

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.