CA — KITCHEN COMMERCIAL LEASE AGREEMENT

UNSIGNED DRAFT — TERMS OR REQUIRED REVIEW INCOMPLETE

This draft is for preparation and negotiation. It is not an executed lease, evidence of payment, or confirmation of permits, disclosure delivery or legal approval. Resolve the actual terms, required notices and approvals before execution.

Agreement date: [DATE]. **Property jurisdiction:** CA.

Landlord: [LANDLORD LEGAL NAME AND ENTITY TYPE]. **Notice contact:** [LANDLORD NOTICE ADDRESS AND CONTACT].
Tenant: [TENANT LEGAL NAME AND ENTITY TYPE]. **Notice contact:** [TENANT NOTICE ADDRESS AND CONTACT].

1. Premises, access and permitted use

The party labeled Landlord (owner/operator) grants the party labeled Tenant (occupant/provider) only the occupancy and use rights expressly described below, subject to their actual legal characterization, mandatory law and the agreed conditions. These labels alone do not determine legal status.

[COMPLETE PROPERTY ADDRESS UNIT AND LEASED]

Boundaries, plan, area measurement, included/excluded areas and access rights: [EXHIBIT OR PLAN INCLUDED EXCLUDED AREAS]

Permitted use and approval conditions: [ACTUAL PERMITTED USE RESTRICTIONS AND APPROVAL]

No area, boundary, measurement standard, zoning approval or attached plan is certified merely by selecting a lease type. Occupancy and operation must remain within the actual rights granted and required governmental approvals.

2. Term, possession and renewal

Commencement: [DATE]. **Expiration:** [DATE].

Possession, completion of work, rent commencement and conditions: [POSSESSION COMPLETION OF WORK RENT COMMENCEMENT]

Renewal, exercise procedure, future rent and holdover: [RENEWAL RIGHTS EXERCISE WINDOWS FUTURE RENT]

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A stated commencement date is not a representation that possession, work or approvals have already been delivered. No option or automatic renewal is created beyond the express terms above.

3. Rent and security

Tenant shall pay **$1,500.00 per month** as base rent, due on day **1** of each month, subject to the expressly agreed payment, commencement and credit terms below.

Recipient, method, first-period proration and credits: [PAYMENT RECIPIENT METHOD FIRST PERIOD PRORATION]

Escalations, concessions and additional rent: [ESCALATIONS CONCESSIONS AND ANY ADDITIONAL RENT]

Agreed late charges, interest, grace period and limits: [AGREED LATE FEES INTEREST GRACE PERIOD]

Security deposit obligation: $0.00. **Custody, due date, permitted deductions and return/accounting:** [DEPOSIT CUSTODY PAYMENT DUE DATE PERMITTED]

This lease does not acknowledge receipt of the deposit or any rent. Maintain actual payment records. No charge or deduction may override a mandatory legal limit or accounting duty.

4. Expenses and accounting

Structure: Negotiated expense allocation described below. **Tenant share of shared expenses:** 0%.

Property taxes and assessments: [PROPERTY TAXES AND ASSESSMENTS INCLUDED ITEMS]

Building insurance costs: [BUILDING INSURANCE PREMIUMS COVERED COSTS EXCLUSIONS]

Maintenance, operating costs, capital costs and exclusions: [MAINTENANCE AND OPERATING EXPENSES SCOPE EXCLUSIONS]

Billing, reconciliation, records, audit, objections and settlement: [ESTIMATE BILLING ANNUAL RECONCILIATION RECORDS AUDIT]

Utilities, metering, rates, services and outages: [UTILITIES METERING BILLING BASIS SERVICE LIMITS]

The term “triple net” alone does not make every property cost payable by Tenant. Costs must fall within the expressly agreed categories and allocation, without duplicate recovery. Gross or negotiated

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arrangements are governed by their stated included and excluded costs. An estimate does not replace the agreed reconciliation and documentation.

5. Condition, repairs and improvements

Existing condition, known defects, reports and required disclosures: [EXISTING CONDITION ACTUAL DISCLOSURES AND KNOWN]

Landlord and tenant repairs, systems and response process: [LANDLORD AND TENANT REPAIR DUTIES STRUCTURAL]

Alterations, allowance, approvals, liens, ownership and removal: [IMPROVEMENTS APPROVALS ALLOWANCE LIEN HANDLING OWNERSHIP]

Zoning, occupancy, accessibility, environmental and operational approvals: [ZONING OCCUPANCY ACCESSIBILITY ENVIRONMENTAL AND OPERATIONAL]

The parties must obtain and maintain approvals applicable to their responsibilities and actual operations. No statement here certifies absence of contamination, suitability for an unapproved use or completion of work not actually documented. Required disclosure documents must be supplied in their complete form at the legally required time.

