[DATE]

[REQUESTOR’S NAME]

[COMPANY]

***Executive Summary:*** *Briefly introduce your company and provide a general overview of your business, including your industry, size, and any unique needs or requirements you have for your commercial space. Below is an example, be sure to customize to your needs and values.*

*[Include visuals of your business and/or logo]*

**Executive Summary**

[COMPANY NAME] is a [INDUSTRY] company headquartered in the [AREA TYPE ex. downtown] of [CITY]. Founded in [YEAR], [COMPANY NAME] has quickly grown to become a leading provider of [PRODUCT/SERVICE] for the [INDUSTRY], with over [NUMBER OF EMPLOYEES] employees worldwide. Our mission is to [MISSION STATEMENT].

[COMPANY NAME]’s primary business activities include [BUSINESS ACTIVITIES/PRODUCTS/SERVICES]. Our company culture is focused on [PLACE CULTURAL VALUES HERE]. As a rapidly growing company, we are looking for a new [OFFICE, RETAIL, RESTAURANT] space to accommodate our expanding team and support our continued growth.

In addition to our core business activities, [COMPANY NAME] is committed to [ADD PURPOSE/CORE VALUES ex. sustainability and reducing our environmental impact. We prioritize eco-friendly practices in our operations, and we are looking for a commercial space that shares our values and commitment to sustainability.]

We are seeking a commercial lease in the [AREA] of [CITY] that will provide ample space for our growing team, as well as convenient access to [DESIRED AMENITIES]. We are looking for a landlord who shares our values and is willing to work collaboratively with us to create a mutually beneficial lease agreement.

Dear [NAME],

On behalf of [COMPANY NAME] http://www.companyname.com I would like to present the following RFP with the terms set forth below:

