

## MODEL LEASE CLAUSE

### Limit Sidewalk Usage

The following clause was drafted by New York City attorney A. Barry Levine. Use it when a tenant requests the right to use the sidewalk at your center as a sales and display area.

The clause gives the tenant to right to use a portion of the sidewalk in

front of its store, but with certain limits. Paragraph a lists those limits. Paragraph b voids the tenant's right to use the sidewalk if it violates any of the limits in Paragraph a.

Show this clause to your attorney.

### SIDEWALK SALES

**a. Limits on Sidewalk Usage.** So long as Tenant is not in default of any of the provisions of this Lease, Tenant shall have the right to use the sidewalk in front of and adjacent to the Premises for the sale and display of Tenant's merchandise, but only in accordance with the following terms and conditions:

- (i) **Time Limit.** Such sales and displays shall be conducted no more than [*insert #, e.g., 4*] times per calendar year, upon at least [*insert #, e.g., 10*] days' prior written notice to Landlord, and for no more than [*insert #, e.g., 4*] consecutive days per time;
- (ii) **Consistent with Affiliate's Sales.** Such sales and displays must be in accordance with the other sales and displays of Tenant and its affiliates conducted at their other locations;
- (iii) **Only Authorized Merchandise.** Tenant shall neither sell nor display any merchandise which Tenant is not authorized to sell or display by the terms of this Lease. In addition, Tenant shall sell and display merchandise only in the manner required by this Lease;
- (iv) **Portion of Sidewalk.** The sales and displays may be conducted only on the sidewalk directly in front of and contiguous to the Premises and shall occupy no more than [*insert #, e.g., 50*] percent of the linear frontage of the sidewalk adjoining the Premises and no more than [*insert #, e.g., 50*] percent of the depth of the sidewalk, as shown on Exhibit [*insert #*] attached to this Lease;
- (v) **Condition of Sales and Displays.** All such sales and displays shall be maintained in a neat, clean, and orderly condition;
- (vi) **Signs and Banners.** There shall be no exterior signs or banners relating to such sales or displays except as permitted in writing by Landlord;
- (vii) **No Interference.** Such sales and displays shall not interfere with pedestrian traffic; and
- (viii) **Holiday Season.** Such sales and displays shall not occur during the months of October, November, and December.

**b. Termination of Sidewalk Use.** If, in Landlord's sole discretion, Tenant has failed to comply with any of the terms of Paragraph a hereof, then, upon [*insert #, e.g., 3*] days' prior written notice by Landlord, Tenant's right, pursuant to Paragraph a hereof to use the sidewalk as a sales and display area, shall immediately become null and void.