6. Insurance, entry and operations

Insurance types, limits, endorsements, evidence and responsibility: [AGREED INSURANCE TYPES LIMITS ENDORSEMENTS EVIDENCE]

Landlord entry, notice, emergency access and confidentiality: [LANDLORD ACCESS NOTICE EMERGENCIES AND CONFIDENTIALITY]

Specialized occupancy and operating terms

Intended occupancy structure: unknown. **Actual rights, areas, access and services:** [ACTUAL EXCLUSIVE SHARED AREAS ACCESS HOURS]

Applicable classification rules, facts and review: [APPLICABLE OCCUPANCY AND WORKER STATUS RULES]

The parties' labels do not determine whether their actual arrangement is a lease, license, employment relationship or independent business relationship. Mandatory protections apply according to the facts and applicable law. No clause authorizes a lockout, property seizure or termination without the process legally required for the actual arrangement. **Food activities, permit holders, regulator and adopted rules:** [ACTUAL FOOD ACTIVITIES RESPONSIBLE PERMIT HOLDERS]

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Sanitation, training, equipment, traceability and recall duties: [TRAINING SANITATION EQUIPMENT FIRE SYSTEM INSPECTIONS]

Operating hours, capacity, shared facilities and food handling: [APPROVED OPERATING HOURS RESERVED TIME CAPACITY]

The FDA Food Code is a model for adoption by the responsible jurisdiction, not an automatically binding nationwide operating code. Identify the adopted edition, amendments and actual permit conditions. Required training, certified-manager coverage, inspection frequency, fire suppression and cleaning depend on the applicable authority, equipment and operations. No universal ServSafe requirement, letter grade or inspection interval is imposed by this form.

Federal additional food-traceability requirements are in 21 C.F.R. Part 1, Subpart S, subject to their actual coverage and exemptions. Part 121 addresses intentional adulteration and is a separate rule. Identify applicable foods, activities, records and deadlines; allocating responsibility in this agreement does not excuse a regulated party's own duty. Handle unsafe or unclaimed food through applicable health requirements and the actual agreed process, with records and notice where required; no blanket immunity for disposal is granted.

7. Transfers, casualty and condemnation

Assignment, subletting, consent and continuing liability: [ASSIGNMENT SUBLETTING CONSENT PERMITTED TRANSFERS AND]

Casualty, condemnation, restoration, rent relief and termination: [CASUALTY CONDEMNATION REPAIR DEADLINES RENT RELIEF]

No blanket consent to a transfer or waiver of statutory rights follows from these headings. Any necessary third-party approval must be obtained separately.

8. Defaults, surrender and risk allocation

Defaults, notices, cure and remedies: [DEFAULTS REQUIRED NOTICES CURE PERIODS AND]

Surrender, removal, condition and holdover: [END OF TERM SURRENDER PROPERTY REMOVAL]

Indemnity and agreed risk allocation: [INDEMNITY AND AGREED RISK ALLOCATION]

Remedies must comply with mandatory notice, possession and mitigation rules. No automatic self-help eviction, blanket acceleration, jury waiver, consequential-damage waiver or waiver of subrogation is added by this form. Bankruptcy-related enforcement remains subject to 11 U.S.C. §365(e), the automatic

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stay, applicable exceptions and court orders; insolvency or a bankruptcy filing is not an automatic termination right under this document.

9. Lenders, estoppel and separate guaranty

Mortgage priority, non-disturbance and attornment: [MORTGAGE PRIORITY NON DISTURBANCE AND ATTORNMENT]

Estoppel request, form, deadline, recipients and qualifications: [ESTOPPEL REQUEST FORM DEADLINE RECIPIENTS AND]

An estoppel must reflect actual reviewed facts and identified exceptions. This lease does not automatically certify no defaults, no claims or no amendments. No lender is bound by a non-disturbance promise it has not actually made.

Separate guaranty status and required execution: [GUARANTY STATUS ACTUAL SEPARATE INSTRUMENT AND]. This lease does not itself create or extend that guaranty; the actual separate instrument must identify the guarantor, scope, terms and execution.

10. Notices, disputes and mandatory law

Notice recipients, delivery and timing: [NOTICE RECIPIENTS PERMITTED DELIVERY METHODS AND]

Governing law, competent forum, dispute process and fee terms: [GOVERNING LAW COMPETENT FORUM DISPUTE PROCESS]

A contractual allocation operates between the parties and does not remove their duties to protected third parties. For a covered public accommodation, both covered landlord and tenant retain their ADA Title III obligations notwithstanding a lease allocation, including under 28 C.F.R. §36.201(b). California Health and Safety Code §25359.7 may require the owner's written hazardous-substance notice before a nonresidential lease or rental. **Actual knowledge, limitations, required notice and delivery:** [CALIFORNIA ACTUAL HAZARDOUS SUBSTANCE KNOWLEDGE AND]. This clause is not a clean-property certification or a substitute for the full notice.

11. Attachments, review and execution

Actual attachments and delivery: [COMPLETE EXHIBIT DISCLOSURE AND SEPARATE AGREEMENT]

Property-specific requirements, formalities and unresolved issues: [PROPERTY SPECIFIC STATE LOCAL REQUIREMENTS FORMALITIES]

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Signature authority, witnessing/notarial requirements and delivery arrangements: [SIGNATURE AUTHORITY REQUIRED WITNESSING NOTARIAL ACTS]

Read the complete agreement and identified exhibits together. Resolve inconsistencies and missing terms before signing. Changes require an actual written agreement signed by the necessary parties. Do not treat the software's review questions as an independent legal opinion or verification of a fact. **No signature fields are included while the terms, legal requirements, delivery, transaction type or guaranty status remain unresolved.**

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