



## OFFER TO LEASE

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

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

**NOTE:** This form is used by a tenant agent when preparing an offer for their tenant-client to acquire a leasehold interest in commercial space.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

*Items left blank or unchecked are not applicable.*

1. Received from \_\_\_\_\_, as the Tenant,  
the sum of \$ \_\_\_\_\_, evidenced by ☐ check, or ☐ \_\_\_\_\_,  
payable to \_\_\_\_\_ for deposit only on acceptance of this offer.
- 1.1 Deposit is applied to Tenant's obligations under a lease agreement for occupancy of premises  
1.2 situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, California,  
1.3 referred to as \_\_\_\_\_.
- 1.4 The following checked addenda are part of this offer to lease:
- |   |  |
|---|--|
| <input type="checkbox"/> Plat map of the premises                     | <input type="checkbox"/> Tenant's financial statements [See <b>RPI</b> Form 209-2 and 209-3] |
| <input type="checkbox"/> Lease agreement [See <b>RPI</b> Form 550]    | <input type="checkbox"/> Option to Renew/Extend [See <b>RPI</b> Form 565]                    |
| <input type="checkbox"/> Credit Application [See <b>RPI</b> Form 302] | <input type="checkbox"/> Right of First Refusal to Buy [See <b>RPI</b> Form 579]             |
| <input type="checkbox"/> _____  | <input type="checkbox"/> Standard Option to Purchase [See <b>RPI</b> Form 161]               |
- 1.5 This offer comprises this \_\_\_\_\_-page form and \_\_\_\_\_ pages of addenda/attachments. [See **RPI** Form 550-1]

**TERMS: Tenant to lease the premises as follows:**

2. The commencement date of the lease is \_\_\_\_\_, 20\_\_\_\_\_, and continue ☐ until the expiration date of \_\_\_\_\_, 20\_\_\_\_\_, or ☐ as a month-to-month tenancy.
3. The monthly rent is payable in advance as follows:
- 3.1 ☐ Monthly rent fixed at \$ \_\_\_\_\_ until expiration of the lease.
- 3.2 ☐ Monthly rent adjusted from a monthly base rent for the first year of \$ \_\_\_\_\_.  
On each anniversary date of the lease, the monthly base rent is adjusted, upward only, based on the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U) for:
- |   |                                    |                                |
|---|------------------------------------|--------------------------------|
| <input type="checkbox"/> Los Angeles-Anaheim-Riverside  | <input type="checkbox"/> San Diego | <input type="checkbox"/> _____ |
| <input type="checkbox"/> San Francisco-San Jose-Oakland | <input type="checkbox"/> National  |                                |
- a. The upward adjustment for any one year is capped at a \_\_\_\_\_% annual increase.
- 3.3 ☐ Monthly rent is 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 \$ \_\_\_\_\_
- 3.4 ☐ Rent is 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.
- 3.5 ☐ Monthly base rent is adjusted upward to current market rental value every \_\_\_\_ years.
- 3.6 Holdover rent is \$ \_\_\_\_\_ daily.
4. The utility expenses for the space leased are paid as follows:  
Tenant to pay \_\_\_\_\_  
Landlord to pay \_\_\_\_\_
5. ☐ Common Area Maintenance (CAMs) costs for maintaining and operating of the common areas are paid by Tenant based on their proportionate share of the premises leased in the project, or \_\_\_\_\_. The CAMs charge is assessed ☐ monthly, or ☐ quarterly, and payable within 10 days. The CAM charge is not to exceed ☐ \_\_\_\_\_% of the rent, ☐ \_\_\_\_\_ cents per square foot monthly, or \_\_\_\_\_.
6. Real estate taxes and assessments on the real estate are paid by ☐ Landlord, or ☐ Tenant.
- 6.1 Taxes and assessments paid by Tenant are capped at a \_\_\_\_\_% annual increase.
7. A security deposit of \$ \_\_\_\_\_ to secure the performance under Tenant's lease is paid on entering into the lease agreement.
8. ☐ Tenant is granted the option to renew or extend the lease as set forth in the attached option to renew/extend. [See **RPI** Form 565]
9. Tenant may assign, sublet or encumber the leasehold interest subject to Landlord's consent.

10. Tenant's intended use of the premises includes \_\_\_\_\_.
11. Landlord to make improvements prior to the time Tenant is to take possession as follows \_\_\_\_\_.
12. Tenant to make improvements as follows \_\_\_\_\_.
13. Landlord to deliver to Tenant any building plans, blueprints or property documents in Landlord's possession upon Tenant's request for additional improvements made by Tenant or any government demands made on Tenant for their use of the Premises.
14. 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] \_\_\_\_\_.
15. Tenant to maintain insurance on the premises to cover any casualty loss in the amount of \$\_\_\_\_\_.
16. Landlord and Tenant to sign a lease prepared by ☐ Tenant, or ☐ Landlord, on a form entitled \_\_\_\_\_ published by \_\_\_\_\_.
17. Landlord to pay Tenant Broker a fee in the amount of ☐ see attached fee schedule [See **RPI** Form 552-9], or ☐ \_\_\_\_\_.
- 17.1 The party wrongfully preventing a transfer of possession to pay the Tenant Broker fee.
18. This offer is deemed revoked unless accepted in writing and personally delivered or emailed to Tenant or Tenant's Broker on or before \_\_\_\_\_, 20\_\_\_\_.
19. 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.
20. Tenant acknowledges receipt of the Agency Law Disclosure. [See **RPI** Form 305]
21. \_\_\_\_\_

