

IE-PRise18

Workshop lease agreement

Date of lease: [date]
The Landlord: [name]
The Tenant: [name]
Lease of: [property address]

Contents

1. Definitions
2. Interpretation
3. Entire agreement
4. The lease
5. Rent and other payments
6. Interest
7. Further payments
8. Condition and repair
9. Tenant's positive obligations
10. Restrictions on Tenant
11. Signs and advertisements
12. Goods and vehicles
13. Default notice by Landlord
14. Assignment of the lease
15. Tenant indemnifies Landlord
16. The Security Deposit
17. Insurance
18. Access for Landlord
19. Guarantor
20. Provision for premature termination
21. Forfeiture
22. Rent review
23. Failure to agree reviewed rent
24. At the end of the lease
25. Other matters

Schedule 1 Rights reserved

The Landlord is: [name]
of [address]
The Tenant is: [name]
of [address]
The Guarantor is: [name]
of [address]
Start date of lease: [date]
End date of lease: [date]

1. Definitions

In this lease the following words shall have the meanings shown unless it is clear from :

- “Acts” means Landlord and Tenant Acts, 1860 to 2005 including but not limited to Landlord and () , 1980 1994 .
- “1980 Act” means Landlord and Tenant (Amendment) , 1980
- “1994 Act” means Landlord and Tenant (Amendment) , 1994 .
- “Conduit” means any medium through which a service is .
- “Hazardous” has the meaning defined in the European Community hazardous waste Directive 2008/ 98 / ,
- “Insurance Rent” means the premium, net of any commission, paid by the Landlord to .
- “Landlord” includes the person or persons from time to time entitled to possession of the .

“Planning Acts” means the Planning and Development Act 2000 and all other acts

"Lease Period" means the total of the Term plus any extension or renewal, during which

“Rent” means [€48,000] payable without any deduction, in advance, by [twelve equal monthly instalments of €4,000, on the first day of each month / [/] [/]].

“Rent Review Date” means every [third] anniversary of the start date of the lease. A reference to the Rent

OR

"Rent Review Date" means [date].

“Security Deposit” means the sum paid by the Tenant to the Landlord as a deposit against any breach

“Sign” means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the ,

“Term” means a term [/] [/]

“Workshop” means the Workshop at [full]

"Plan" means the plan of

“Use Allowed” means: use as [state use]

2. Interpretation

In this lease unless the context otherwise requires:

- 2.1. whenever more than one person or company is the
- 2.2. any agreement by any party not to do or omit to
- 2.3. the headings to the paragraphs ()
- 2.4. all money sums mentioned in this lease are
- 2.5. a reference to a right of the Landlord to have access to
- 2.6. a reference to “the last year of the Term” “
- 2.7. it is certified that
- 2.8. nothing in this lease or in any consent

3. Entire agreement

- 3.1. This lease contains the entire

3.2. Each party acknowledges that, in entering into this lease, he does not
, ,
[
].

3.3. Conditions, warranties or other terms implied
.

4. The lease

4.1. By this lease the Landlord lets and the Tenant
.

4.2. The Workshop is let subject to , , ,
.

4.3. The rights specified 1
.

4.4. All payments which may be due by the
.

4.5. Except so far as provided in this lease, the
, .

5. Rent and other payments

5.1. For each of the above payments, an appropriate
.

5.2. The Tenant shall also
:

5.2.1 any works to the Workshop
;

5.2.2 dealing with any application by

;

5.2.3 preparing and serving a notice of a

;

5.2.4 preparing and serving a schedule

5.3. Payments to the Landlord shall be made by [direct debit / Internet/
/]

5.4. [Despite the above provisions, the [] []
/]].

6. Interest

All the payments to the Landlord referred to in this lease are payable on demand and if any payment is more than [seven]

[8 %].

7. Further Payments

The Tenant agrees

7.1. all periodic rates and other taxes, relating to the Workshop, including (),

7.2. all charges for services at the Workshop to be paid promptly to (

-)
;

7.3. the cost of the grant, renewal or continuation of

,

8. Condition and repair

In relation to :

8.1. use the Workshop only for the Use Allowed;

8.2. maintain the state and condition of the

;

8.3. decorate the inside and the outside of the Workshop in every [fifth] year of the lease and in the last three months ().

