



**OFFER TO LEASE**

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

**NOTE:** This form is used by a leasing agent or prospective tenant when negotiating a rental or lease agreement for commercial space, to make an offer on terms sufficiently complete to form a binding agreement on acceptance by the landlord.

**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 map of the premises
- Lease agreement [See **RPI** Form 550]
- Standard Option to Purchase [See **RPI** Form 161]
- Credit Application [See **RPI** Form 302]
- Tenant's financial statements [See **RPI** Form 209-2 and 209-3]
- Option to Renew/Extend [See **RPI** Form 565]
- Right of First Refusal to Buy [See **RPI** 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 is to 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 their proportionate share of the total space leased on the premises, or \_\_\_\_\_%. The CAMs charge will 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 will 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 **RPI** 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) [See RPI Form 579-1] \_\_\_\_\_
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 RPI 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 will 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 RPI Form 305]
20. \_\_\_\_\_

Landlord's Broker: \_\_\_\_\_  
 Broker's CalBRE Identification #: \_\_\_\_\_  
 Agent's Name: \_\_\_\_\_  
 Agent's CalBRE Identification #: \_\_\_\_\_

Tenant's Broker: \_\_\_\_\_  
 Broker's CalBRE Identification #: \_\_\_\_\_  
 Agent's Name: \_\_\_\_\_  
 Agent's CalBRE Identification #: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Is the agent of:  Landlord exclusively.  
 Both Landlord and Tenant.

Signature: \_\_\_\_\_  
 Is the agent of:  Tenant exclusively.  
 Both Landlord and Tenant.

Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**I agree to the terms stated above.**  
 See Signature Page Addendum. [RPI Form 251]  
 Date: \_\_\_\_\_, 20\_\_\_\_\_  
 Landlord: \_\_\_\_\_  
 Agent: \_\_\_\_\_  
 Agent's CalBRE #: \_\_\_\_\_

**I agree to the terms stated above.**  
 See Signature Page Addendum. [RPI Form 251]  
 Date: \_\_\_\_\_, 20\_\_\_\_\_  
 Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_