DRAFT

Commercial lease agreement

{{ realestate }}

NB: Denne boks skal fjernes inden brug af paradigma.

Dokument: Erhvervslejekontrakt (oversættelse af DK version af dokumentet)

Redigeret: 26.01.2016 af PLE

Bemærk: Paradigmet skal ALTID nøje gennemgås med henblik på at sikre, at de enkelte formuleringer tilpasses de konkrete forhold.   
  
Erhvervslejekontrakten retter sig primært mod kontorlejemål og produktionslejemål, og afspejler, hvad vi i et vist omfang anser for sædvanlige vilkår. Dokumentet bør ikke anvendes ved arealleje.

Hotellejemål og butikslejemål, herunder centerlejekontrakter kræver særlige tilretninger. Se til eksempel på centerlejekontrakt dok nr. KBH1121398.

Som eksempel på særligt udlejervenlige bestemmelser se eksempelvis dok nr. ARH1230363.

Som eksempel på vilkår om lejers ret til at foretage konkrete ombygninger se eksempelvis dok nr. KBH1252753, version 1A.

Det er vigtigt, at paradigmet anvendes med omtanke, og at relevant lovgivning og juridisk litteratur gennemgås før dokumentet bringes i anvendelse.

Kontrakten er udformet med sigte på enkeltbrugerejendom, og anvendelse på flerbrugerejendomme kræver således tilretninger.

Det er bl.a. helt centralt at forbrugs- og driftsbilag samt vedligeholdelses- og fraflytningsbestemmelser udarbejdes omhyggeligt under hensyntagen til ejendommens faktiske forhold.

Nedenfor er anført en række fodnoter, hopfelter og gule overstregninger, som kan give en vis vejledning for udfærdigelse af kontrakter. Disse skal naturligvis fjernes før paradigmet anvendes eksternt. Fodnoter, hopfelter og gule overstregninger angiver ikke udtømmende, hvad man skal være opmærksom på.

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This commercial lease agreement is entered into between

{{ tenant.address\_block() }}

(hereinafter the ”Tenant”)

and

{{ landlord.address\_block() }}

(hereinafter the ”Landlord”)

Whereas

1. Heading

the following commercial lease agreement has been entered into:

# The leased premises

The leased premises cover [part of] title no.            . The postal address of the leased premises is      . The design and fit-out of the leased premises are shown in the plan attached as Schedule 1.1.

The area of the leased premises constitutes [m²] sqm, distributed as follows:       sqm for       and       sqm for      .

The Landlord has calculated the area of the leased premises with binding effect. Statutory Order no. 311 of 27 June 1983 *(in Danish: Arealbekendtgørelsen)* does not apply to this agreement. The Landlord does not guarantee the correctness of the area stated. Any discrepancy between the actual area and the area stated in clause 1.2 will give rise to no rent adjustments or adjustment of any other payments under the commercial lease agreement.

[Parking]

# Use of the leased premises, including public authority issues

The leased premises will be used for [use].

It is the Landlord’s responsibility to ensure that the leased premises on the commencement date, cf. clause 3.1, can be lawfully used for the purposes set out in clause 2.1 in accordance with the legislation and other public regulations (local plans etc.), easements or similar interests affecting the property.

If the business operations carried on by the Tenant from time to time in the leased premises are subject to public authority approval or exemption, the Tenant undertakes to obtain the necessary approvals and pays all costs in this regard. Copies of the public authority requirements and permits must be forwarded to the Landlord, and the Landlord is obliged to render its assistance, including by e.g. issuing the necessary powers of attorney, for such permits to be obtained.

# Commencement and termination of the lease

This commercial lease agreement enters into force on [date] (the “Commencement Date”).

The commercial lease agreement may be terminated by the Tenant by giving [months] months’ written notice to expire on the first day of a month, and by the Landlord by giving [months] months’ written notice to expire on the first day of a month.

