

Commercial Lease

This lease is made in duplicate between:

(1) _____ (the "Landlord")
(landlord name)

and

(2) _____ (the "Tenant")
(tenant name)

The Landlord and the Tenant hereby agree as follows:

1. The Landlord hereby grants the Tenant a lease of the premises outlined in red on the floor plan attached as Schedule A located on the _____ floor of
(number)

(address)
_____ (the "Premises.")

The parties agree that the Premises have a rented area of _____ square feet, excluding the exterior walls.

2. The term of this lease commences on _____ and ends on _____.
(date) (date)

If the Tenant continues in occupation of the Premises with the consent of the Landlord after expiry of the term of this lease, the Tenant shall be deemed to be leasing the Premises on a month-to-month basis but otherwise on the same terms as set out in this lease.

3. The Tenant may use the Premises for _____
(business purpose)

and for no other purpose.

4. (a) The Tenant shall pay the Landlord a "base rent" of _____ dollars (\$_____) per year in equal monthly instalments of _____ dollars (\$_____) in advance on or before the first of each month commencing on _____ with the base rent for any broken portion of a
(date)
calendar month in which this lease terminates being prorated.

(b) The following services and expenses are the responsibility of the Landlord, _____% of the total cost of which services and expenses during the term of this lease shall be paid by the Tenant to the Landlord as "additional rent":

- (c) The Landlord shall invoice the Tenant monthly for additional rent incurred during the preceding calendar month. Each invoice is payable in full thirty days after delivery. The Tenant is deemed to have admitted the accuracy of the amount charged in any invoice for additional rent which he or she has not challenged in writing within the same thirty days.
 - (d) The Tenant shall also pay the Landlord as "additional rent," on demand, 100% of the total costs reasonably incurred by the Landlord including, but not limited to legal fees, of curing any default of the Tenant under this lease, including but not limited to enforcing payment of rent and regaining lawful possession of the Premises.
5. The following services and expenses are the sole responsibility and expense of the Tenant:
6. The following services and expenses are the sole responsibility and expense of the Landlord:
7. The Landlord shall also be solely responsible for repairs or improvements to the structure and to the exterior of the building.
8. Any services and expenses relevant to the use by the Tenant of the Premises and not mentioned in this lease are the responsibility and expense of the Tenant.
9. The Landlord covenants with the Tenant that so long as the Tenant complies with the terms of this lease, the Tenant may occupy and enjoy the Premises without any interruption from the Landlord.

10. The Landlord is not liable for any damage to the Tenant's property or for any injury to any person in or coming to or from the Premises, however caused, and the Tenant agrees to indemnify the Landlord against the financial consequences of any such liability. In this regard, the Tenant shall purchase and maintain public liability insurance in the amount of no less than _____ dollars (\$ _____) and shall provide proof of this insurance to the Landlord on request.

11. The Landlord may terminate this lease for any one of the following or any other cause permitted by law:

- (a) fifteen days' arrears of rent or additional rent;
- (b) the bankruptcy or insolvency of the Tenant;
- (c) a material change in the use of the Premises by the Tenant and, in particular (without limiting the generality of this provision), any change that affects the Landlord's building insurance or that constitutes a nuisance.
- (d) any unauthorized assignment or subletting of this lease by the Tenant;
- (e) substantial damage to or destruction of the Premises;
- (f) any sale or material change in use of the building in which the Premises are located by the Landlord;
- (g) any significant wilful or negligent damage to the Premises caused by the Tenant or by persons permitted on the Premises by the Tenant.

12. The Tenant may not assign or sublet the Premises, in whole or in part, or allow the Premises to be used by any other person without the written consent of the Landlord, which consent may not be unreasonably withheld.

13. The Tenant shall keep the Premises in a reasonable state of repair and cleanliness and shall not make improvements or alterations to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld.

14. At the end of the lease, the Tenant shall deliver vacant possession to the Landlord of the Premises in the same condition as at the commencement of the lease, reasonable wear and tear excepted and except that the Landlord may, in the Landlord's sole discretion, elect to keep any of the Tenant's improvements, alterations, or fixtures.

15. Any written notice required or permitted to be given by this lease is sufficiently given if sent in proper form by ordinary mail to the last known address of the party for whom the notice is intended. Any written notice sent by ordinary mail in accordance with this paragraph is deemed, for the purposes of this lease, received by the addressee on the seventh day after mailing unless actually received before. Nothing in this paragraph prevents giving written notice in any other manner recognized by law.

