

# Gas Station Lease Agreement

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This **Gas Station Lease Agreement** ("**Agreement**") is an agreement entered into as of \_\_\_\_\_, by and between the following parties;

**Lessor**

**Lessee**

Lessor and Lessee may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

## Terms and Conditions

### 1. Purpose and Nature of Agreement

The purpose of this Agreement is to set out the terms under which Lessor leases to Lessee a gas station property for commercial operation. This Agreement is intended to create binding and enforceable obligations between the Parties for the lease and operation of a fuel retail business and related permitted uses.

### 2. Leased Premises

Lessor leases to Lessee the real property commonly known as \_\_\_\_\_, together with all structures, improvements, and fixtures located on the property that are intended for gas station operations, including fuel pumps, underground or above-ground storage tanks, canopy structures, and convenience store space (collectively, the "**Premises**").

The Premises are leased in their existing condition, except as expressly stated in this Agreement.

### 3. Term

The lease term begins on \_\_\_\_\_ and continues for a period of \_\_\_\_\_ unless earlier terminated in accordance with the Termination clause. Any renewal or extension of the lease term must be agreed in writing by both Parties.

#### 4. Rent

Lessee shall pay Lessor rent in the amount of \_\_\_\_\_ per \_\_\_\_\_. Rent is due in advance on or before \_\_\_\_\_ of each payment period and shall be paid by \_\_\_\_\_ to \_\_\_\_\_ or such other method as Lessor may reasonably designate in writing.

Late rent may result in remedies available to Lessor under this Agreement.

#### 5. Security Deposit

Upon execution of this Agreement, Lessee shall pay a security deposit of \_\_\_\_\_.

The security deposit may be applied by Lessor to unpaid rent, damage beyond ordinary wear and tear, or other amounts owed under this Agreement. Any remaining balance shall be returned to Lessee within a reasonable time after lease termination, subject to lawful deductions.

#### 6. Permitted Use

The Premises shall be used solely for the operation of a gas station and related lawful commercial activities, including fuel sales, convenience retail, car washing, and other ancillary services commonly associated with gas station operations.

Lessee shall not use the Premises for any unlawful, hazardous, or unrelated purpose.

#### 7. Compliance with Laws

Lessee is responsible for complying with all applicable laws, regulations, and industry standards relating to fuel storage, environmental protection, health and safety, and business operations.

This includes obtaining and maintaining all required licenses, permits, and approvals necessary to operate the gas station.

## **8. Maintenance and Repairs**

Lessee is responsible for routine maintenance and repairs to the Premises, including equipment, fixtures, and systems used in daily operations. Lessor remains responsible for structural components of the building and any major repairs not caused by Lessee's misuse or negligence, unless otherwise agreed in writing. Lessee shall promptly notify Lessor of any condition that may require structural repair or presents a safety risk.

## **9. Utilities and Operating Costs**

Lessee is responsible for payment of all utilities and operating costs associated with the Premises, including electricity, water, fuel monitoring systems, waste disposal, and telecommunications.

## **10. Environmental Matters**

Lessee shall operate the Premises in a manner that prevents fuel leaks, spills, or environmental contamination. Lessee must immediately notify Lessor of any known or suspected release of fuel or hazardous substances and cooperate in any required response or remediation actions. Nothing in this clause relieves either Party of responsibility imposed by applicable law.

## **11. Insurance**

During the lease term, Lessee shall maintain commercially reasonable insurance coverage, including general liability and property damage insurance, covering gas station operations. Lessor may require evidence of such coverage upon reasonable request.

## **12. Assignment and Subleasing**

Lessee may not assign this Agreement or sublease the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Any approved assignment or sublease does not release Lessee from its obligations under this Agreement unless expressly agreed in writing.

## **13. Default**

A default occurs if either Party fails to perform a material obligation under this Agreement and does not cure the failure within a reasonable time after written notice.

## 14. Termination

This Agreement may be terminated:

- By either Party upon material default by the other Party that remains uncured after written notice
- By mutual written agreement of the Parties
- As otherwise permitted under this Agreement

Upon termination, Lessee shall vacate the Premises, remove personal property, return keys and access devices, and leave the Premises in the condition required by this Agreement, subject to ordinary wear and tear.

## 15. Limitation of Liability

Neither Party shall be liable to the other for indirect or consequential damages arising from this Agreement, except where caused by willful misconduct or where such limitation is not permitted by law.

## 16. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_, without regard to conflict of law principles. The Parties agree to attempt to resolve disputes in good faith through negotiation before pursuing formal legal action.

## 17. Notices

All notices under this Agreement must be in writing and delivered by hand, recognized courier, or electronic means reasonably capable of confirming delivery, to the addresses stated above or as later designated in writing.

## 18. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the Parties regarding the lease of the Premises and supersedes all prior discussions or understandings.

Any amendment must be in writing and signed by both Parties.

## 19. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions shall continue in full force and effect.

By signing below, the Parties acknowledge that they have read, understood, and agreed to be bound by this Gas Station Lease Agreement.

**Lessor**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Lessee**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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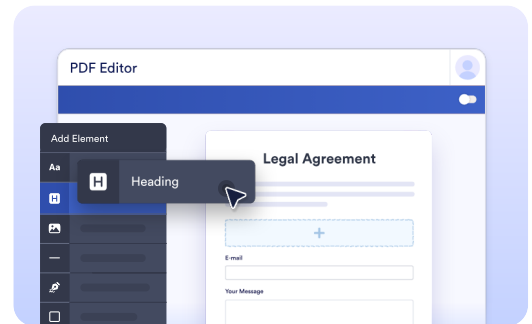
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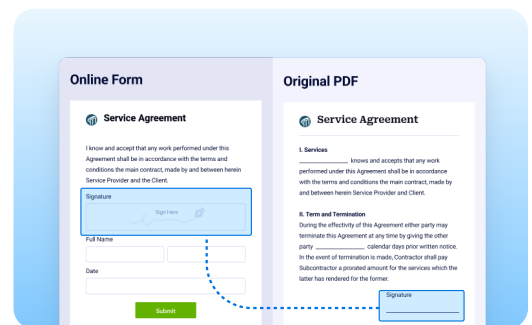
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