The commercial lease agreement may be terminated by the Landlord to expire no earlier than [years] years after the Commencement Date and in compliance with the provisions concerning the Landlord’s termination as set out in the Danish Business Lease Act *(in Danish: Erhvervslejeloven)* (hereinafter the “Business Lease Act”).

The commercial lease agreement may be terminated by the Tenant to expire no earlier than [years] years after the Commencement Date.

Upon termination by the Landlord, [alternative 1: the Tenant is entitled to no damages pursuant to section 66 of the Business Lease Act] [alternative 2: the Tenant’s claim for damages, cf. section 66 of the Business Lease Act, cannot exceed [months’] months’ rent].[[1]](#footnote-1)

# Rent and payment of rent

The Tenant pays rent for the lease as from the Commencement Date.

The annual initial rent is computed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Offices and canteen/kitchen | [] sqm at DKK [] | DKK | [] |
| Basement | [] sqm at DKK [] | DKK | [] |
| [xxx] | [] sqm at DKK [] | DKK | [] |
| Plus VAT, currently 25 % |  | DKK | [] |
| Total inclusive of VAT |  | DKK | [] |

Rent is payable on a quarterly basis in advance on 1 January, 1 April, 1 July and 1 October to be paid the first time on the Commencement Date and for the period until the expiry of the quarter in question.

The rent amounts must be paid at the place as is designated from time to time by the Landlord.

# VAT

The Landlord’s property letting business is registered for VAT.[[2]](#footnote-2)

Any changes to the VAT registration of the leased premises are subject to the Tenant’s prior consent.

# Rent review

Each year on the anniversary of the Commencement Date, the first time on 1 [date], the rent charged from time to time will be subject to adjustment based on the percentage change between the net price index published 15 months prior to the time of adjustment and the net price index published 3 months prior to the time of adjustment, however, not less than [xx] % and not more than [xx] %. The first adjustment will take place on 1 [date] based on the percentage change in the net price index from [date][year] to [date][year], however, not less than [%] % and not more than [%] %.

The adjustment is based on the rent charged from time to time, regardless of whether the applicable rent has been subject to adjustment, cf. clause 6.1, market rent adjustment, cf. clause 6.3, or other adjustments in accordance with the legislation or the parties’ agreement to the effect that all rent supplements and prior increases are included in the basis of calculation.

Either party may demand that the rent be adjusted to market rent pursuant to section 13 of the Business Lease Act. However, a demand by the Parties for adjustment of the rent to market rent pursuant to section 13 of the Business Lease Act can be made at the earliest after the expiry of the Tenant’s period of interminability, cf. clause 3.4.[[3]](#footnote-3)

# Security

Not later than 30 calendar days before the Commencement Date, the Tenant will provide security in the form of a [bank guarantee/cash deposit] corresponding to [xx] months’ rent serving as security for all the Tenant’s obligations towards the Landlord under the commercial lease agreement.

The Landlord may demand that the security provided be adjusted in order for it at all times to correspond to [xx] months’ current rent.

The Tenant is entitled to replace the deposit provided with a bank guarantee.[[4]](#footnote-4)

# Utilities

In addition to the rent, the Tenant pays to the Landlord an amount for its own utilities consumption in the leased premises.

The attached budget forms an integral part of this agreement, and it shows an estimate of the utility expenses currently known, cf. section 5(3) of the Business Lease Act, cf. Schedule 8.2.

The Tenant pays utility costs from the Commencement Date.

Utility costs are divided between the property’s tenants based on [principle][[5]](#footnote-5). The utility accounting year runs in the period [period][[6]](#footnote-6).

The Tenant pays together with the rent quarterly on account contributions to cover the Tenant’s share of utility costs, including electricity, water, heating and cooling etc. The Landlord undertakes to prepare utility accounts of the Tenant’s consumption of electricity, water, heating and cooling etc. in compliance with the provisions of the Business Lease Act.

The annual on account amount constitutes in the period from the Commencement Date and until the presentation of the utility accounts for the first accounting year DKK [amount].