16. In this lease, words importing the singular include the plural, and vice versa, and importing the masculine gender include the feminine, and importing an individual include a corporation and vice versa. This lease binds and benefits the parties and their respective heirs, successors, and permitted assigns.

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17. If not in default under this lease, the Tenant has the right to renew this lease for a further term of _____ years exercisable by giving written notice of renewal to the Landlord in the six-month period immediately before the expiry of the original fixed term of this lease. The renewed lease is granted on the same terms as set out in this lease except as to base rent and without any further right of renewal. The base rent payable by the Tenant in the renewed term may be agreed between the Landlord and Tenant but, failing such agreement before commencement of the renewed term of the lease, the amount of the base rent shall be referred to and settled by a single arbitrator agreed upon by the parties or, in default of such agreement, to a single arbitrator appointed pursuant to the legislation governing submissions to arbitration in the jurisdiction whose laws govern this agreement. The decision of the arbitrator is final and binding on the parties with no right of appeal.

Executed under seal on _____
(date)

Signed, sealed, and delivered)	
in the presence of:)	
)	
)	
_____)	_____S
for the Landlord)	The Landlord
)	
)	
_____)	_____S
for the Tenant)	The Tenant

Commercial Sublease

This sublease is made between:

(1) _____ (the "Sublandlord")
(sublandlord name)

and

(2) _____ (the "Subtenant").
(subtenant name)

Whereas _____ (the "Landlord")
(landlord name)

and the Sublandlord have entered into a lease of premises (the "Premises") of which a copy is appended as Schedule A to this agreement (the "Lease");

And whereas the Sublandlord and the Subtenant wish to enter into a sublease of the Premises for the balance of the term of the Lease less one day;

And whereas the Landlord has consented to this sublease;

The Sublandlord and Subtenant agree as follows:

1. The Sublandlord hereby subleases the Premises to the Subtenant to have and to hold for the balance of the term of the Lease less one day commencing on _____.
(date)

The Subtenant, however, may not assign or sublease its interest in the Premises without the consent of the Sublandlord, which consent expressly may be unreasonably withheld.

2. The Subtenant shall pay rent of _____ dollars (\$ _____) per month in advance on the first day of each and every month during the term of this sublease with the rent for any broken portion of a calendar month in which this sublease terminates being prorated.

3. The Subtenant agrees to pay to the Sublandlord all sums which the Sublandlord is required to pay to the Landlord under the Lease as additional rent pursuant to the provisions of the Lease or is required to pay to the Landlord by reason of the Subtenant's occupancy of the Premises.

4. The Subtenant agrees to observe and perform all the Sublandlord's covenants in the Lease apart from the payment of rent and additional rent to the Landlord.

5. The Subtenant shall pay all business taxes in respect of the business carried on by the Subtenant in and upon or by reason of its occupancy of the Premises.

6. The Subtenant shall take out and keep in force during the term of the sublease such insurance in respect of the Premises as to comply with the obligations of the Sublandlord under the Lease and shall be subject, as regards both the Landlord and the Sublandlord, to the same obligations and same limitations of liability with respect to damage, loss, or injury as are set out in the Lease between the Landlord and the Sublandlord.

7. The Sublandlord covenants with the Subtenant:
 - (a) for quiet enjoyment of the Premises;
 - (b) to pay all rent and additional rent reserved under the Lease;
 - (c) to enforce for the benefit of the Subtenant of the Premises the obligations of the Landlord under the Lease with the intent that the benefit of such covenants extend to the Premises to be enjoyed by the Subtenant; the Subtenant, however, agrees to pay the Sublandlord's costs, including but not limited to legal costs, reasonably incurred by the Sublandlord in relation to such enforcement.
8. The rights and obligations of the Subtenant with respect to the installation, alteration, or removal of fixtures and improvements and signs shall be governed by the applicable provisions of the Lease.
9. The provisions of the Lease regarding the Landlord's remedies against the Sublandlord and the Premises in connection with the Sublandlord's default under the Lease are hereby incorporated in this sublease for the benefit of the Sublandlord against the Subtenant and the Premises in connection with the Subtenant's default under this sublease.

Executed in duplicate under seal on _____
 (date)

Signed, sealed, and delivered in the presence of:)	
)	
)	
_____)	_____s
for the Sublandlord)	The Sublandlord
)	
_____)	_____s
for the Subtenant)	The Subtenant

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