,

,

;

8.4. [at least once in , ;]

8.5. prevent damage to the Workshop

,

;

8.6. maintain and keep clean the exterior of the buildings

,

;

8.7. clean, maintain and keep free from

, , , , , ,

.

9. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

- 9.1. give the Landlord a copy of
;
- 9.2. provide a written notice to the
/
- 9.3. immediately notify the Landlord of any encroachment on the Workshop
- 9.4. take steps by agreement with the Landlord and at the Landlord's expense, to prevent the
,
- 9.5. comply with the terms of every law regulating
,
- 9.6. comply with all laws

10. Restrictions on Tenant

The Tenant :

- 10.1. sleep overnight on the
;
- 10.2. apply for planning permission relating to the
;
- 10.3. make any connection to or in any Conduit;
- 10.4. store or leave goods or detritus on
;
- 10.5. fix to the Workshop any pole
,

- 10.6. pour into any pipe or drain any trade waste or
;
;
- 10.7. bring onto the Workshop
;
- 10.8. remove or change
;
- 10.9. remove from the
;
- 10.10. obstruct any window on the Workshop;
- 10.11. cause any nuisance
;
- 10.12. bring, keep or allow any animals to be
;
- 10.13. play or use in the Workshop any musical instrument, audio or
;
- 10.14. Cease carrying on business in the Workshop or
1
;
- 10.15. do anything which might
;
- 10.16. change or install any locks and other
;
- 10.17. use the Workshop for any activity which is dangerous, offensive,
noxious,
.

11. Signs and advertisements

11.1. Before the Tenant may place any Sign on or near to the Workshop, he must

11.2. The Landlord is under no obligation

11.3. The Landlord may approve any Sign subject

11.4. The Tenant accepts full liability for and indemnifies the Landlord

12. Goods and vehicles

The Tenant agrees that he will not:

12.1. park any vehicle except

OR

12.2. park more than [number] cars

12.3. load or unload

12.4. park any commercial

12.5. cause congestion of any adjoining

12.6. permit any vehicle belonging to him or any visitor to him,

12.7. Move goods into or

13. Default notice by Landlord

13.1. If the Tenant is in default of any provision of this

13.2. If the Tenant fails to remedy the default within seven

14. Assignment of the lease

14.1. Except as specified in this lease,

14.2. The Tenant may

14.3. The Tenant may not assign

14.4. The Tenant may assign or transfer his interest

14.5. The Landlord may not

14.6. It is a good reason (among other good reasons)

14.6.1 the proposed transferee is less likely to be able

;

14.6.2 the Tenant owes money to the Landlord;

14.6.3 there is no satisfactory guarantor of the assignee

()

14.7. In giving consent,

:

14.7.1 the assignee shall not

14.7.2 the assignment shall impose an

14.7.3 the assignee shall enter into direct

15. Tenant indemnifies Landlord

The Tenant agrees to

:

15.1. any act, omission or negligence of ,

;

15.2. any breach by

;

15.3. any act, omission or negligence of the Tenant which

16. The Security Deposit

16.1. The Landlord confirms that he has

€[

]

).

17.5.

17.6.

17.6.1

17.6.2

17.7.

17.7.1 the insurance money belongs to the Landlord;

17.7.2 the Landlord's obligation to make good damage ceases;

17.7.3

18. Access for Landlord

- 18.1. ;
- 18.2. ;
- 18.3. to comply with any statutory obligation;
- 18.4. , " " ;
- 18.5. ;
- 18.6. to value the Workshop;
- 18.7. , , , .

Conditions for access for the Landlord are:

- 18.8. ;
- 18.9. ;
- 18.10. .

19. Guarantor(s)

The Guarantor agrees:

- 19.1. .
- 19.2. [that his obligation will continue through the Term.](#)

19.3.

19.4.

19.5.

[28]

19.6.

19.7.

19.8. The new lease will be:

19.8.1

19.8.2 at the Rent then payable under this lease;

19.8.3

19.9.

19.10.

20. Provision for premature termination

20.1.

[]

20.2.

20.3.

21. Forfeiture

21.1.

:

21.1.1

28

21.1.2

21.1.3

()

21.1.4

, ()

21.1.5

;

21.1.6

8

21.2.