The Tenant is obliged to register as a customer, if possible, directly with the suppliers of electricity, water, heating, cooling etc., and in such case the on account contribution will be reduced accordingly.

The energy certificate for the leased premises is attached as Schedule 8.8.[[7]](#footnote-7)

# Operating expenses

In addition to the rent, the Tenant pays to the Landlord the leased premises’ share of the property’s operating expenses, including taxes and duties.

The budget attached as Schedule 9.2 forms an integral part of this agreement, and it shows an estimate of the expenses currently known, cf. section 5(2) of the Business Lease Act.[[8]](#footnote-8)

The Tenant pays operating expenses from the Commencement Date. Operating expenses are divided between the property’s tenants based on [principle].

The Landlord is entitled to charge together an on account amount with the rent to cover the Tenant’s share of the operating expenses. The annual on account amount is in the period from the Commencement Date and until the presentation of the operating accounts for the first accounting year after the Commencement Date estimated at DKK [amount].

The on account amount must from time to time correspond to the Tenant’s estimated share of the operating expenses. The Landlord is entitled to adjust, subject to 6 weeks’ notice prior to the date of payment, the amount of the on account contribution in order to ensure that the contribution from time to time corresponds to the Tenant’s estimated share of the property’s operating expenses.

The Landlord prepares once a year operating accounts of operating expenses for the preceding accounting year. The accounting year follows the calendar year as from the Commencement Date. The Landlord is entitled to change the accounting year subject to one month’s prior written notice. The transition period may constitute more or less than 12 months. The operating accounts must be forwarded to the Tenant not later than three months after the expiry of the accounting year. The Tenant is entitled to demand full documentation for the expenses recorded in the operating accounts.

The Tenant is from time to time entitled to make a complaint against the taxes and duties levied on the property, including the tax basis (public land assessment value etc.). The Landlord is obliged to issue the required powers of attorney in this regard. The Landlord is obliged immediately to disclose to the Tenant the full details of the taxes and duties levied on the property, including information of changes in the public land assessment value, deadlines of complaint, etc.[[9]](#footnote-9)

# The state of the leased premises upon taking possession

[alternative 1: On delivery of possession, the leased premises are newly restored according to the description in Schedule 10.1(i).] [alternative 2: The leased premises are handed over “as is” at the commencement date, cf. clause 3.1.[[10]](#footnote-10)]. At the Commencement Date, representatives of the Tenant and the Landlord will jointly prepare an inspection report that is accompanied by photographs of the leased premises; this report will subsequently be attached to the commercial lease agreement as Schedule 10.1(ii).

# Maintenance and cleaning

Expenses for maintenance and renewal of foundations, service pipes outside the physical delimitation of the leased premises as well as building envelope, i.e. roof and the exterior front of the property excluding windows and doors, will be paid finally by the Landlord. Other maintenance and renewal expenses will be paid by the [Tenant / tenants] through the operating account, see clause 9, unless the Tenant has undertaken such maintenance and renewal obligation.

All interior cleaning and maintenance, including any necessary renewal, are the responsibility of the Tenant, who must at all times treat the leased premises with due care in order to ensure that the leased premises at all times appear in good repair.

The Tenant is obliged to clean, maintain and/or if necessary renew e.g. painted surfaces, floors, floor surfacing, installations of any kind, interior building parts, including locks, door handles, keys, mountings, cisterns, taps, toilet bowls with seats, wash basins, drain traps and electrical installations, heating, air-conditioning and extraction installations (however, only as regards thermostatic valves, filters, etc.), fixtures, light sources of any kind as well as interior installations for drain pipes and the supply of water, electricity and heating to the leased premises; to the extent that these are easily accessible from the leased premises and are considered a part of the leased premises. Other maintenance and renewal expenses that are not covered by the Landlord’s obligations, cf. clause 11.1, are paid by the Tenant as operating expenses pursuant to clause 9, and the actual works are in such case undertaken by the Landlord at the Landlord’s expenses but subject to reimbursement from the Tenant in accordance with these provisions.

