**Commercial Lease Agreement**

**I. THE PARTIES** This Commercial Lease Agreement (“Agreement”) made on the \_\_\_\_ day of (Month) 20\_, by and between:

**Lessor:**

**AND**

**Lessee:**

The Lessor and Lessee are each referred to herein as the “Party” and collectively referred to herein as the “Parties.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Lessee agrees to lease the Premises from the Lessor under the following terms and conditions:

**II. NON-PROFIT STATUS** Prior to the execution of this lease, the Lessee will provide to the Lessor copies of its organizational documents, including articles of incorporation, corporate by-laws, and documented proof of the Lessee’s federal and state tax-exempt status. This assures Lessor, a 501(c)(3) corporation, that Lessee’s occupancy and activities will not violate state or federal requirements of 501(c)(3) entities, nor risk Lessor’s tax-exempt status nor serve as cause for property tax or other, unrelated business income tax to be incurred by Lessor.

**III. PLEASE TYPE** This Agreement shall be considered a: (check one)

☐ - Fixed Lease. The Lessee shall be allowed to occupy the Premises starting at Midnight on the \_ day of (Month) 20\_ and expiring at Midnight on the \_ day of (Month) 20\_ (“Lease Term”). At the end of the Lease Term and no renewal is made, the Lessee: (check one)

☐ - May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.

☐ - Must vacate the Premises.

☐ - Month-to-Month Lease. The Lessee shall be allowed to occupy the Premises on a month-to-month arrangement starting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_and ending upon notice of \_\_\_\_ days from either Party to the other Party (“Lease Term”).

**IV. THE PROPERTY** The Lessor agrees to lease the described property below to the Lessee:

(Legal address of the property).

Additional Description: \_\_\_\_\_\_ will rent

* (Room and location specifically named) #\_ and
* (room and location specifically named) # \_
* and shared spaces to include hallways, bathrooms, cafeteria, kitchen, gymnasium, music room, playground, and other spaces agreed upon by Principal \_\_\_\_\_\_\_\_

Hereinafter known as the “Premises.”

**V. PURPOSE** The Lessor is leasing the Premises to the Lessee, and the Lessee is hereby agreeing to lease the Premises for the following use and purpose:

1. X
2. X
3. X

**VI. USE OF PREMISES** The Lessee acknowledges that the premises are located within the confines of an active, operating Catholic school. The Lessee further acknowledges that certain spaces will be shared and in common with the students and staff of St.\_\_\_\_\_\_\_\_\_\_), including but not limited to the bathrooms, cafeteria, gymnasium, hallways, kitchen, music room, playground, and other spaces agreed upon as described above. (Delete what isn’t to be added to the lease or add what is included) In recognition of these facts, the Lessee agrees to comply with the rules, regulations, and policies pertaining to student and staff safety and general school operations as set forth by the Office of Catholic Schools, Diocese of Madison. This includes but is not limited to compliance with the diocesan Safe Environment/VIRTUS policy.

Any change in purpose or use of the Premises other than as described above shall be upon prior written consent of Lessor only.

**VII. ROMAN CATHOLIC TEACHING**

Notwithstanding references to the Establishment Clause of the First Amendment of the U.S. Constitution, the Lessee shall adhere to Catholic identity and teaching and thus avoid subjects such as contraception, euthanasia, prostitution, bigamy, polygamy, fornication, and other topics that may be sordid and profane.  To the extent the Lessee elects to comply with State-mandated instruction on “human growth and development” and offer instruction on various methods of birth control, including artificial contraception, the Lessee shall conduct all such teaching offsite (not in Leased Premises).  Further, should the Lessee elect to utilize a nurse who travels from building to building, that nurse or any other agent of the Lessee, while on the Leased Premises, shall by no means sanction, condone, or promote contraception, abortion, or any relationship outside of traditional marriage.

