLY RENT** |
| [SPECIFY DETAIL] | [SPECIFY DETAIL] | [SPECIFY DETAIL] | [SPECIFY DETAIL] | [SPECIFY DETAIL] |
|  |  |  |  |  |
|  |  |  |  |  |

At the time of the commencement date [INSERT COMPLETE DATE], [INSERT NAME OF TENANT] shall pay to [INSERT NAME OF LANDLORD] the [SPECIFY RENT TERM] for the first full [SPECIFY DETAIL] of the term. Moreover, [INSERT NAME OF TENANT] acknowledges to pay [SPECIFY RENT TERM] in conformity with the [SPECIFY DETAIL] attached to this Restaurant Lease. The rent payable by [INSERT NAME OF TENANT] pursuant to this Agreement, shall also pay, as additional rent:

* [SPECIFY SHORT DESCRIPTION], [PROVIDE EXAMPLES]
* [SPECIFY SHORT DESCRIPTION], [PROVIDE EXAMPLES]
* [SPECIFY SHORT DESCRIPTION], [PROVIDE EXAMPLES]
* [SPECIFY SHORT DESCRIPTION], [PROVIDE EXAMPLES]

**4. Restaurant Taxes**

[INSERT NAME OF TENANT] shall pay its [INSERT DETAIL] share of all “restaurant taxes” as stated herein. Restaurant Taxes shall contain any tax which will be evaluated by [SPECIFY DETAIL] for the improvement of the restaurant establishment on which the demised areas are a part of. [INSERT NAME OF TENANT] shall pay to [INSERT NAME OF LANDLORD] on the [SPECIFY DAY OF PAYMENT] of each calendar month. Notwithstanding the fact that the [INSERT DETAIL] or other portions of the restaurant taxes may be paid in advance. [INSERT NAME OF LANDLORD] will be the ones to collect the said amount from [INSERT NAME OF TENANT] and this will be in advance basis in order to make timely payment regarding all restaurant taxes. Furthermore, the term “restaurant taxes” shall also mean any taxes based upon the [INSERT INFORMATION] without limitation.

**5. Landlord’s Insurance**

[INSERT NAME OF LANDLORD] shall acquire insurance covering [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], and [INSERT DETAIL] from time to time which will be included in standard coverage endorsements. If the policies of the insurance controlled by [INSERT NAME OF LANDLORD] with respect to the Restaurant establishment then [INSERT NAME OF TENANT], shall pay to [INSERT NAME OF LANDLORD]’s corresponding share thereof. This will be through [INSERT COMPLETE INFORMATION]. [INSERT NAME OF TENANT]’s [SPECIFY SHARE TERM] of such deductible amount shall be payable to [INSERT NAME OF LANDLORD] within [SPECIFY HOW MANY DAYS] following an invoice from [INSERT NAME OF LANDLORD].

**6. Common Areas**

[INSERT NAME OF LANDLORD] hereby authorize to [INSERT NAME OF TENANT], during the term of this Restaurant Lease, the non-exclusive right to utilize the common areas of the restaurant. As stated herein, the term “common areas” shall mean [PROVIDE SHORT MEANING]. The “common areas” shall be subject to the exclusive management of [INSERT NAME OF LANDLORD] and to such rules and regulations as mandated by [INSERT NAME OF LANDLORD]. [INSERT NAME OF LANDLORD] hereby reserves the full right to: (a) [SPECIFY DETAIL]; (b) [SPECIFY DETAIL]; (c) [SPECIFY DETAIL]; (d) [SPECIFY DETAIL]; (e) [SPECIFY DETAIL], in the sole discretion of [INSERT NAME OF LANDLORD]’s guidance.

Nothing comes herein shall be deemed to be as [INSERT DETAIL] as defined under this Agreement. [INSERT NAME OF LANDLORD] May [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], or [INSERT DETAIL] at any time, as [INSERT NAME OF LANDLORD] deems essential. [INSERT NAME OF LANDLORD] shall maintain the common areas in [INSERT DETAIL], [INSERT DETAIL], [INSERT DETAIL], and [INSERT DETAIL]. Furthermore, the [SPECIFY RENTAL IF MONTHLY OR ANNUALLY] rental payable by [INSERT NAME OF TENANT] pursuant to this Restaurant Lease, shall be responsible for its share of all common areas’ maintenance expenses. [INSERT NAME OF TENANT] shall pay to [INSERT NAME OF LANDLORD] in advance the rental that is equal to [SPECIFY DETAIL] of the Tenant’s pro rata share.