Exterior maintenance and cleaning of outdoor areas on and above ground appurtenant to the leased premises are the responsibility of the Tenant, including plantation, paved areas, pavements, outdoor lighting, signposting, etc. The Tenant’s obligation to clean includes without limitation a duty to arrange for sweeping, snow clearing, prevention of slippery roads, etc. At the demand of the Landlord, the Tenant is obliged to sign a declaration concerning sweeping measures[[11]](#footnote-11).[[12]](#footnote-12)

The Tenant is obliged to arrange for such maintenance works etc. to be performed in a good and workmanlike manner as rightly required by the Landlord for the performance of the Tenant’s maintenance obligation. If the Tenant within a deadline set in writing by the Landlord fails to undertake works in performance of his duty to clean, maintain or repair, the Landlord is entitled to arrange for such works to be carried out at the Tenant's expense.

# Insurance

The Landlord takes out ordinary buildings insurance covering the leased premises. The expenses in this regard will be included in the operating accounts and thereby paid by the Tenant, cf. Schedule 9.2.

The Tenant undertakes to take out ordinary insurance policies for the business operations carried out in the leased premises and to pay the insurance premium.

To the extent that the Tenant’s special use of the leased premises implies an increase in insurance premiums, the Tenant is obliged to pay such additional costs.

# The Tenant’s alterations to the leased premises

[Landlord-friendly alternative:

Section 38(1) of the Business Lease Act does not apply to the commercial lease agreement, and any installations or alterations by the Tenant in the leased premises or the building are subject to the Landlord’s prior written consent, unless the Tenant is entitled to carry out such works under the mandatory rules of law, currently sections 37 and 38(2) of the Business Lease Act.

If the Landlord allows the Tenant to perform installations or alterations in the leased premises, the works must be performed by authorised workmen in accordance with the Landlord’s instructions. An ordinary project must be established and approved by the Landlord in advance. It is the Tenant’s responsibility to ensure that the alterations are in compliance with the public requirements in force from time to time and to obtain and maintain the necessary permits. The Landlord may demand that the Tenant pays any costs incurred by the Landlord for approval and inspections of the performance of the works.

The Tenant is obliged, if so requested by the Landlord, to provide an on demand guarantee or other type of satisfactory security, while the works are being performed in the leased premises. The guarantee is provided as security for the Tenant’s obligation to complete the installation or alteration works commenced and for any damage to property or chattels owned by the Landlord or a third party during and after the completion of the works.

The Tenant is obliged to reinstate the leased premises upon vacation, and the leased premises will not be regarded as having been handed over, until such reinstatement has taken place.

The Tenant is obliged, prior to the performance of the works, to pay a deposit as security for the reinstatement obligation, unless the installation is covered by section 37 of the Business Lease Act. The deposit must as a minimum cover all reinstatement expenses. The deposit will be adjusted once a year at the same time and in the same manner as the annual rent.

The Tenant is liable for any damage - including incidental damage - inflicted on the leased premises, the property in general or a third party as a result of the Tenant’s installations or alterations.

[Tenant- friendly alternative: The Tenant is entitled, without the Landlord’s prior consent, to make alterations to the interior of the leased premises and the outside areas, provided that such alterations do not affect any structural elements of the leased premises, and such alterations do not require a building permit. Other alterations to the leased premises are subject to the Landlord’s prior written consent in that such consent cannot be withheld by the Landlord without reasonable cause. The Tenant is obliged to inform the Landlord of any alterations to the leased premises performed in accordance with this clause 13.1. In connection with the performance of any such alterations, the Tenant is obliged to forward to the Landlord copies of all existing documentation concerning the alterations performed.

At the end of the lease, the Tenant’s is not required to make good the alterations made to the leased premises. As for alterations requiring the Landlord’s prior written consent, cf. clause 13.1, such alterations need not be reversed, unless otherwise stated by the Landlord in the permission granted.]