The Lessee acknowledges that the Leased Premises is owned by a Roman Catholic Parish within the Diocese of Madison.  The Lessee, therefore, agrees that it shall engage in no activity of function inconsistent with the teachings of the Roman Catholic Church.  If any such activity occurs, the Lessor may, at its sole and absolute discretion, cancel this Lease Agreement.

Lessor and Lessee hereby acknowledge the fact that the Lessor is and always has been identified as a nonprofit entity operating within the Roman Catholic tradition of teaching and charitable works and that the Lessor’s reputation as such is of primary importance to it.  As a result of this reputation to Lessor, Lessee agrees that, as a material term and condition of this Lease, it will not act in any way, either within or without the lease relationship established herein, to cause damage to Lessor’s religious reputation.  If, in Lessor’s reasonable exercise of its sole discretion, Lessee does act in such a way that its association with the Lessor, through this Lease, causes public damage to Lessor’s religious reputation or acts in any way contrary to Catholic faith and morals, within the community served by it, Lessor may terminate this Lease as if a material breach occurred.  Said termination shall be effective at a date determined by Lessor and set forth in writing to Lessee.

**VIII. RENT** The net monthly payment shall be $(Written Dollar Amount) ($Numeric Dollar Amount), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable after that on the 5th day of each month. Said net monthly payment is hereafter referred to as the "Base Rent.”

**IX. NON-SUFFICIENT FUNDS (NSF CHECKS)** If the Lessee pays the Rent with a check that is not honored due to insufficient funds (NSF): (check one)

☐ - There shall be a fee of $30.00 per incident.

☐ - There shall be no fee.

**X. LATE FEE**  If Rent is not paid on the Due Date: (check one)

☐ There shall be a penalty of $\_ due as

☐ One (1) Time Payment

☐ Every Day Rent is Late. Rent is considered late when it has not been paid within five days (s) after the Due Date.

☐ - There shall be No Late Fee if Rent is late.

**XI. FIRST (1ST) MONTH'S RENT** The Lessee is required to pay the first (1st) month's rent (check one)

☐ - Upon the execution of this Agreement.

☐ - Upon the first (1st) day of the Lease Term.

**XII. PRE-PAYMENT**  The Lessee shall: (check one)

☐ - Pre-Pay Rent in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the term starting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. The Pre-Payment of Rent shall be due upon the execution of this Agreement.

☐ - Not be required to Pre-Pay Rent.

**XIII. SECURITY DEPOSIT**  The Lessor requires a payment (“Security Deposit”) for ($) for the faithful performance of the Lessee under the terms and conditions of this Lease. Payment of the Security Deposit shall be due and payable in advance or upon the execution of this Lease. It shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month’s rent unless the Lessor grants written permission.

**XIV. PARKING** The Lessor: (check one)

☐ - Shall provide \_\_\_\_ parking space(s) to the Lessee for a fee of $\_\_\_\_\_ to be paid

☐ at the execution of this Agreement

☐ monthly in addition to the rent. The parking space(s) are described as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

☐ - Shall NOT provide parking.

**XV. ACCESS** Upon the beginning of the Lease Term, the Lessor agrees to give access to the Lessee in the form of keys, fobs, cards, or any keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized with the consent of the Lessor, and if any replacements are needed, the Lessor may provide them for a fee. At the end of this Agreement, all access provided to the Lessee shall be returned to the Lessor, or a fee will be charged to the Lessee, or the fee will be subtracted from the Security Deposit.

**XVI. EARLY TERMINATION**  The Lessee: (check one)

☐ - Shall have the right to terminate this Agreement at any time by providing at least 30 days’ written notice to the Lessor along with an early termination fee of $\_\_\_\_\_ (US Dollars). During the notice period for termination, the Lessee will remain responsible for the payment of rent.

☐ - Shall not have the right to terminate this Agreement.

