Commercial / Mall Lease Agreement (Sample)

SAMPLE DOCUMENT; replace the fields in square brackets with your own details; remove clauses you do not need.

1. Parties

Landlord: [company], [address], [tax no]
Tenant: [company], [address], [tax no]

2. Premises and Permitted Use

Address: [mall / building name], [floor] / [unit no] · Lettable area: [sqm].
Permitted use: [business activity]; not to be changed without written consent.

3. Term

Start: [dd.mm.yyyy] · Term: [years] years.

4. Rent Components

Base rent: [amount] / month.
Turnover rent: net turnover × [rate]%; based on [monthly] turnover declarations.
Minimum guarantee: [amount]; applies whenever turnover rent falls below it.
Threshold: [amount]; if agreed, the percentage applies only above the threshold.

5. Common Charges (CAM)

Common area contribution: [amount / per sqm].
Marketing and parking contribution: [amount].

6. Indexation

Base rent is adjusted once a year based on [index name].

7. Turnover Reporting and Audit

The tenant reports turnover within [days] days after each month end.
The landlord retains a reasonable right to audit the declarations.

8. Deposit / Security

[Amount / bank guarantee]; returned at the end after deducting outstanding debts.

9. Insurance

The tenant insures contents and third-party liability and provides a copy of the policy.

10. Assignment and Subletting

No assignment or subletting without written consent.

11. Handover

Handover and return follow the attached handover protocol.

12. Special Terms

[Additional terms go here.]

Landlord	Tenant
Full name: ___________________	Full name: ___________________
Signature: ___________________	Signature: ___________________
Date: ___________________	Date: ___________________

This is a general sample, not legal advice. Mandatory provisions of the law in your country prevail over contract clauses; check current legislation and, where needed, a legal professional before signing.