**7. Use of the Demised Areas**

[INSERT NAME OF TENANT] shall manage its business operations in the demised areas during the term of this Restaurant Lease for the main purpose of [SPECIFY PURPOSE], [SPECIFY PURPOSE], and [SPECIFY PURPOSE]. Such restaurant will be operated under the [INSERT DETAIL]. [INSERT NAME OF TENANT] shall provide and set up leasehold enhancements and will be open for business operation on [INSERT COMPLETE DATE] or prior the date of commencement. The demised areas shall be for:

* [PROVIDE SHORT INFORMATION]
* [PROVIDE SHORT INFORMATION]
* [PROVIDE SHORT INFORMATION]
* [PROVIDE SHORT INFORMATION]
* [PROVIDE SHORT INFORMATION]

Both parties agree that due to the difficulty of discovering possible damages by [INSERT DETAIL] from [INSERT NAME OF TENANT], the following should be monitored: (a) [INSERT DETAIL]; (b) [INSERT DETAIL]; (c) [INSERT DETAIL]; and (e) [INSERT DETAIL]. [INSERT NAME OF TENANT] and its representatives shall make use of the demised areas and shall conduct [INSERT DETAIL] in accordance with all federal administrative orders mandated under this Agreement. The following are the covenants that [INSERT NAME OF TENANT] shall follow:

* [SPECIFY DETAIL]
* [SPECIFY DETAIL]
* [SPECIFY DETAIL]
* [SPECIFY DETAIL]
* [SPECIFY DETAIL]

**8. Tenant’s Amendments**

[INSERT NAME OF TENANT] shall, at all time during the effectivity of this Restaurant Lease, keep the demised areas fully equipped with all [SPECIFY EQUIPMENT DETAIL],[SPECIFY EQUIPMENT DETAIL], [SPECIFY EQUIPMENT DETAIL], and [SPECIFY EQUIPMENT DETAIL]. [INSERT NAME OF TENANT] shall not permit to make any kind of alterations to the demised areas thereof except with the preceding written consent of [INSERT NAME OF LANDLORD]. [INSERT NAME OF LANDLORD] shall maintain the [SPECIFY PART OF THE DEMISED AREA] over the demised areas and should be in good condition.

**9. Diversion of Sales**

[INSERT NAME OF TENANT] acknowledges that during the effectivity of this Restaurant Lease, either [INSERT NAME OF TENANT] or any [SPECIFY GROUP] is controlled by [INSERT NAME OF TENANT]. Adjustment in rent shall reflect the estimate amount regarding damages that may incur by whatsoever reason of the diversion of business and customer traffic. [INSERT NAME OF LANDLORD] and [INSERT NAME OF TENANT] agree that in the event the Tenant becomes the element of bankruptcy, adequate protection of [INSERT NAME OF LANDLORD]’s interest in the demised areas shall be in pursuant to the provisions herein.

**10. Entire Restaurant Lease Agreement**

This Restaurant Lease Agreement consisting of [SPECIFY HOW MANY PAGES] as well as the rules and regulations that constitutes this entire Restaurant Lease Agreement between [INSERT NAME OF LANDLORD] and [INSERT NAME OF TENANT]; no preceding representations shall be binding. This Restaurant Lease Agreement shall not be amended except by written element that should be signed by both [INSERT NAME OF LANDLORD] and [INSERT NAME OF TENANT] hereto.

IN WITNESS WHEREOF, both parties have performed this Lease on [INSERT COMPLETE DATE].

**LANDLORD**:

|  |  |
| --- | --- |
| By:  |  |
| Name:  |  |
| Date:  |  |

**TENANT**:

|  |  |
| --- | --- |
| By:  |  |
| Name:  |  |
| Date:  |  |