| **BUILDING:**   | [BUILDING ADDRESS CITY, STATE, ZIP, UNIT #] |
| --- | --- |
| **USE OF PREMISES/ PERMITTED USE** | *State your intended use of the premises such as retail, office, or industrial use to ensure the landlord approves, and request if there are any restrictions. You may also want to request additional provisions that clarify restrictions on the type of activities that can be conducted, hours of operation, or limitations on the number of customers or employees for the space.*The tenant requires the use of the premises for the following purpose: [*Insert your intended use, such as retail, office, or industrial use*]. The tenant shall comply with all applicable laws, regulations, and ordinances related to the specified use of the premises. Please state any restrictions on the type of activities that can be conducted, hours of operation and other restrictions around personnel or customer limits. |
| **PREMISES/RSF:**  | The tenant is looking to lease suite XXX with approximately X rentable square feet.  |
| **LEASE COMMENCEMENT** | *The lease commencement is the official start of your lease term; clearly request the commencement date.* **Commencement Date**: The tenant aims to begin lease term on [DATE]**Delivery Date:** *This is the date on which you would expect to take possession of the premises.*The tenant expects to take possession of the premises on [DATE]. Should there be any delay of delivery of the premises, [*state expected consequences/obligations by the landlord].***Early Occupancy:** *If you expect to occupy prior to lease commencement date, state that here* The tenant expects to access the premises for up to X days before the lease commencement date to prepare the space for occupancy, which may include tasks such as setting up phone and internet services, installing furniture, and other necessary preparations. It is important to note that this access will not trigger the lease commencement and will only occur once the tenant has obtained its Certificate of Occupancy or the substantial completion of space improvements by a specific date. |
| **LEASE TERM/ LEASE TYPE:**  | *Indicate whether you are looking for a set period such as 5 years or if you are looking to lease month-to-month/year-to-year.* Please respond with a X year initial lease term. |
| **RENT OBLIGATIONS** | *Rent obligations state your financial responsibilities as a tenant. Request an outline of your monthly rent, when it’s due, is there a free rent period, and any other payment terms such as prorated rent, late fees, or penalties.* *State the max base rental rate you are willing to pay. This could be a specified dollar amount or a range. If you are open to negotiating, indicate any incentives that would make the space more appealing, such as rent abatement or a reduced security deposit.* Please propose a base rental rate structure for the term of the lease. Also state when rent is due, what late fees/penalties are associated if payment is not on time. |
| **FREE RENT/ RENT COMMENCEMENT**  | *Request if there is a free rent period and the start of the lease term. The rent commencement can be tied to specific conditions, such as the completion of certain renovations or improvements to the leased space, the date of the lease signing, or the date the tenant moves in. The rent commencement date marks the beginning of the lease term and is an important milestone for both the landlord and the tenant.* Provide any free rent period or similar concessions. We request that the Rent Commencement Date be specified in the lease agreement and tied to the completion of any necessary renovations or improvements to the leased space. We propose that the rent commencement date be set as [DATE], subject to the satisfactory completion of any outstanding work. We also request that the first month's rent be prorated if the rent commencement date falls on a date other than the first day of the month. |
| **OPERATING EXPENSES:** | *This should request operating expenses such as maintenance, repair, insurance, and common area expenses.* Please define what operating expenses are included in the lease agreement. The tenant will need information on the building's operating expenses for the past three years, along with an estimate of the expenses for [YEAR OF LEASE]. State what maintenance and repairs the tenant is responsible for and what the landlord is responsible for. Please state what types of insurance is required, liability of limits, and who should be responsible for any damages/injuries. Our share of operating expenses should not be subject to upward adjustments for any reason during the lease term, and the tenant is requesting audit rights to verify these expenses. The tenant also requests that controllable operating expenses do not increase by more than X% per year on a non-cumulative basis, during the lease term and any extensions. |
| **REAL ESTATE TAXES** | *This should request information on the current tax rate for the property and how it should be calculated. This section may also include information about any potential tax increases and how they will be handled during the lease term. Additionally, any applicable tax exemptions or abatements should be noted.*Real estate taxes should be clearly stated in the lease agreement and should be allocated based on the respective square footage of the leased space. Please provide any information regarding tax exemptions or abatements that would benefit us. Our share of real estate taxes should not be subject to upward adjustments for any reason during the lease term.  |
| **UTILITIES** | *Include details which utilities the tenant will be responsible for paying and which utilities the landlord is responsible for paying. You may request any requirements or expectations for utility usage, such as energy-efficient appliances/lighting.*We request a clear breakdown of which utilities the tenant will be responsible for paying, including but not limited to electricity, gas, and water. We also request that any energy-efficient appliances or lighting fixtures be installed in the leased space to help reduce utility costs. |
| **HVAC** | Please define the building hours of operation, any costs associated with after-hours HVAC usage, the manner in which the tenant activates after-hours HVAC.The tenant requests that the HVAC system is regularly maintained and serviced to ensure optimal performance and efficiency. The tenant requests that the temperature of the space is either customizable or at least XX degrees during XX hours in order to maintain a comfortable operational space.  |
