

Lessorâ€™s Waiver and Limited Liability Agreement

This Lessorâ€™s Waiver and Limited Liability Agreement (â€œAgreementâ€) is entered into as of _____ / _____ / _____ (â€œEffective Dateâ€), by and between:

Lessor: _____

Lessee: _____

1. PURPOSE

The purpose of this Agreement is to address the respective rights, duties, and liabilities of the Lessor and Lessee regarding the property located at:

(â€œPremisesâ€).

2. WAIVER BY LESSOR

The Lessor hereby waives any claim, right, or interest, whether present or future, to any of the Lesseeâ€™s personal property, inventory, equipment, or trade fixtures that are, or may be located, on the Premises, except for damages resulting from Lesseeâ€™s breach of the terms of the lease agreement.

3. INDEMNITY AND LIMITED LIABILITY

The Lessee agrees that the Lessor shall not be liable for any loss, damage, or injury to property belonging to the Lessee, its agents, employees, or invitees, from any cause whatsoever, except to the extent caused by the Lessorâ€™s gross negligence or willful misconduct.

4. NOTICE

Any notices required or permitted hereunder shall be in writing and delivered to the addresses of the parties as set forth in the underlying lease agreement, unless otherwise agreed in writing.

5. MISCELLANEOUS

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Any modifications must be in writing and signed by both parties.

Lessorâ€™s Signature

Date: _____

Lesseeâ€™s Signature

Date: _____

IMPORTANT NOTES

- This document should be reviewed and customized by legal counsel before use.

- The waiver usually applies only to personal property, not to leasehold improvements or structural items.
- This agreement does not absolve either party of liability for gross negligence or willful misconduct.
- Ensure all parties clearly understand the limitations and scope of liabilities addressed.
- Retain signed copies for the records of both lessor and lessee.