

LEASE REVIEW AND NEGOTIATION:

ITEMS TO CONSIDER BEFORE YOU SIGN THAT LEASE

JULY 26, 2023

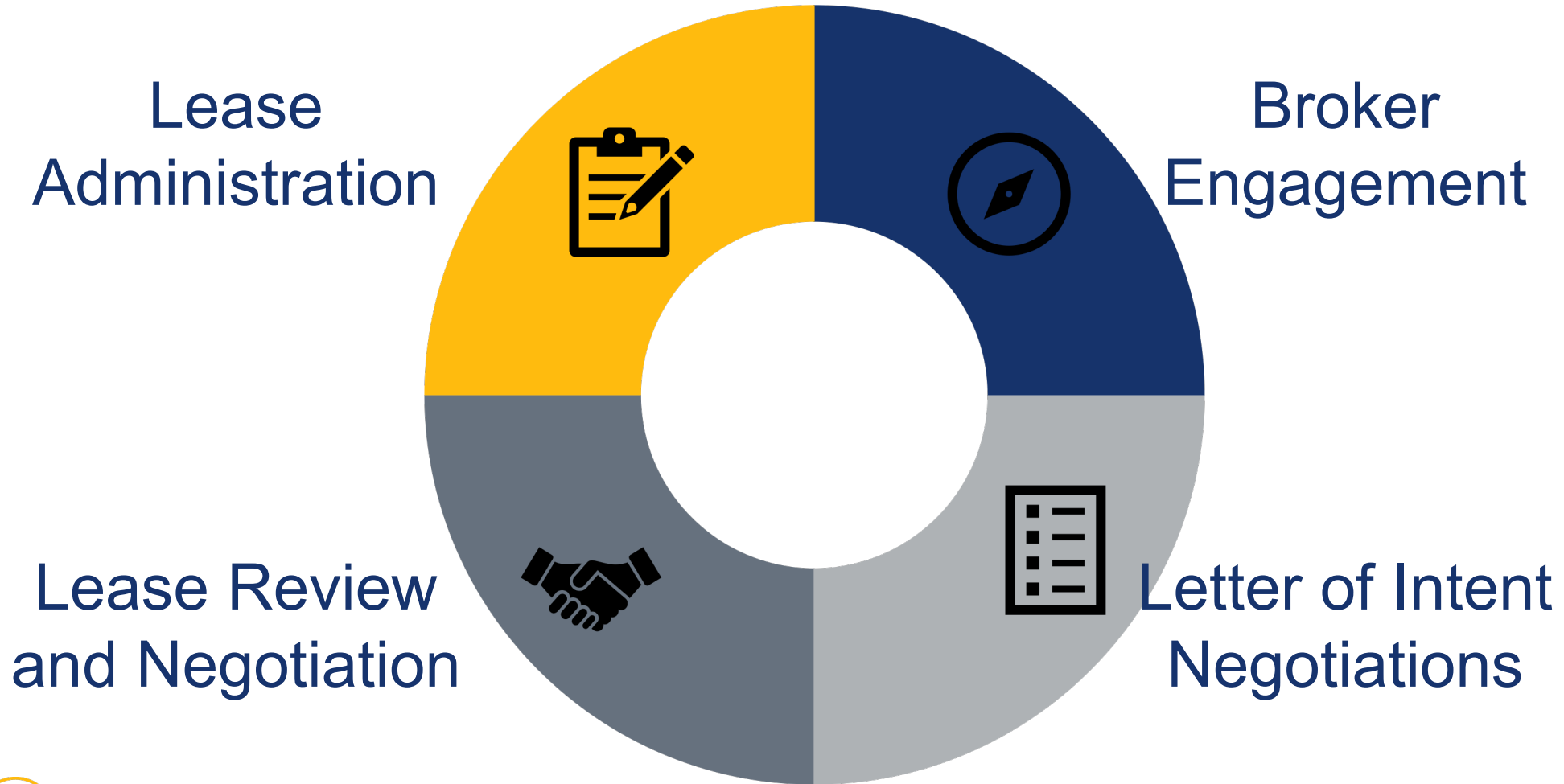
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Lifecycle of a Lease Transaction



CRE Brokers – Market Makers



- Experienced Brokers –
 - Understand Market Conditions
 - Have Existing Relationships with Landlords/Developers
 - Strategic Partner for Company Needs



Letter of Intent Negotiations



- Broker Driven; Attorney Oversight
 - Tenant Allowance Review/Coordination
 - Assignment Flexibility
 - Permitted Use
 - Non-Binding “Agreement to Agree”



Lease Review and Negotiations



- Party Leverage / Deal Dynamics
- Landlord Form Document
- Focus on Essential Issues
 - Keep “Powder Dry” for Pocketbook Items – Pay Close Attention to Limit Restrictions & Save Costs



Important Lease Terms to Consider



- Rent Commencement Date
- Alterations to Premises
- Assignment and Subletting (Exit Strategies)
- Concessions
- Operating Expenses
- Notice and Cure Rights
- Insurance



Lease Provisions Warranting Revision

- Access – Require reasonable notice during business hours
- Holdover / Surrender or Premises – “normal wear and tear excepted”
- Permitted Use – is the permitted use broad enough to accommodate current use?
- Relocation Right – Resist
- Security Interest in Personal Property – Resist



Lease Administration - Best Practices

Property
Management
Contact/
Landlord Rep.

Summary of
Important Dates

Lease
Renewal
Considerations



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Thank you!

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