

# Commercial Lease Liability Limitation Agreement

This Commercial Lease Liability Limitation Agreement ("Agreement") is entered into as of **[Date]**, by and between **[Landlord Name]**, ("Landlord"), and **[Tenant Name]**, ("Tenant"), collectively referred to as the "Parties".

## 1. Purpose

The purpose of this Agreement is to define and limit the financial liability of the Tenant and/or Landlord under the terms of the commercial lease dated **[Lease Date]** relating to the premises located at **[Property Address]** ("Premises").

## 2. Limitation of Liability

- Tenant's Liability:** The maximum liability of the Tenant under the Lease, including but not limited to damages, losses, costs, and indemnities, shall not exceed **[Specify Limitation, e.g., amount, number of months' rent]**.
- Landlord's Liability:** The maximum liability of the Landlord for any claim arising out of or related to the Lease shall not exceed **[Specify Limitation]**.
- Exclusions:** The foregoing limitations shall not apply to:
  - Liability arising from gross negligence or willful misconduct.
  - Obligations concerning insurance policies or third-party claims resulting from personal injury or property damage.

## 3. Continuing Effect

This Agreement shall remain in effect for the duration of the Lease and any extensions or renewals thereof.

## 4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **[Jurisdiction]**.

## 5. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, representations, or understandings, whether oral or written.

**Landlord:**

\_\_\_\_\_  
Name:

Date:

**Tenant:**

\_\_\_\_\_  
Name:

Date:

## Important Notes:

- This template is a general sample and should be customized for specific leasing situations.
- Consult with legal professionals to ensure compliance with local laws and regulations.
- Carefully define all limitations and exclusions to avoid future disputes.

- Be clear about the duration and any renewal terms covered by the limitation.
- Ensure both parties fully understand their rights and obligations before signing.