Any alterations, renovation or fit-out required by the public authorities, including the building authorities, fire authorities, health authorities, health and safety authorities or other terms that specifically relate to the agreed use will be performed by the Tenant at the Tenant’s expense, where such requirements are made after the commencement of the lease agreement. Alterations, renovation or fit-out required by the public authorities, but which do not specifically relate to the Tenant’s business, will be performed by the Landlord at the Landlord’s expense.

# The Landlord’s access to the leased premises

The Landlord is entitled to enter upon the leased premises if so required by the circumstances. If the Landlord wishes to access the leased premises, the Landlord must notify the Tenant thereof, and the Tenant may demand as a condition for granting access to the Landlord to the leased premises that the Landlord when entering on the leased premises is accompanied by a person designated by the Tenant.

The Landlord may, subject to the notice periods set out in section 27[[13]](#footnote-13) of the Business Lease Act, initiate works on the leased premises, in that any alterations, e.g. installations in or alterations to the leased premises, cannot be made without the Tenant’s prior written consent. Apart from alterations to the leased premises and/or the property performed in order to comply with orders or statutory requirements for the fit-out of the leased premises, the Landlord may not perform alterations to the leased premises and/or the property, on which the leased premises are situated, that may affect the Tenant’s right of use, unless the Tenant’s prior written consent has been obtained. [[14]](#footnote-14)

The Landlord is entitled to carry out from time to time urgent repairs to the premises without notice.

The Landlord’s works on the leased premises must be performed taking due consideration for the Tenant, and the Landlord must without undue delay complete any subsequent repairs.

# Signs

The Tenant is entitled erect signs on and at the leased premises and to change such signs. The Tenant is at all times obliged to comply with public and private requirements for erecting signs, including to observe any restrictions in the access to erect signs on and at the leased premises, in that all such requirements are of no concern to the Landlord.

# Sub-letting and assignment

The Tenant is entitled to sub-let the leased premises in whole or in part for the use defined in clause 2.1, unless the Landlord objects to such sub-letting on substantial grounds, e.g. the sub-lessee’s financial position or knowledge of the relevant line of business.

The Tenant is entitled, without the Landlord’s consent, to sub-let the leased premises in whole or in part to a company that is a group-related company of the Tenant.

The Tenant has a right of assignment and resumption in accordance with the provisions of the Business Lease Act. [Alternative 1: The sale of shares in the Tenant or its subsidiaries from time to time is not regarded as an assignment.

In addition to the right of assignment, cf. clause 16.3, the Tenant is, without the consent of the Landlord, entitled to assign in full or in part this agreement on unchanged terms to a company that is group-related with the Tenant.]

[Alternative 2 – if the Tenant is a company: [Assignment of the controlling interest in the Tenant, whether directly or indirectly, will be considered as an assignment. Furthermore, any corporate law restructuring involving the Tenant, including by way of merger, demerger, asset contribution, etc. will be regarded as an assignment.]]

# Expiry of the lease

On the date of expiry of the lease, at 12.00 noon, the premises must be returned newly restored, including with newly painted ceilings, walls, wooden surfaces (door frames, doors, skirting boards) as well as newly painted visible pipes and radiators. Floor surfaces must appear newly restored - the Tenant is obliged to replace the floor surfacing only if it is not possible to restore the existing floor surfacing. Technical installations, sanitary installations, kitchen and bathroom facilities must – if included in the leased premises – be returned in good repair, cf. Schedule 10.1(ii)[[15]](#footnote-15), and fit for use, and must therefore not be returned in newly restored condition. At the time of termination, the Tenant must return to the Landlord all keys and other access control devices, as well as any operation and maintenance manuals. [Alternative: On the date of termination of the lease, at 12.00 noon, the premises must be returned in the same condition as at the start of the lease allowing for ordinary tear and wear not covered by the Tenant’s obligation to repair.]

