

## MODEL LEASE CLAUSE

### Get Tenant to Pay for Removal of Abandoned Wires

The following lease clause was drafted with the help of New York City attorney Jeffrey A. Moerdler. This clause gives you the option to remove—or have the tenant remove—any electric or telecommunications wires the tenant installs in the building’s plenums and risers or at the space, and to charge the tenant for your costs.

Paragraph a gives you the option of removing any or all of the wires yourself, having the tenant remove them, or keeping them. Paragraph b requires the tenant to comply with all laws relating to abandoned wires. Paragraph c says the tenant will transfer clear title to the wires to you, and the wires will be in good con-

dition. Paragraph d lets you keep the security deposit until the tenant pays—or reimburses you—for the costs of removing the wires or you elect to keep them. Paragraph e lets you tap the security deposit for your costs if the tenant doesn’t reimburse you. Paragraph f says that you’re not barred from suing the tenant even if you tap the security deposit. Paragraph g says the clause survives the lease.

Ask your attorney about adding this clause to the lease where you give the tenant the right to install the wires. **Get this Model Lease Clause online: enter KEY # CLLI0005**

#### REMOVAL OF ELECTRICAL AND TELECOMMUNICATIONS WIRES

- a. Landlord May Elect to Either Remove or Keep Wires.** Within [insert #, e.g., 30] days after the expiration or sooner termination of the Lease or at any time that any of the Wires (as defined below) are no longer in active use by Tenant, Landlord may elect (“Election Right”) by written notice to Tenant to:
- (i) Retain any or all wires, cables, and similar installations appurtenant thereto (“Wires”) installed by Tenant within the Premises or anywhere in the Building outside the Premises, including, without limitation, the plenums or risers of the Building;
  - (ii) Remove any or all of the Wires and restore the Premises or the Building, as the case may be, to their condition existing prior to the installation of the Wires (“Wire Restoration Work”). Landlord, at its option, may perform such Wire Restoration Work at Tenant’s sole cost and expense; or
  - (iii) Require Tenant to perform all or part of the Wire Restoration Work at Tenant’s sole cost and expense.
- b. Compliance with Laws and Discontinuance of Wire Use.** Tenant shall comply with all applicable laws with respect to the Wires, subject to Landlord’s right to elect to retain the Wires. In the event that Tenant discontinues the use of all or any part of the Wires or is no longer using all or any part of the Wires, Tenant shall within [insert #, e.g., 30] days thereafter notify Landlord of same in writing, accompanied by a plan or other reasonable description of the current type, quantity, points of commencement and termination, and routes of the Wires to allow Landlord to determine if Landlord desires to retain same.
- c. Condition of Wires.** In the event Landlord elects to retain any or all of the Wires (pursuant to Paragraph a(i) hereof), Tenant covenants that:
- (i) Tenant shall be the sole owner of the Wires, Tenant shall have the sole right to surrender the Wires, and the Wires shall be free of all liens and encumbrances; and
  - (ii) All Wires shall be left in good condition, working order, properly labeled and capped or sealed at each end and in each telecommunications/electrical closet and junction box, and in safe condition.
- d. Landlord Retains Security Deposit.** Notwithstanding anything to the contrary in Clause [insert # of security deposit clause], Landlord may retain Tenant’s Security Deposit after the expiration or sooner termination of the Lease until one of the following events has occurred with respect to all of the Wires:
- (i) Landlord elects to retain the Wires pursuant to Paragraph a(i);
  - (ii) Landlord elects to perform the Wire Restoration Work pursuant to Paragraph a(ii) and the Wire Restoration Work is complete and Tenant has fully reimbursed Landlord for all costs related thereto; or
  - (iii) Landlord elects to require Tenant to perform the Wire Restoration Work pursuant to Paragraph a(iii) and the Wire Restoration Work is complete and Tenant has paid for all costs related thereto.
- e. Landlord Can Apply Security Deposit.** In the event that Tenant fails or refuses to pay all costs of the Wire Restoration Work within [insert #, e.g. 30] days of Tenant’s receipt of Landlord’s notice requesting Tenant’s reimbursement for or payment of such costs or otherwise fails to comply with the provisions of this Clause, Landlord may apply all or any portion of Tenant’s Security Deposit toward the payment of any costs or expenses relative to the Wire Restoration Work or Tenant’s obligations under this Clause.
- f. No Limit on Right to Sue.** The retention or application of such Security Deposit by Landlord pursuant to this Clause does not constitute a limitation on or waiver of Landlord’s right to seek further remedy under law or equity.
- g. Survival.** The provisions of this Clause shall survive the expiration or sooner termination of the Lease.