22. Rent review

22.1.

.

22.2.

(

),

,

.

.

22.3.

[20 %]

.

OR

22.4.

,

.

OR

22.5.

,

.

22.6.

,

,

,

:

22.6.1

, ;

22.6.2 the Workshop is vacant;

22.6.3 the Workshop can immediately be used;

22.6.4

;

22.6.5

,

.

22.6.6

.

22.7.

,

,

,

.

22.8.

.

22.9.

,

.

22.10.

,

[8]%

,

23. Failure to agree reviewed rent

- []
- ,
- :
- 23.1.
- ()
- 23.2.
- .
- 23.3.
- .
- 23.4.
- ,
-
- .
- 23.5.
- .

24. At the end of the lease

When this lease ends:

24.1. the Tenant must:

24.1.1

;

24.1.2

;

24.1.3 ()

;

24.2.

[14]

24.3.

25. Other matters

25.1.

25.2.

25.3.

25.4.

25.5.

25.6.

25.7.

25.8.

25.9. [

.]

25.10.

It shall be deemed to have been delivered:

25.10.1 :

;

25.10.2

: 72 ;

25.10.3

-

- : 24

.[

,]

25.11.

25.12.

Signed as a deed by or for the Landlord [write name] (who certifies that he has proper authority to sign)

:

Witness: signature:

Name:

Address:

Signed as a deed by or for the Tenant [write name] (who certifies that he has proper authority to sign)

:

Witness: signature:

Name:

Address:

Signed as a deed by the Guarantor [write name]

:

Witness: signature:

Name:

Address:

Schedule 1 - rights expressly reserved

1.

2.

3.

4.

5.

6.

Explanatory notes:

Workshop lease agreement

General notes

1. Background law

The law governing the rights of Landlords and Tenants primarily arise out of the 1980 Act and the 1994 Act. By reference, the 1980 Act also draws on previous legislation, in particular the Landlord and Tenant Act, 1931. Equal Status Act, 2000 acts as an important safeguard against discrimination based on gender, marital

Other legal issues that might come up from time to time include tax i.e. Capital Gains Tax,

2. What to delete

This document has been drawn for general use. It is easier for you to delete what you do not want than to add what you do want. So we have given you scope and choices. We suggest that if you are not sure of the effect

3. This document has been drawn for leases under five years and it is also called short term lease. If landlord renews the tenancy after the expiry of short term then the lease will be automatically qualified as long term lease. In the case of leases that are created for less than five years, there is no automatic right of renewal at the end of the term and a common lease for say four years and nine months, ensures that the landlord can take vacant possession at the end of the term. Although there is clearly more

4. Agreement for lease

The procedure using an agreement for lease in a separate document is now rare. It is most simply to prepare the real lease document, sign and date it with the

5. What to take up on completion

When you meet to complete, you should expect :

- The counterpart lease: that is to say the copy signed by the tenant. (He)
- Any capital money paid to you as a premium ;
- The rent, apportioned to the next .

Paragraph specific notes

Notes referable to specific numbered paragraphs

1. Definitions

Conduit is an ancient word for a pipe. In law it has a wider meaning, as we have defined .

Insurance rent: landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous to specify that monies due to a landlord should be treated as rent, as they are in this lease. Insurance rent is a commonly used term.

“ ”.

Workshop: substitute some alternative work if you wish. We cannot over emphasise the importance of a full specification of the subject matter of the lease. If it is complicated you could put it in a schedule. The best way is a description which refers to .

A good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a .

A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the Workshop is in excellent condition, the landlord will benefit most from photographs. If the Workshop is in poor condition, then it is the tenant who ,

Rent: is generally calculated in €s per square foot or €s per square metre, but the calculation rarely appears in the lease. The landlord will often specify a

particular round sum when a property is advertised.

Rent review: an option. In or out. You choose. Historically, reviews were agreed at five yearly intervals. For this short lease we suggest three or four years would be more

Security deposit: whether you decide to take a security deposit or not

Use allowed: When a rent review comes up, the landlord will claim rent based on the open market value for the Use Allowed. The question of user is of course more important in longer leases where the use is much more likely to change over time. It is a mistake for the landlord to fix the use paragraph narrowly - perhaps with the thought that if the landlord needs to change the use

The point he misses is that at a rent review the new rent will be calculated by reference to the rack rent (then current rent) payable in the open market. Clearly, that market rent will be highest when the property can be used for many uses and lowest, when the use is restricted to a single, low value use. A landlord should therefore think

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of them

3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed here, so that both parties know the basis of the deal.