Not earlier than 2 months and not later than 14 days before the date of termination, the Tenant and the Landlord will together inspect the premises (“pre-vacation inspection”) in order to establish which maintenance and repair works need be performed by the Tenant. The Tenant sets the time for the pre-vacation inspection and invites the Landlord to this inspection by giving at least 14 days' notice. The Tenant is entitled to carry out before the expiry date the rectification of any maintenance and reinstatement defects established at the pre-vacation inspection.

As soon as possible after the date of expiry of the lease, the Tenant and the Landlord will again inspect the leased premises in order to establish whether the leased premises comply with the requirements set out in clause 17.1 (”inspection report”). The Landlord will prepare a final inspection report to be signed by both parties. If the premises do not at the date of expiry comply with the requirements set out in clause 17.1, the Landlord is entitled to arrange for the premises to be restored at the Tenant’s expense and the Tenant shall furthermore pay rent and utility- and property expenses, cf. clauses 4, 8 and 9, for the period during which the restoration works are being performed.

Apart from hidden defects in the premises, the Landlord cannot make any claims against the Tenant when a period of more than four weeks from the time of the final inspection meeting has elapsed.

The Landlord may not later than at the end of the final inspection demand that Tenant’s obligations to maintain and repair as may appear from the inspection report be capitalised In this event, the capitalisation will be effected by the Landlord and the Tenant jointly obtaining two offers from VAT-registered Danish builders, against whom the Landlord raises no objections, for the performance of the repair works described. The Tenant is subsequently obliged at the demand of the Landlord to pay to the Landlord an amount corresponding to the lowest offer plus technician/building management fees.[[16]](#footnote-16) If the Landlord exercises his right to capitalise repair works, the Tenant will pay no rent in the period during which the capitalised repair works are being performed by the Landlord.

The Tenant is under an obligation to return all keys to locks in doors etc., including also any locks that may have been installed by the Tenant.

# Registration in the Land Registry

The Tenant is entitled to have the lease agreement registered in the Land Registry with respect of the encumbrances registered at the time of filing as well as present and future charges. The Tenant will furthermore respect the division of the property into owner-occupied flats.

The Tenant shall be registered as rights holder under the registered lease agreement (in Danish “påtaleberettiget”).

# Choice of law

This commercial lease agreement is governed by Danish law.

If any amendments to the business leases legislation become effective after the signing of this commercial lease agreement, the statutory provisions in force at the time of concluding this agreement will continue to apply, unless otherwise stipulated in this agreement or provided by mandatory law.

# Counterparts

This commercial lease agreement is signed in duplicate. The parties each receive a signed copy. A copy of the checklist of the Danish Ministry of Housing, Urban and Rural Affairs, is attached as Schedule 20.1.

# Schedules

The following schedules are attached to this commercial lease agreement:

Schedule 1.1: Plan of the design and fit-out of the leased premises

Schedule 8.2: Budget of expenses as provided for in section 5(3) of the Business Lease Act

Schedule 8.8: Energy certificate for the leased premises

Schedule 9.2: Budget of expenses as provided for in section 5(2) of the Business Lease Act

Schedule 10.1(i): Description of the state of repair in which the leased premises must be handed over to the Tenant

Schedule 10.1(ii): Inspection report

Schedule 20.1: Checklist of the Danish Ministry of Housing, Urban and Rural Affairs

# Signatures

This commercial lease agreement is executed in two original copies of which each party receives one copy.

|  |  |  |
| --- | --- | --- |
| [Place], [date] |  | [Place], [date] |
| For and on behalf of the Landlord: {{ landlord }} |  | For and on behalf of the Tenant: {{ tenant }} |
|  |  |  |
| Name: {{ landlord.signors[0] }} |  | Name: {{ tenant.signors[0] }} |

### Schedule 8.2: Budget of expenses as provided for in section 5(3) of the Business Lease Act.

This schedule is appended to the agreement in performance of the specification requirement provided for in section 5(3) of the Business Lease Act and states the budgeted expenses for the period 1 January {{ year }} – 31 December {{ year }}. The figures below are based on the expenses for 201x and are estimated by the Landlord.

