

**OFFER TO LEASE**  
(Commercial Land)

**FROM:** .....  
.....  
.....  
(hereinafter referred to as the "Offeror")

**TO:** .....  
.....  
.....  
(hereinafter referred to as the "Lessor")  
(the Offeror and the Lessor hereinafter collectively referred to as the "Parties")

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**PREAMBLE**

WHEREAS the Lessor is the owner of a commercial land for rent;

WHEREAS the Offeror wishes to lease from the Lessor the said commercial land, subject to the following terms and conditions;

WHEREAS the Offeror wishes to confirm his offer to lease in writing;

WHEREAS in this offer to lease, the word "Offeror" also means the "Eventual Lessee", in accordance with the context;

WHEREAS the Offeror is vested with the powers and duly qualified to enter into and perform this offer to lease;

**NOW THEREFORE, THE OFFEROR HERETO DECLARES AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

**2.00 OBJECT**

**02 2.01 Leased Premises**

Subject to the express condition that the Lessor observes, respects and conforms to all clauses, conditions and stipulations stated hereinafter, the Offeror offers to lease from the Lessor a commercial land (hereinafter referred to as the "Leased Premises"), which complete designation is as follows: .....

**2.03 Area**

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The Leased Premises area covers approximately ..... square meters (.....s.m.). A plan showing the area of the Leased Premises is attached herewith as Schedule “.....”.

**2.03 Term of the Lease**

The Lease shall be for a term of ..... (.....) year(s), starting on ..... and ending on .....

**3.00 CONSIDERATION**

**03**

**3.01 Base Rent**

In consideration of the aforesaid Lease, the Offeror shall pay to the Lessor, as base rent:

- a) for the first year of the Lease: an amount of ..... dollars (\$.....) plus applicable taxes, for a total amount of ..... dollars (\$.....) payable in advance on the ..... day of every month, in twelve (12) equal and consecutive instalments of ..... dollars (\$.....) each.
- b) for the ..... year of the Lease: an amount of ..... dollars (\$.....) plus applicable taxes, for a total amount of ..... dollars (\$.....) payable in advance on the ..... day of every month, in twelve (12) equal and consecutive instalments of ..... dollars (\$.....) each.

OR

for the ..... year of the Lease: the base rent of the preceding year, increased by the CPI percentage published by Statistics Canada on January 1 of the ..... year of the Lease, plus applicable taxes, payable in advance on the..... day of every month, in twelve (12) equal and consecutive instalments of ..... dollars (\$.....) each.

**3.02 Additional Rent**

The Offeror shall pay to the Lessor, each year throughout the term, as additional rent, the following costs:

- a) the premiums to insure the civil liability in relation to the Leased Premises;
- b) the real estate, municipal and school taxes, the local and special improvement taxes, and all other charges, contributions, licences, surtaxes or other taxation which would be stated or claimed with respect to the Leased Premises;
- c) the legal, administrative and general expenses, as well as evaluation expenses incurred by the Lessor in obtaining or attempting to obtain a reduction in real estate taxes;

hereinafter collectively referred to as the “Costs”.

However, this additional rent shall not include the cost of services and of other expenses which may be directly charged to the Offeror by any person other than the Lessor.

Consequently, the Offeror shall pay to the Lessor, as additional rent:

- a) for the first year of the Lease: an amount of ..... dollars (\$.....) plus applicable taxes, for a total amount of ..... dollars (\$.....) payable in advance on the ..... day of every month, in twelve (12) equal and consecutive instalments of ..... dollars (\$.....) each.
- b) for the ..... year of the Lease: an amount of ..... dollars (\$.....) plus applicable taxes, for a total amount of ..... dollars (\$.....) payable in advance on the ..... day of every month, in twelve (12) equal and consecutive instalments of ..... dollars (\$.....) each.

On every year end of the term, the final additional rent shall be calculated in accordance with the effective Costs. If applicable, a refund or a credit note shall be issued to the Offeror; in the opposite, the Offeror shall be billed for any extra expenses, which he shall pay upon receipt.

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