



OFFER TO LEASE

Prepared by: Agent _____ Phone _____
Broker _____ Email _____

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

Received from _____, the sum of \$ _____,
evidenced by check, or _____, payable to _____,
to be held undeposited until acceptance of this offer as a deposit toward the leasing of the premises referred to as _____.

The following checked addendums are part of this offer to lease:

- Plat of the premises
- Lease agreement
- Standard Option to Purchase [See ft Form 161]
- Credit Application [See ft Form 302]
- Tenant's financial statements
- Option to Renew/Extend [See ft Form 565]
- Right of First Refusal to Buy [See ft Form 579]
- _____

TERMS:

1. The commencement date of the lease to be _____, 20_____, and continue until the expiration date of _____, 20_____, or as a month-to-month tenancy.
2. The monthly rent to be payable in advance as follows:
 - 2.1 Monthly rent to be fixed at \$ _____ until expiration of the lease.
 - 2.2 Monthly rent to be adjusted from a monthly base rent for the first year of \$ _____.
On each anniversary date of the lease, the monthly base rent shall be adjusted upward only based on the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U) for:
 - Los Angeles-Anaheim-Riverside
 - San Francisco-San Jose-Oakland
 - San Diego
 - National
 - a. The upward adjustment for any one year is capped at a _____% annual increase.
 - 2.3 Monthly rent to be graduated on each anniversary under the following schedule:
 - a. Base year monthly rent of \$ _____, and on each anniversary month, an upward adjustment in the monthly rent of _____% over the prior year's monthly rent; or _____.
 - b. Base Year \$ _____ Second Year \$ _____ Third Year \$ _____
Fourth Year \$ _____ Fifth Year \$ _____ Sixth Year \$ _____
 - 2.4 Rent to be the greater of _____% of monthly gross sales/receipts or the total of other rents, taxes, insurance and common area maintenance (CAMs) checked in this offer.
 - 2.5 Monthly base rent to be adjusted upward to current market rental value every _____ years.
 - 2.6 Holdover rent to be \$ _____ daily.
3. The utility expenses for the space leased to be paid as follows:
Tenant to pay _____
Landlord to pay _____
4. Common Area Maintenance (CAMs) costs for maintaining and operating of the common areas are to be paid by Tenant based on his proportionate share of the total space leased on the premises, or _____%. The CAMs charge shall be assessed monthly, or quarterly, and is payable within 10 days. The CAM charge will not exceed _____% of the rent, _____ cents per square foot monthly, or _____.
5. Real estate taxes and assessments on the real estate shall be paid by Landlord, or Tenant.
 - 5.1 Any taxes and assessments paid by Tenant to be capped at a _____% annual increase.
6. A security deposit of \$ _____ to secure the performance under Tenant's lease to be paid on signing of the lease.
7. Tenant to have the option to renew or extend the lease as set forth in the attached option to renew/extend. [See ft Form 565]
8. Tenant may assign, sublet or encumber the leasehold interest subject to Landlord's consent.

- 9. Tenant's intended use of the premises includes _____
- 10. Landlord to make improvements prior to the time Tenant is to take possession as follows _____
- 11. Tenant to make improvements as follows _____
- 12. Landlord to deliver to Tenant any building plans, blueprints or property documents in Landlord's possession upon Tenant's request for additional improvements to be made by Tenant or any government demands made on Tenant for their use of the Premises.
- 13. Tenant may exercise the right to lease additional space from Landlord as follows (note the premises, rent, terms, and period) _____
- 14. Tenant to maintain insurance on the premises to cover any casualty loss in the amount of \$_____.
- 15. Landlord and Tenant to sign a lease to be prepared by Tenant, or Landlord, on a form entitled _____ published by _____.
- 16. Parties to pay Broker(s) a fee of see attached fee schedule [See ft Form 113], or _____, as follows:
Landlord to pay the brokerage fee on transfer of possession. The party wrongfully preventing a transfer of possession to pay the brokerage fee. Landlord's Broker and Tenant's Broker, respectively, to share the brokerage fee _____.
- 17. This offer shall be deemed revoked unless accepted in writing and personally delivered to Tenant or Tenant's Broker on or before _____, 20_____.
- 18. Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 19. If Tenant's intended lease period exceeds one year, Tenant acknowledges receipt of the Agency Law Disclosure. [See ft Form 305]
- 20. _____

Landlord's Broker: _____
 Broker's DRE Identification #: _____
 Agent's Name: _____
 Agent's DRE Identification #: _____
 Signature: _____
 Is the agent of: Landlord exclusively.
 Both Landlord and Tenant.
 Address: _____
 Phone: _____ Cell: _____
 Fax: _____
 Email: _____

Tenant's Broker: _____
 Broker's DRE Identification #: _____
 Agent's Name: _____
 Agent's DRE Identification #: _____
 Signature: _____
 Is the agent of: Tenant exclusively.
 Both Landlord and Tenant.
 Address: _____
 Phone: _____ Cell: _____
 Fax: _____
 Email: _____

I agree to the terms stated above.
 See Signature Page Addendum. [ft Form 251]
 Date: _____, 20_____
 Landlord: _____
 Agent: _____
 Agent's DRE #: _____
 Signature: _____

I agree to the terms stated above.
 See Signature Page Addendum. [ft Form 251]
 Date: _____, 20_____
 Tenant: _____
 Signature: _____
 Tenant: _____
 Signature: _____