Estimated services according to clause 8 of the lease agreement:

|  |  |  |
| --- | --- | --- |
| Type of expenses | Estimated expense for the property in DKK | Share pertaining to the leased premises in DKK |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| **Total** | **DKK \*** | **DKK \*** |

### Schedule 9.2: Budget of expenses as provided for in section 5(2) of the Business Lease Act.

This schedule is appended to the agreement in performance of the specification requirement provided for in section 5(2) of the Business Lease Act and states the budgeted expenses for the period 1 January {{ year }} – 31 December {{ year }}. The figures below are based on the expenses for 201x and are estimated by the Landlord.

Estimated services according to clause 9 of the lease agreement:

|  |  |  |
| --- | --- | --- |
| Item | Estimated expense for the property in DKK | Share pertaining to the leased premises in DKK |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| \* | DKK \* | DKK \* |
| **Total** | **DKK \*** | **DKK \*** |

{0>

1. Udlejervenlige bestemmelser [↑](#footnote-ref-1)
2. Bemærk, at udlejning af fast ejendom som udgangspunkt er momsfritaget, jf. momslovens § 13, stk. 1, nr. 8, men udlejning af erhvervsejendomme registreres ofte frivilligt, jf. momslovens § 51. Skal afklares, om det er tilfældet. [↑](#footnote-ref-2)
3. Hvis udlejer tillige skal kunne kræve forbedringsforhøjelser, jf. EL § 31, skal der tages forbehold herfor. [↑](#footnote-ref-3)
4. Overvej krav til garantistillende bank, eksempelvis systemisk vigtig bank [↑](#footnote-ref-4)
5. Fravigelse/uddybning af EL § 47, stk. 1 [↑](#footnote-ref-5)
6. Bemærk fravigelse af EL § 46, stk. 2 [↑](#footnote-ref-6)
7. Undersøg bekendtgørelse om energimærkning af bygninger (ved udarbejdelsen bekg. nr. 673 af 25. juni 2012) for afklaring af, om ejendommen er omfattet af pligt til energimærkning eller undtaget – se særligt bekendtgørelsens §§ 3-5 [↑](#footnote-ref-7)
8. Det bør overvejes, om lejen alternativt skal indeholder skatter og afgifter, jf. EL §§ 10-12. I så fald skal udgangspunktet for fremtidige reguleringer angives, jf. EL § 5, stk. 4. [↑](#footnote-ref-8)
9. Bestemmelsen er primært velegnet ved enkeltbrugerejendomme [↑](#footnote-ref-9)
10. Hvis lejemålet overtages nyopført bør der indføjes særskilt regulering af hvorledes ændringer m.v. i forhold til indretningsbeskrivelse håndteres. [↑](#footnote-ref-10)
11. Der bør tilvejebringes og vedlægges den for den relevante kommune gældende fejeerklæring, jf. vejrenholdelseslovens kapitel 7 (nr. 1103 af 16.09.2010 hhv. § 84i lov om private fællesveje. [↑](#footnote-ref-11)
12. Primært relevant for enkeltbrugerejendom. Hvis flerbruger, bør udlejer forestå ren- og vedligeholdelse (evt. mod lejernes refusion af omkostningen). [↑](#footnote-ref-12)
13. Overvej om hensyn til lejers virksomhed nødvendiggør indskrænkning af udlejers ret til at foretage arbejder, ex. i forbindelse med julehandel etc. [↑](#footnote-ref-13)
14. NB – fravigelse af EL § 26, stk. 1 i lejers favør [↑](#footnote-ref-14)
15. Bilagshenvisning opdateres baseret på angivelsen i punkt 10.1 [↑](#footnote-ref-15)
16. Der ses ofte bestemmelser om tvisteløsning om kapitalseringsværdien efter skønslignende regler. [↑](#footnote-ref-16)