

NON BINDING LETTER OF INTENT TO LEASE

(Date)

Re: Letter of Intent to Lease

Dear _____:

Per our conversation, this correspondence shall serve as a Non-binding Letter of Intent to lease the property located at _____

Proposed Terms and Conditions:

Property:

Legal Description:

Municipal Address:

Demised Premises:

Lease Term:

Primary term to be _____ () years effective _____, 200_ or upon completion of the premises or Tenants occupancy the later of which shall be the determining date. Tenant to retain ___ renewal options each for a period of _____ () years.

Property Access:

Tenant to have full and complete access to the Property _____ () days prior to Lease Commencement date in order for Tenant to initiate and complete Tenant improvements necessary for the intended use of the premises.

Lease Rate:

\$ _____ per month for the first _____ () years of the primary term. Rent for years _____ of the primary term shall be \$ _____ per month. Rent for option period to be \$ _____ per month.

Deposit:

A deposit check in the amount equal to the first months rent shall accompany the executed Lease Agreement.

Expenses:

The following details the party responsible for the respective expenses:

(Tenant / Landlord)

- A. Electricity (Demised Premises): _____
- B. Electricity (Exterior security lighting): _____
- C. Water / Sewer: _____
- D. Gas: _____
- E. Janitorial: _____
- F. Trash Removal (Exterior grounds/dumpster): _____
- G. Driveways/Yard/Grass etc.: _____
- H. Roof / Structural Maintenance: _____
- I. Interior/Exterior Maintenance: _____
- J. Window Washing: _____
- K. Liability Insurance: _____
- L. Property/Fire & Extended Coverage Insurance: _____
- M. Ad Valorem Taxes: _____
- N. Property Taxes: _____
- O. Plate Glass: _____
- P. Locks/Keys: _____

H/VAC: Landlord to insure that all H/VAC systems are in good working condition prior to occupancy and shall, for a period of ____ days (____) days from date of occupancy, be responsible for any repair and/or replacement necessary.

Electrical / Plumbing: Landlord to insure that all existing electrical system(s) and plumbing system(s) are in good operating condition prior to occupancy. Thereafter Tenant shall be solely responsible for all Electrical & Plumbing systems (Tenant responsible only for plumbing above the slab. Landlord to warrant all plumbing for 60 days from lease commencement)

Permits: Lease Agreement is contingent upon Tenant obtaining all necessary permits to include occupancy, zoning etc. necessary for operating the intended business.

Signage: Tenant to be responsible for any new signage in front of the leased ,Property however Landlord shall be responsible for the removal of any unwanted existing signage.

Environmental: Tenant cannot be responsible for any existing contamination at the site. Although Tenant does not anticipate environmental problems, Tenant will require copies of whatever environmental information that the Landlord may have to assist in the environmental evaluation of the Property prior to Lease execution.

ADA Compliance: If required by Louisiana or Federal law, Landlord shall be responsible for the property to comply with ADA regulations for restrooms and property access.

Tenant _____ (address)

 _____ (e-mail address)

_____ (Work Phone)
_____ (Cell Phone)

Intended Use:

Lease Agreement:

Lease Agreement shall be provided by the Landlord.

Non-Binding:

This Letter of Intent is completely non-binding and has no effect on either party whatsoever until a Lease Agreement has been fully executed by both Tenant and Landlord.

Agency:

Landlord and Tenant acknowledge and accept that the undersigned, _____ (Agent), as the Designated Listing Agent for the Landlord is working as a _____ Agent as provided for in the attached Disclosure and Consent forms.

Brokerage:

Landlord agrees to pay a brokerage fee of a minimum of _____ percent (____%) of the scheduled gross lease value to _____. Commission is due and payable at Lease Execution. Landlord also agrees to pay a brokerage fee of _____ percent (____%) based upon the gross scheduled lease value on any expansions of the lease as well as ____% of the scheduled gross lease value on any extensions, options or renewals of the Lease Agreement.

Each party shall keep confidential each of the provisions of this Letter of Intent and all information each party obtains regarding the other party, and Landlord shall not offer subject property to any other prospective tenant during the term of this Letter of Intent. This Letter of Intent supersedes any and all previous negotiations with Tenant, whether written or verbal.

If the above terms and conditions are acceptable, please indicate in the appropriate space provided and provide a formal lease agreement for the Tenants review within ten (10) days of the acceptance date of this Letter of Intent. Please consider this proposal valid until 5:00pm, _____.

Sincerely,

Agreed to and Accepted:

TENANT

LANDLORD

by: _____ Date

by: _____ Date