Date

Agent Via Email:

Company

Address
City, State

Re: Lease Proposal – Property name, address

Greetings \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

On behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I am pleased to submit the following lease proposal (“Proposal’) for your review. Please take a moment with the Landlord to review the following;

LEASE PROPOSAL:

|  |  |
| --- | --- |
| Landlord: |  |
|  |  |
| Tenant: |   |
|  |  |
| Premises: |   |
|  |  |
| Leased Space: | Approximately \_\_\_\_\_\_\_\_ square feet  |
|  |  |
| Base Rent: | $\_\_\_\_\_\_\_ per square foot base rental rate. |
|  |  |
| Rent Including TI: | $\_\_\_\_\_\_\_\_ per square foot including Base Rent and Tenant Improvement (TI) amortization. |
|  |  |
| Lease Date: | \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ |
|  |  |
| Rent Commencement:  | \_\_\_\_\_ (\_\_\_) months after Tenant has received a CO. |
|  |  |
| Lease Guarantee: | To be determined. |
|  |  |
| Rent Escalation: | Annual increases of \_\_\_\_\_\_\_\_% applied to the base rent each year.  |
|  |  |
| CAM, Taxes and Insurance: | Tenant shall be responsible for it’s pro rata share of Common Area Maintenance (CAM), property taxes and insurance currently estimated at $\_\_\_\_\_\_\_\_, $\_\_\_\_\_\_\_\_, $\_\_\_\_\_\_\_ respectively, per square foot per year for 20\_\_\_\_. |
|  |  |
| Primary Use: | Premises will be used as a restaurant and bar. |
|  |  |
| Landlord Improvements: | Landlord shall subdivide the space, shall have all the mechanical systems serviced, including the grease trap, if any, and shall deliver all systems in good working order. |
|  |  |
| Hours of Business Operation: | Tenant shall set its own hours of operation with the mutual approval of Landlord, not to be unreasonable withheld.  |
|  |  |
| Term: | \_\_\_\_\_\_ (\_\_) year lease term, not including \_\_\_\_ months free rent after leasehold improvements have been completed. (i.e. \_\_\_\_\_ years from rent commencement)  |
|  |  |
| Renewal: | Two successive five-year renewals at the last month’s Base Rent rate of the initial term plus \_\_\_\_\_\_% per year escalation of rent. |
|  |  |
| Building Access: | Tenant will have 24 hours per day, 7 days per week, 52 weeks per year access to the Premises. |
|  |  |
| Governmental Approvals: | The Landlord will acquire any approvals necessary from the Fire Marshall and other governmental entities providing for the space use by the Tenant for its business.  |
|  |  |
| Grease Trap and Sprinklers: | Landlord, at Landlord’s expense, shall provide or guarantee existence of grease trap(s) or interceptor(s) for Tenant’s use that meet the City of Atlanta code requirements. Landlord at Landlord’s expense shall install sprinklers as specified by code and the Fire Marshall. |
|  |  |
| HVAC: | Landlord, at Landlord’s expense, shall provide or guarantee existence of 1 ton of HVAC for every 100sf of lease space. |
|  |  |
| Metered Utilities: | The Premises shall be separately metered with Tenant having exclusive control and use of lighting, HVAC, gas, and electric within their own space. If not already in place, Landlord shall pay for the cost of installing meters for Tenant space. |
|  |  |
| Maintenance: | Tenant shall be responsible for maintaining the interior space and shall maintain a contract for the HVAC system. Should combined HVAC, electrical, and/or plumbing repairs total more than $\_\_\_\_\_\_\_\_\_ in a calendar year during the term, Landlord shall pay the overage.  |
|  |  |
| Signage: | Tenant, at Tenant’s expense shall be allowed to place maximum logo/signage on the Premises and the marquee sign should there be one.  |
|  |  |
| Parking: | Tenant shall have unrestricted access 24 hours per day, 7 days a week to the parking lot. Landlord shall provide enough parking spaces to meet applicable code requirements. |
|  |  |
| Patio: | Tenant shall be allowed to use the adjacent sidewalk area as a patio. Dimensions and specific areas to be mutually agreed upon by all parties.  |
|  |  |
| Improvement Allowance: | Landlord shall provide a Tenant improvement allowance of $\_\_\_\_\_\_ per rentable square foot. |
|  |  |
| First Right of Refusal: | Landlord grants Tenant a first right of refusal to lease additional space should the Landlord receive a bona fide offer on the adjacent space. |
|  |  |
| Sublease andAssignment: | Tenant shall have the right to sublet or assign all or part of the Premises with Landlord’s prior consent, which shall not be unreasonably withheld, delayed or denied. |
|  |  |
| Investor Contingency: | Leasing the Premises is contingent upon Tenant completing capital investment from Tenant's investors and/or lenders within \_\_\_\_\_\_\_ days of execution of this Proposal. |
|  |  |
| Agency Disclosure: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is acting as agent for Landlord & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is acting as agent for Tenant. Both agents shall be paid a fee by Landlord upon consummation of a lease between Landlord and Tenant. |
|  |  |

Note this Proposal:

i) Shall remain in effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_.

ii) Is subject to the review and approval of current financial condition of the entity executing Lease documents.

iii) May be modified or withdrawn without notice.

iv) Represents some of our understandings about a possible future lease, and is not intended to create a legally binding obligation on either party. Such an obligation will be created only when both parties execute a lease document, covering all of the rights and obligations of the parties.

\_\_\_\_\_\_\_\_\_\_, we are very pleased that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is considering opening a location at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and feel this Proposal is indicative of our desire to see that happen. If the above proposal meets your Landlord’s approval, please indicate so with a signature below and return to \_\_email address\_\_within the time period provided above so that we may proceed with the lease and related document preparation. Thank you.

Warm regards,

**Agreed to and accepted**

Landlord/Landlord’s agent:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Title: