





**Table of Contents**

1. Demised Areas
2. Term of Lease
3. Rent Information
4. Restaurant Taxes
5. Landlord’s Insurance
6. Common Areas
7. Use of the Demised Areas
8. Tenant’s Amendments
9. Diversion of Sales
10. Entire Agreement

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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: |  |