**I agree to occupy on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Tenant: \_\_\_\_\_

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

Tenant: \_\_\_\_\_

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

Tenant's Broker: \_\_\_\_\_

Broker's DRE #: \_\_\_\_\_

is the broker for: ☐ Tenant  
☐ both Tenant and Landlord (dual agent)

Tenant's Agent: \_\_\_\_\_

Agent's DRE #: \_\_\_\_\_

is ☐ Tenant's agent (salesperson or broker-associate)  
☐ both Tenant's and Landlord's agent (dual agent)

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to the terms stated above.**

☐ See Signature Page Addendum. [**RPI** Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Tenant: \_\_\_\_\_

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

Tenant: \_\_\_\_\_

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

**I agree to let on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Landlord: \_\_\_\_\_

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

Landord's Broker: \_\_\_\_\_

Broker's DRE #: \_\_\_\_\_

is the broker for: ☐ Landord  
☐ both Tenant and Landlord (dual agent)

Landord's Agent: \_\_\_\_\_

Agent's DRE #: \_\_\_\_\_

is ☐ Landord's agent (salesperson or broker-associate)  
☐ both Tenant's and Landlord's agent (dual agent)

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to the terms stated above.**

☐ See Signature Page Addendum. [**RPI** Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Landlord: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent's DRE #: \_\_\_\_\_

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

## **FEE SCHEDULE FOR TENANT BROKER**

On Tenant's Current and Future Acquisition of an Interest in the Property

**NOTE:** This form is an addendum used by a tenant broker when preparing a letter of intent (LOI), offer to lease or rental or lease agreement, to set the current and future fees due the tenant broker when earned.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.  
*Items left blank or unchecked are not applicable.*

### **FACTS:**

1. This is an addendum to the following:

- ☐ Lease Agreement [See **RPI** Form 550 or 552 series]      ☐ Rental Agreement [See **RPI** Form 551]  
☐ Offer to Lease [See **RPI** Form 556]      ☐ Letter of Intent [See **RPI** Form 556-1]

- 1.1 dated \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California,  
1.2 entered into between \_\_\_\_\_, as the Landlord,  
1.3 and \_\_\_\_\_, as the Tenant,  
1.4 regarding real estate referred to as \_\_\_\_\_.

### **AGREEMENT:**

2. Fees payable by Landlord to Tenant Broker are due on Landlord conveyance to Tenant of a leasehold interest in the real estate in the following amounts:

2.1 For leaseholds with a term of five years or less:

- a. \_\_\_\_\_% of the total rent for the first year;  
b. \_\_\_\_\_% of the total rent for the second year;  
c. \_\_\_\_\_% of the total rent for the third year;  
d. \_\_\_\_\_% of the total rent for the fourth year; and  
e. \_\_\_\_\_% of the total rent for the fifth year.

2.2 For leaseholds with a term of more than five years:

- a. \_\_\_\_\_% of the total rent for the first five years;  
b. \_\_\_\_\_% of the total rent for the second five years; and  
c. \_\_\_\_\_% of the total rent for the remaining years.

3. On an extension, renewal or holdover tenancy of the leasehold by Tenant, the fees due Tenant Broker and payable by Landlord are in the following amounts:

3.1 For an extension, renewal or holdover tenancy of the leasehold for five years or less:

- a. \_\_\_\_\_% of the total rent for the first year;  
b. \_\_\_\_\_% of the total rent for the second year;  
c. \_\_\_\_\_% of the total rent for the third year;  
d. \_\_\_\_\_% of the total rent for the fourth year; and  
e. \_\_\_\_\_% of the total rent for the fifth year.

3.2 For an extension, renewal or holdover tenancy of the leasehold for more than five years:

- a. \_\_\_\_\_% of the total rent for the first five years;  
b. \_\_\_\_\_% of the total rent for the second five years; and  
c. \_\_\_\_\_% of the total rent for the remaining years.

4. On acquisition of fee ownership of the real estate by Tenant or their successors or agents, the fees due Tenant Broker and payable by Landlord are in the following amounts:

- 4.1 \_\_\_\_\_% of the first \$\_\_\_\_\_ of the purchase price paid;  
4.2 \_\_\_\_\_% of the next \$\_\_\_\_\_ of the purchase price paid; and  
4.3 \_\_\_\_\_% of the balance of the purchase price paid.

5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**I agree to the terms stated above.**

☐ See attached Signature Page Addendum. [RPI Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Landlord: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to the terms stated above.**

☐ See attached Signature Page Addendum. [RPI Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Tenant: \_\_\_\_\_

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

Tenant Broker: \_\_\_\_\_

DRE #: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_