| **TENANT IMPROVEMENT ALLOWANCE** | *Tenant Allowance, also known as a leasehold improvement allowance, is a budget provided by the landlord to cover the cost of improving or customizing the lease space to meet your specific needs. This could be a set amount per rentable square foot, or it can be a set sum.* *Request what amount of money will be provided for space updates (such as construction, renovation, and installation of fixtures or equipment). Ask what are the limitations or conditions of use of the funds. If you have a specified timeline for the completion of the work, indicate that here as well.* Kindly suggest a tenant improvement allowance along with an extra provision to cover expenses related to architectural, engineering, and space planning. Additionally, the tenant may utilize this allowance to cover expenses such as consultants, legal fees, moving expenses, equipment, fixtures, furniture, and/or signage. If the tenant chooses to use an amount lesser than the provided tenant allowance, the tenant is entitled to convert the remaining portion into credit against the initial rents payable under the lease.  |
| **DELIVERY OF CONDITION & SPACE** | *This typically refers to the condition of the space at the time the tenant takes occupancy, and outlines the condition that the landlord is required to deliver the space in. Here are some key items that should be included in this section:** **Cleanliness**: The space must be deep cleaned prior to delivery.
* **Repairs**: The landlord is responsible for fixing all broken windows and damaged walls prior to delivery.
* **Compliance:** The space must be delivered in compliance with all applicable laws, building codes and regulations.
* **Utilities:** All utilities, such as electricity, gas, and water, should be operational and functioning properly.
* **Maintenance:** The landlord should provide assurance that the space is free from any major maintenance issues that would hinder the tenant's ability to operate their business.
* **Inspection and Acceptance:** The tenant should be allowed to inspect the space before accepting delivery and occupancy.
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| **CONSTRUCTION OF TENANT IMPROVEMENTS:**  | *State whether you would like to use your own contractor or request if there are limitations on construction/contractor selection. State what your requirements will be during the construction period.* The tenant has the option to either utilize the landlord's contractor or select their own general contractor, provided that the landlord approves the choice reasonably and without unnecessary delay. It is important to note that the landlord will not receive any fees for profit, overhead, general conditions, or supervision. Additionally, the tenant, their contractors, and sub-contractors will have access to the necessary portions of the premises and all vertical transportation systems in the building, with sufficient and uninterrupted power supplied to the premises. Finally, there will be no cost incurred for the use of the freight elevator during the construction and move-in phases. |
| **ALTERATIONS & IMPROVEMENTS** | *This outlines the rights and responsibilities of the tenant and landlord with respect to making alterations or improvements to the space.* * ***Tenant's Right to Make Alterations****: The lease should specify whether the tenant has the right to make alterations or improvements to the space. The tenant may specify the types of alterations they are seeking to make, such as adding walls, installing fixtures, etc.*
* ***Landlord's Approval:*** *Describe the approval process you would like the landlord to follow for tenant alterations, including any forms or documentation.*
* ***Work Standards:*** *Specify the work standards the tenant will adhere to when making alterations or improvements to the space. This may include requirements for obtaining necessary permits, hiring licensed professionals, and complying with building codes and regulations.*
* ***Responsibility for Costs:*** *The tenant may propose they will pay for the cost of the alterations, or request that the landlord contribute to or fully fund the cost of the alterations.*
* ***Restoration and Removal:*** *The section should outline the tenant's obligations to restore the space to its original condition at the end of the lease term or to remove any alterations or improvements made during the tenancy.*
* ***Indemnification and Liability:*** *The tenant should request what their obligations are to restore the space to its original condition at the end of the lease term or to remove any alterations or improvements made during the tenancy. The tenant may propose that they will restore the space at their own expense or request that the landlord participate in the restoration process.*
* ***Limitations****: The tenant should request any limitations on the types of alterations or improvements that are permitted, such as limitations on structural changes or changes that affect the exterior of the building.*
* **Tenant's Right to Make Alterations:** The Tenant shall have the right to make alterations or improvements to the space, provided that such alterations or improvements are approved in writing by the Landlord prior to commencement of any work. The Tenant proposes to make the following alterations: [insert list of proposed alterations or improvements].
* **Landlord's Approval:** The Landlord shall have the right to approve or disapprove any proposed alterations or improvements. The Tenant shall submit detailed plans and specifications to the Landlord for approval, and shall obtain any necessary permits or approvals prior to commencing any work.
* **Work Standards:** The Tenant shall ensure that all work performed in connection with the alterations or improvements is performed in a good and workmanlike manner, and in compliance with all applicable building codes and regulations. The Tenant shall hire licensed professionals as required by law, and shall obtain any specialized permits required for the work.
* **Responsibility for Costs:** The Tenant shall be responsible for the cost of all alterations or improvements made to the space, including any associated fees or expenses. The Landlord shall not be responsible for any costs incurred by the Tenant in connection with the alterations or improvements.
* **Restoration and Removal:** At the end of the lease term or upon termination of the lease, the Tenant shall be responsible for restoring the space to its original condition, or removing any alterations or improvements made during the tenancy, as determined by the Landlord. The Tenant shall be responsible for all costs associated with restoration or removal.
* **Indemnification and Liability:** The Tenant shall indemnify and hold harmless the Landlord against any claims, damages, or losses arising from the alterations or improvements made to the space, including any claims made by third parties.
