

**MODEL LEASE
CLAUSE**

Set Rules for Tenant Use of Office Building Conference Center

An aesthetically pleasing and well-equipped conference center that's available to all tenants for business events can be a powerful amenity enabling landlords to not only attract and retain quality tenants but also charge higher rents. While primarily used at office buildings, the vibrant conference center can also be a game changer for owners of shopping centers and other properties shared by multiple business tenants. But like any other common facility, the conference center must be operated in a fair, orderly, and legally compliant fashion. The starting point is to create lease provisions establishing appropriate rules, limitations, and procedures governing the tenant's use of the center. Here's a Model Lease Clause that, with the help of an attorney, you can adapt to your own needs and situation.

TENANT USE OF BUILDING CONFERENCE CENTER

WHEREAS, Landlord has established a Conference Center ("Center") that it generally makes available to all tenants, Tenant agrees that in consideration for the right to access and use the Center, Tenant (when used herein, "Tenant" shall refer to Tenant's officers, directors, employees, independent contractors, customers, clients, business associates, and agents) shall comply with all of the following terms and conditions set forth below and that Tenant's failure to do so shall be reasonable grounds for Landlord to terminate said right of Tenant to access and use the Center:

- 1. No Tenant Defaults.** Tenant shall have the right to access and use the Center only if it is fully compliant with all of its rental and other obligations under the Lease. Tenant agrees that being in material default of its Lease obligations shall be grounds for Landlord to deny Tenant its Center use and access rights and privileges.
- 2. Tenant's Compliance.** In using the Center, Tenant shall, at Tenant's sole expense, comply with:
 - (a)** All laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Center;
 - (b)** Any directive, order, or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation due to conditions that may have been created by or at the request or insistence of Tenant, or required by reason of a breach of any of Tenant's obligations under the Lease or by or through other fault of Tenant; and
 - (c)** All insurance requirements applicable to the Center, including as set forth in Sections 10 and 11 below.In the event Tenant receives notice of any such directive, order, citation, or of any violation of any law, order, ordinance, regulation, or any insurance requirement, Tenant shall promptly notify Landlord in writing of such alleged violation and furnish Landlord with a copy of such notice.
- 3. Tenant's Use.** Tenant shall not use or permit the Center, or any part thereof, to be used in violation of any applicable law, regulation, or ordinance, or of the certificate of occupancy issued for the Building or the Center, or any document of record that encumbers the Building, and shall immediately discontinue any use of the Center that is declared by any governmental authority having jurisdiction to be in violation of law or of said certificate of occupancy. Tenant shall not use or permit the Center to be used for any purposes that interfere with the use and enjoyment of the Building by Landlord or the other tenants, or which violate the requirements of any insurance company insuring the Building or its contents, or which, Landlord in its sole discretion determines, impairs the reputation of the Building. Tenant shall refrain from and discontinue such use immediately upon notice from Landlord.
- 4. Availability of Center Space.** Landlord shall make the Center available for use BY BUILDING TENANTS ONLY in accordance with the following rules, procedures, and protocols.
- 5. Reservation of Center Space.** Tenant must make reservations to use Center space at least [insert # of days, weeks, or months] in advance for events to take place during business hours of 7 a.m. and 7 p.m., Monday to

Friday, and at least [*insert # of days, weeks or months*] in advance for events to take place at all other times. Requests for reservations must describe the proposed event to be held in the Center and part of the Center requested for the event and list the date, hours (including time to set up the Center for the event and clean up after it ends), estimated head count, and any special Center space and/or equipment needs for the event. Reservation requests that do not list all of the required information shall not be approved. The maximum amount of time that Tenant may reserve the Center for a single event is [*insert # of hours*] for events to take place during business hours of 7 a.m. and 7 p.m., Monday to Friday, and [*insert # of hours*] for events to take place at all other times.

