

WAREHOUSE COMMERCIAL LEASE AGREEMENT

Premises: [PREMISES ADDRESS] Effective Date: Governing State: [STATE]

WAREHOUSE / DISTRIBUTION COMMERCIAL LEASE

This Warehouse Lease is made as of between [LANDLORD NAME] ("Landlord") and [TENANT NAME] ("Tenant") for warehouse premises at [PREMISES ADDRESS] (the "Premises"), approximately [RENTABLE SQUARE FOOTAGE] RSF.

1. Term and Rent

**** to **** (5 years). Base Rent ****/mo. Deposit ****.

3% annual.

2. Permitted Warehouse Use

Warehousing, distribution, light assembly, cross-dock, 3PL, and ancillary office support consistent with applicable zoning — specifically [PERMITTED USE OF THE PREMISES].

3. Physical Specifications

Clear ceiling height approximately 24 feet, 1 dock-high loading door(s), floor load rating approximately 250 pounds per square foot. Tenant shall not exceed posted floor load, aisle clearance, or rack-height limits.

4. Racking

Installation of pallet racking, mezzanines, or overhead conveyor requires Landlord's consent and any required permit. Seismic bracing and rack engineering per RMI/ANSI MH16.1 and local seismic code. Tenant-installed racking shall be removed at lease end unless Landlord elects otherwise in writing.

5. Forklifts; Propane; Charging

Electric or propane forklifts permitted on the warehouse floor. Propane storage and battery charging confined to designated ventilated areas meeting NFPA 505 and OSHA 29 C.F.R. §1910.178.

6. Loading Hours; Truck Staging

Trucks shall use designated truck courts and drive aisles. Overnight trailer drops require Landlord's consent. Idling limits enforced per state/local rules.

7. OSHA; Hazard Communication

OSHA. Tenant shall maintain OSHA-compliant means of egress, emergency lighting, and a written hazard communication program, with Safety Data Sheets available for all chemicals stored on-site. Tenant shall comply with OSHA's Powered Industrial Truck standard (29 C.F.R. §1910.178) and Hazard Communication standard (29 C.F.R. §1910.1200).

8. Hazardous Materials; H-Occupancy

RCRA / hazardous materials. Storage of hazardous materials is limited to quantities consistent with the Certificate of Occupancy and NFPA 400 maximum allowable quantities without H-classification. Any storage triggering an H-occupancy requires Landlord's consent and code upgrades at Tenant's cost. Tenant shall comply with RCRA (42 U.S.C. §§6901-6992k), obtain generator IDs, and maintain manifests.

9. Sprinklers; ESFR

Tenant's storage commodities, pile heights, and encapsulation shall not exceed the design parameters of the installed fire sprinkler system (e.g., ESFR K-14). Tenant shall provide a commodity classification letter and upgrade the sprinkler at Tenant's cost if storage exceeds design.

10. Pest Control; Cleanliness

Warehouse kept clean, orderly, pest-free. Food-grade or FDA-regulated storage complies with 21 C.F.R. Part 117 (GMP) where applicable.

11. Expense Allocation; Utilities; Insurance

Direct.

CGL **\$1,000,000.00/\$2,000,000.00**; property at replacement cost; 12-mo BI; WC; EL \$1M. Waiver of subrogation.

12. Default; Holdover; Casualty; Assignment; SNDA; Estoppel

Standard commercial. 5/30-day cures; 150% holdover; 180-day casualty; SNDA; 15-BD estoppel.

ADA allocation. CERCLA/RCRA.

Good-guy guaranty. Force majeure 180 days.

13. State-Specific

14. General

[STATE] law; county venue. Court. Attorneys' fees.

Signatures

Landlord

PRINTED NAME

SIGNATURE

DATE

Tenant

PRINTED NAME

SIGNATURE

DATE

Guarantor

PRINTED NAME

SIGNATURE

DATE