* **Limitations:** The Tenant acknowledges that certain alterations or improvements may be prohibited by the lease agreement, and that the Tenant shall comply with any such restrictions. The Tenant shall not make any alterations or improvements to the space that would alter the exterior of the building or impact the structural integrity of the building.
 |
| **PARKING** | Please inform how many open and designated parking spaces are available and in what location, if there are handicap accessible parking spaces, and the cost of parking if not included in the lease. |
| **SUBLEASE & ASSIGNMENT** | *If you would like the option to* ***sublease****, you can add that section here. If the landlord requires the right to approve any sublease or assignment, that should be included here as well.* The tenant may sublet the premises or a portion thereof to a third party with prior written consent from the Landlord. The tenant will remain responsible for all obligations under the Lease, and must notify the Landlord of any proposed subletting. The landlord may withhold consent and condition its approval on reasonable terms.  |
| **RESTORATION** |  |
| **RENEWAL OPTIONS** | *For* ***renewal****, you should negotiate for the fair market value of rent or a predetermined rent for the renewal period.You can potentially negotiate for a reduced or waived security deposit for renewal if you have a good payment history.* The tenant shall have X (X) options to renew its lease for an additional term of X (X) years. The tenant shall give Landlord X (X) months prior written notice of its intention to exercise its option. Such renewal options will be at X% of fair market rates.  |
| **RIGHT OF FIRST OPTION** | *A right of first option is a clause in a commercial lease that gives the tenant the first opportunity to lease a specific property or space within the same building before it is offered to other potential tenants. In other words, if the landlord decides to sell or lease the property to another party, the tenant with the right of first option has the right to match the offer or negotiate for better terms.*The tenant will have a continuous right of first option for any adjacent space in the building. If the tenant chooses to exercise this option within X (X) months of the Commencement Date, the terms and conditions of the lease will apply, including a tenant improvement allowance, free rent period, and any other concessions that are included in the lease agreement. If the tenant fails to exercise the right of first option within the specified time period, the landlord shall be free to lease the additional space to any other party on terms and conditions no more favorable than those offered to us.  |
| **OTHER CRITICAL LEASE CLAUSES** | *Request any additional critical lease clauses such as a Force Majeure Clause.* *If you require a force majeure clause that will excuse your obligation to pay rent or perform other lease obligations in the event of any catastrophic event (natural disasters, pandemics, government-ordered closures) request the landlord to state when and how it can be invoked and ensure it does not limit your ability to seek other legal remedies if necessary.* |
| **BUILDING PREMISES / ACCESS** | *This section may include details about building security and access to loading docks or other amenities. It may also outline any restrictions on the tenant's use of the property or common areas.*The tenant requests that the leased space include access to the following building amenities: [list of amenities]. We also request that the building provide 24-hour security and access to loading docks for receiving and sending packages. Please provide any restrictions on the tenant's use of the property or common areas.  |
| **PERSONAL GUARANTEE** | *A Personal guarantee is a promise by an individual to pay rent or other obligations if the tenant fails to do so. This section should describe the terms of any personal guarantee required by the landlord, including the duration and scope of the guarantee*. If the tenant is unable to fulfill our financial obligations at any time, [GUARANTOR’S NAME] personally guarantees to pay the full amount of rent and any other charges due under the terms of the lease. This personal guarantee shall remain in effect for the entire term of the lease and any extensions or renewals thereof. In the event of a default by [COMPANY NAME] under the terms of the lease, the landlord may immediately enforce this personal guarantee without notice or demand.  |
| **AMENDMENTS, TERMINATION & RENEWAL**  | *The termination, amendments, renewal clause should outline the circumstances under which the lease can be terminated, amended, and renewed.* *If the landlord fails to meet their obligations under the lease, such as not maintaining the property, you may have the right to* ***terminate*** *the lease. You may want to negotiate the ability to terminate the lease if there are unforeseen circumstances, such as natural disasters or circumstance changes in your business.* Should the landlord fail to meet their obligations under the lease, such as not maintaining the property, the tenant has the right to terminate the lease.  |
| **SECURITY DEPOSIT** | *This is a sum of money paid to the landlord at the beginning of the lease term. This is to provide the landlord with a form of financial protection in case the tenant violates the terms of the lease agreement or causes damage to the property. This is held by the landlord in a separate account and returned by the end of the lease term if all terms of the lease agreement have been met. If any of the terms have been violated or damage caused, the landlord may use the deposit to cover the cost of repairing the damage or unpaid rent.* *You can add in clauses to protect your interest such as timeframe for returning the security deposit, or require the landlord provide an itemized list of any deductions of the security deposit.* The tenant can provide a security deposit in the amount of X month’s rent. The security deposit shall be returned to us within X weeks of the end of the lease term, provided that the tenant has met all of the terms of the lease agreement. The tenant may request that any portion of the security deposit that is not applied to unpaid rent or damages be returned upon the termination of this lease. Should any deductions be made from the security deposit, the landlord must provide an itemized list of such deductions. |
| **BROKERAGE** | The landlord shall recognize [BROKERAGE COMPANY] as our exclusive broker and shall pay [BROKERAGE COMPANY] a market fee in accordance with a separate agreement. |

**Neither party shall be legally bound nor financially obligated until such time as a lease document is executed and exchanged by and between both parties.**

We appreciate your promptness and thoroughness in assembling the information requested in the Request for Proposal. We

would appreciate a response by DATE at TIME. Please call me with any questions you may have.

**TITLE**

NAME