- 6. Confirmation & Cancellation.** Tenant shall reply to and carry out the instructions contained in all emails requesting confirmation of its reservation within 48 hours of receiving them. Any failure by Tenant to provide timely confirmation as requested shall be deemed a cancellation of the reservation. In the event Tenant decides not to hold the scheduled event as planned, Tenant shall promptly notify Landlord that it is cancelling the reservation. Tenant shall provide notice of cancellation to Landlord no later than forty-eight (48) hours of the date of the scheduled Center event. Failure to provide timely notification of cancellation or to show up for a reserved event shall result in the imposition of a cancellation fee of [*list amount or means of calculating cancellation fee*].
- 7. Center Space Configuration.** Upon receiving timely confirmation from Tenant, Landlord shall ensure that the Center space is configured to the specifications listed in the Tenant's reservation at least 24 hours in advance. In the event Tenant does not specify any special space configuration needs in its reservation requests and confirmations, the Center shall be set to its default configuration. Landlord shall not be required to change Center space configurations during the event.
- 8. Equipment.** Landlord shall deliver Center space for events "as-is" with existing audio-visual (AV) and other equipment deemed "plug-and-play." Prior to the event, Tenant shall be responsible for inspecting the space, confirming that the equipment is working properly or, if not, notifying Landlord of any equipment that is not working properly so that Landlord may replace it or effect repairs. Landlord shall not be responsible or liable if the equipment does not function properly during the event. Nor shall Landlord's staff be responsible for providing equipment support services during events. Accordingly, Tenant shall make prior arrangements if it requires equipment assistance during an event. Tenant shall turn off and leave all of the microphones, adapters, A/V cords, and other equipment it borrows in a neat and orderly fashion after the event and shall be liable for a charge of [*list amount*] for any Center equipment that is missing or damaged.
- 9. Decorations.** Tenant shall not hang anything from the ceiling or light fixtures, or attach anything to the walls, including, without limitation, sticky tape. Altering the appearance of rooms by taping, pinning, nailing, or fastening any items in any manner to the walls, doors, and/or ceilings is prohibited. Tenant is permitted to place decorations on top of tables, provided that it removes all such decorations immediately after the event.
- 10. Catering of Center Events.** Tenant shall be permitted to use outside catering vendors for its Center events, provided that no later than forty-eight (48) hours prior to the event Tenant submits to Landlord a current Certificate of Insurance (COI) for each vendor documenting coverage of no less than:
 - (a) Bodily Injury Liability of \$1,000,000 per occurrence;
 - (b) Property Damage Liability of \$1,000,000 per occurrence; and
 - (c) Fire Legal Liability \$1,000,000 per occurrence.

Tenant and its caterers shall be responsible for cleanup and removal of all food and supplies provided for the Center event. Landlord shall have the right to dispose of any such items left overnight.

- 11. Serving of Alcohol During Center Events.** Tenant shall be permitted to serve alcoholic beverages during reserved Center events, provided that no later than forty-eight (48) hours prior to the event Tenant submits to Landlord a current COI for each alcohol serving vendor documenting that they are properly licensed to serve alcohol and have Liquor Liability coverage of at least \$1,000,000. Tenant and its caterers shall be solely responsible for controlling the serving of alcoholic beverages in accordance with all applicable laws and ensur-

ing that guests consume alcohol only in the Center and that no alcohol is removed from the Center. All alcoholic beverages shall be dispensed by a non-drinking server [*and shall be limited to beer and wine*]. Alcoholic beverages shall not be served to minors under age 18 or to any person who is or behaves in a way that creates reasonable suspicion of being impaired as a result of alcohol. Tenant shall provide Landlord with evidence that it has secured dram shop insurance with total limits of liability for bodily injury, loss of means of support, and property damage because of each occurrence of not less than Three Million Dollars (\$3,000,000).

- 12. Rules of Conduct During Center Events.** Conduct that is illegal or unreasonably interferes with the normal, safe, orderly, and efficient operation of or any other persons' use or enjoyment of the Center or any other part the Building is strictly prohibited and Tenant shall be responsible for ensuring that all of its employees, guests, vendors, visitors, and others who use the Center during its reserved events adhere to the following rules of conduct:
 - (i)** Smoking, vaping, or any other consumption of tobacco or illegal substance in the Center is strictly prohibited;
 - (ii)** Guests and children under the age of 18 must be accompanied by a Tenant employee at all times while using the space;
 - (iii)** All individuals must follow the required sign-in and sign-out protocols when entering the Building to access the Center;
 - (iv)** Profane language, lewd behavior, violence, and harassment of any person in the Center are strictly prohibited;
 - (v)** All Center occupants must wear shirts, shoes, and appropriate clothing;
 - (vi)** All guests coming to a Center event must comply with Building parking, security, sanitation, and fire protocols;
 - (vii)** Loud music is not permitted in the Center;
 - (viii)** Pets are not permitted in the Center except for assistance animals.
- 13. Cleaning.** Tenant shall restore the Center to its original configuration and condition after the event, including via ensuring the removal of all outside equipment, trash, materials, etc. Landlord may impose a [*list \$ amount*] charge on Tenant for failing to meet these requirements.
- 14. No Landlord Liability.** Tenant agrees that its use of the Center shall be at Tenant's sole risk and that neither Landlord nor its agents shall be liable for any injuries, liabilities, damages, expenses, causes of action, suits, claims, judgments, and/or costs whatsoever arising out of or connected with Tenant's use of the Center.
- 15. Hold Harmless.** In addition to any provisions in its lease with Landlord, Tenant agrees to indemnify and hold harmless Landlord, and its respective affiliates, from and against all claims, losses, damages, liabilities, or expenses incurred (including attorney's fees) as a result of Tenant's use of the Center.
- 16. Additional Landlord Rights.** Landlord reserves the right to add, modify, or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment and optimal operation of the Center by all Building tenants.