**XVII.** **RIGHTS TO RENEWAL**  Lessee has the right to renew the Lease, which may be exercised by giving written notice to the Lessor not less than 60 days prior to the expiration of the Lease or renewal period. The total number of renewal periods under this lease agreement is limited to two (2) one-year periods, absent any additional written agreement between the lessor and lessee. If the Lessor receives no such notice, the Lessee will forfeit all rights to renewal, and the lease will expire at the end of the lease term.

**XVIII. TERMINATION** The Lessor retains the right of termination and non-renewal at the expiration of the lease period as defined by Wisconsin state statutes.

**XIX. EXPENSES The Parties intend** that this Lease be considered a “Gross Lease,” and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Lessee is not obligated to pay any additional expenses, which include utilities, real estate taxes, insurance (other than on the Lessee’s personal property), charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises.

The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The Lessor shall maintain the parking area. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire or other covered perils, which may or may not include any extended coverage.

The Lessee will provide and maintain commercial liability and property damage insurance as a lessee, at least to the limits of Two Million Dollars ($2,000,000.00) with Four Million Dollars ($4,000,000.00) aggregate, that will designate the Lessor as “an additional named insured” and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease. Lessee will also provide evidence to Lessor that such policies do not include any exclusions for damages to leased premises. The coverage shall be primary and non-contributory.

Lessee will also provide proof of coverage for worker’s compensation, auto, professional liability, employer’s liability, and sexual misconduct.

**XX. LICENSES & PERMITS**  A copy of all local, state, or federal permits acquired by the Lessee which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**XXI. OBLIGATIONS OF LESSEE**  The Lessee shall be primarily responsible, whenever needed, for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. The Lessee shall properly maintain the Premises in a good, safe, and clean condition.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. The Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises.

**XXII. SUBLET/ASSIGNMENT**  The Lessee may not transfer or assign this Lease, or any right or interest hereunder, or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

**XXIII. DAMAGE TO LEASED PREMISES**  In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee’s occupancy of the Premises, then in every such case, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace, or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

**XXIV. DEFAULT & POSSESSION**  In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same is due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee’s personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee’s eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease.

**XXV. MISCELLANEOUS TERMS**

1. Usage by Lessee: Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other Lessees of the building.
2. Signs: Lessee shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without Lessor’s prior written consent. After that, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, the Lessee shall conform to any uniform, reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damage caused or resulting from such removal.
3. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or their fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that the Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their “as is” condition as of the date hereof.
4. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
   1. Indemnification: Intending to be legally bound, Lessee agrees to hold harmless, defend, and indemnity Lessor, its officers, employees, and agents from and against all claims, liability, loss, demands, suits, demands, damages, injuries, expenses, causes of action, damages, costs and attorney’s fees, of any kind or nature, arising from or incident to Lessee’s negligence, actions or failure to act under the terms of this agreement or from all other claims of any kind associated with the condition of nature of Lessor’s premises.

**XXVI. HOLDOVER**  Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days’ notice by either party.

**XXXVIII. SEVERABILITY**  If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**XXVII. the laws of the State of Wisconsin shall govern GOVERNING LAW This Lease**.

**XXVIII. NOTICES**  Payments and notices shall be addressed to the following:

Lessor:

Lessee

**XXIX. ENTIRE AGREEMENT** This Agreement contains all the terms agreed to by the parties relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Lessor and Lessee agree to the terms and conditions and shall be bound until the end of the Lease Term.

**XXL. BINDING EFFECT** This Lease and any amendments to it shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors, and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this \_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**Lessee’s Signature Printed Name**

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lessor’s Signature Printed Name**

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as **LESSOR** of this Commercial Lease Agreement, who proved to me through government-issued photo identification to be the above-named person, in my presence, executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/)  
 Notary Public   
 My commission expires: \_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as **LESSEE** of this Commercial Lease Agreement, who proved to me through government-issued photo identification to be the above-named person, in my presence, executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/)  
 Notary Public   
 My commission expires: \_\_\_\_\_\_\_\_\_