4. The lease

This paragraph covers a reservation of general rights. In addition, we have provided for a schedule of rights. The reason is: first, you may wish to use a schedule for the avoidance of doubt and second, the schedule could contain

rights which you want to reserve from now, but which previously did not exist.

It is usual for only the cost of insurance to be treated as rent (and usually referred to as “ ”).

This paragraph also contains the usual landlords warranty for “ ”.

5. Rent and other payments

This paragraph contains detailed commercial terms.

Rent: is generally calculated in €s per square foot or €s per square metre, but the calculation rarely appears in the lease. The

Important: the last sub-paragraph provides for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and

6. Interest

This provision crystallises the landlord's entitlement when otherwise

7. Further payments

We have no comment.

8. Condition and repair

The first ten items here are usual. Sub paragraph 2 refers to condition as at today. This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a list of

Generally, you should make sure this paragraph ties in with

Decoration: the specification for redecoration and the frequency are a matter for negotiation. Many landlords are not too concerned about the quality of the interior decoration,

This lease document will be used by landlords with widely different Workshops let for an even wider array of uses. There may be

9. Tenant's positive obligations

Encroachments happen constantly and unexpectedly. Once a neighbour has committed to the construction of a large adjacent building, the only practical remedy is damages.

10. Restrictions on tenant

Here is a long

It is important to prevent anyone sleeping habitually on the

11. Signs and advertisements

Traditionally drawn leases fail to cover the many possibilities for visual impact. We take the view that a Landlord is entitled to know about, and approve what his tenant wishes to show.

If a sign affect the use or enjoyment of adjacent or neighbouring premises of the Landlord,

“ ”

Because the requirements of every tenant will be different, we recommend that the landlord prepares a specification for a new tenant as to what is

For a multi-let property, the landlord will no doubt

12. Goods and vehicles

Land around a building is often forgotten in lease provisions. Consider what is the land use and state of it. It is important to the landlord to maintain the amenity of

13. Default notice by Landlord

This paragraph provides a practical solution to the dilemma facing a landlord when the tenant is in breach but fails to take action. It may be

14. Assignment of the Lease

When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent.

If you consider our proposed draft to be too favourable to a tenant that is

15. Tenant indemnifies Landlord

Few draftsmen include an indemnity in a lease because the tenant's covenants are precise and a simple recourse is to sue on a breach. However,

16. The Security Deposit

Up to the

17. Insurance

A current issue with

The landlord should be sure that he

18. Access for Landlord

Essential, but the tenant

19. Guarantor

The words have been chosen very carefully for an area

Whether a guarantor is required is entirely a commercial decision. We suggest that in the case of a grant to a limited company, you should always obtain personal

The guarantee provisions in this lease are stronger than most tenants would like. In particular, the guarantor remains in place after an

The last sub paragraph refers to the position

20. Provision for premature termination

Otherwise known as a “break clause”, that is a provision for the tenant to give notice, at some particular point in time, to terminate the lease

21. Forfeiture

These provisions are usual.

22. Rent review

We provide for three clear alternatives:

- the rent is
- the rent
- the

Prior to February 28, 2010, the majority of commercial leases contained upwards only rent review clauses which stated that the rent would remain the same or increase subject to February 28, 2010

Most rent review provisions allow for "upwards only" review. Occasionally this

We have provided

23. Failure to agree reviewed rent

A simple procedure for resolving disputes. We have made this provision because it is likely to be acceptable to all parties, including any mortgagee. The draftsman's personal experience however is to recommend to both parties that in the event of dispute they

An expert simply assesses the evidence and makes

24. At the end of the lease

These provisions simply tie up loose ends.

If the tenant has fitted out the premises

25. Other matters

Apart from the

A provision for mediation has been included in place of the more usual

Schedule 1 Rights reserved

Reserved rights are rights which the landlord is keeping back from the grant of the lease. It is usually unnecessary to specify them

End of notes