

**MODEL
CLAUSE**

Get Defaulting Tenant's Rent from Subtenant

Here's a Model Clause you can insert into a Consent to Sublease Agreement giving you the right to collect rent directly from a subtenant when a tenant who has subleased its lease doesn't pay rent or defaults on another lease obligation. Speak to your attorney about adapting the provision to your own circumstances.

LANDLORD OPTION TO COLLECT RENT FROM SUBTENANT

- a. Landlord to Receive Rent from Subtenant.** In the event Tenant breaches any of the terms and provisions of this Lease, Landlord shall have the right to elect to receive directly from Subtenant all sums due or payable to Tenant by Subtenant under the Sublease, and upon receipt of written notice from Landlord referencing this Section, Subtenant shall thereafter pay to Landlord any and all sums becoming due or payable under the Sublease.
- b. Tenant to Receive Corresponding Credit.** Tenant shall receive from Landlord a corresponding credit for such sums against any payments then due or thereafter becoming due from Tenant.
- c. No Implied Relationship Between Landlord and Subtenant.** Neither the giving of such written notice to Subtenant nor the receipt of such direct payment from Subtenant shall cause Landlord to assume any of Tenant's duties, obligations, and/or liabilities under the Sublease, nor shall such event impose upon Landlord any duty or obligation to honor the Sublease nor subsequently to accept Subtenant's attornment.