



## OFFER TO LEASE - 901

Developed by your **Saskatchewan REALTORS® Association**

*This contract is to be used only for properties of commercial nature, including farms, hotels, businesses, etc.*

Tenant's Brokerage \_\_\_\_\_

Brokerage Address \_\_\_\_\_

Salesperson \_\_\_\_\_

Phone number \_\_\_\_\_

I/We \_\_\_\_\_

(Names of **Tenants**: herein called **Tenant**)

(Address)

(Postal Code)

(Phone)

(Names of **Tenants**: herein called **Tenant**)

(Address)

(Postal Code)

(Phone)

**HEREBY OFFER TO LEASE** from

(Names of **Landlords**: herein called **Landlord**)

(Address)

(Postal Code)

(Phone)

(Names of **Landlords**: herein called **Landlord**)

(Address)

(Postal Code)

(Phone)

**Through**

Landlord's Brokerage \_\_\_\_\_

Brokerage Address \_\_\_\_\_

Salesperson \_\_\_\_\_

Phone number \_\_\_\_\_

the following described property: \_\_\_\_\_

(Legal land description or description of commercial rental unit)

having the following Address: \_\_\_\_\_ City or R.M. \_\_\_\_\_, in  
the Province of Saskatchewan, on the following terms:

### 1) **THE TRANSACTION:**

- a) The Landlord to provide a commercial rental unit at the above-described property containing approximately (herein called the "Premises"): \_\_\_\_\_
- b) The term of the Lease shall be for a period of \_\_\_\_\_ commencing on mm \_\_\_\_\_  
dd \_\_\_\_\_ yyyy \_\_\_\_\_.
- c) The rental shall be payable in equal monthly instalments in advance plus applicable taxes, to be calculated as follows (herein called the "Base Rent"):  
  
d) The Tenant shall deliver to the Tenant's Brokerage, within \_\_\_\_ business days of final acceptance of this Offer to Lease by both parties, a deposit in the sum of \$ \_\_\_\_\_ to be held in trust (herein called the "Deposit").
  - i) Pending execution of the Lease, to be drafted in accordance with paragraph 3(a) below, the Deposit is to be credited towards the first month's Base Rent plus applicable taxes and the Landlord's security deposit.
  - ii) If this offer is accepted and the conditions in paragraph 4 below have not been satisfied or waived in writing by the date set forth in paragraph 4 below OR the Lease, to be drafted in accordance with paragraph 3(a) below, is not executed by both the Tenant and Landlord, the entire deposit and any other monies paid by the Tenant shall be forthwith returned to the Tenant.

### 2) **THE TENANT HEREBY AGREES:**

- a) The Tenant agrees to use the Premises solely for the purpose of \_\_\_\_\_ and for no other purpose whatsoever.
- b) The Tenant shall not be entitled to sublet the Premises or assign the Tenant's interest in the Lease in whole or in part without the landlord's prior written consent, which shall not be unreasonably or arbitrarily withheld.
- c) The Tenant agrees not to affix or have exposed any signs on any portion of the Premises without first obtaining the permission of the Landlord.
- d) The Tenant shall be allowed to remove the following Tenant's fixtures at the termination of his occupancy of the Premises:

- e) The Tenant shall have the option to renew the Lease for a further period of \_\_\_\_\_ on the same terms and conditions. excepting as to renewal. and excepting as to Base Rent which shall be:
- f) The Tenant shall pay:
- i) All business and other similar taxes imposed on the Premises in relation to the Tenant's business carried on therein;
  - ii) The cost of installing, maintaining, and operating the Tenant's telephone and internet system;
  - iii)

**3) THE LANDLORD HEREBY AGREES:**

- a) The Lease shall be prepared by the Landlord at his sole cost and expense on/before \_\_\_\_\_ and shall contain provisions which are commonly included in a commercial Lease. The Lease will be subject to such negotiated changes and modifications as may be agreed upon by the Tenant and the Landlord, each acting reasonably and in a timely manner. The Tenant shall execute said Lease and return the Lease to the Landlord on/before \_\_\_\_\_.
- b) The Landlord agrees to the following additional terms (if none, state "NONE"):
- i)
  - ii)

**4) CONDITIONS:**

- a) This offer is made subject to the following conditions:
- i)
  - ii)

**5) OFFER:**

- a) This offer shall be open for acceptance by the Landlord up to \_\_\_\_\_, mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy \_\_\_\_\_
- Dated at \_\_\_\_\_, mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy \_\_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TENANT

**6) ACCEPTANCE:**

**THE LANDLORD HEREBY ACCEPTS** the above offer together with all conditions contained therein and covenant to carry out the lease on the terms and conditions above mentioned.

I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Landlord's Brokerage pursuant to the listing agreement with respect to the property. **I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR**, as indicated by me/us below, or any other Solicitor acting on my/our behalf in this lease, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the lease when releasable and this shall be and constitute my/our full and sufficient authority for so doing. Upon the date set for occupancy or upon signing of the lease, whichever occurs first, said commission is then due and payable and may be deducted from the deposit, any remaining balance to be paid to the agent forthwith.

Dated at \_\_\_\_\_, mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy \_\_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Tenant's Solicitor

\_\_\_\_\_  
Landlord's Solicitor