

Include Four Modifications to Cut Your Liability for Crimes or Terrorism

The following lease clause was drafted by San Francisco attorney Richard C. Mallory and Los Angeles attorney Anton N. Natsis. This clause includes four modifications to the standard office building safety clause. Use this clause if you're worried that a criminal or terrorist act could harm your building or its tenants.

Paragraph a says that you'll provide access control—not security—services at your building. Paragraph b

limits your liability for damage caused by access control personnel. Paragraph c refers to your building safety protocols. Paragraph d says that the tenant may install its own security system at its space. You'll need to define “Comparable Buildings” elsewhere in the lease.

Show this clause to your attorney before putting it into your lease.

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BUILDING SAFETY

a. ACCESS CONTROL SERVICES

Landlord shall provide access control services consistent with such services in Comparable Buildings. Such services shall include the hiring of [*insert #, e.g., 24*]-hour a day, [*insert #, e.g., 7*] days a week, [*insert #, e.g., 365*] days a year on-site access control personnel.

b. NO LIABILITY

Although Landlord agrees to provide such access control personnel in Paragraph a hereof, notwithstanding anything to the contrary contained in this Lease, neither Landlord nor the “Landlord Parties,” as that term is defined in Clause [*insert #*] hereof, shall be liable for, and Landlord and the Landlord Parties are hereby released from any responsibility for, any damage either to person or property (specifically including any damage or injury resulting from a criminal or terrorist attack) sustained by Tenant incurred in connection with or arising from any acts or omissions of such access control personnel.

c. BUILDING SAFETY PROTOCOLS

Landlord shall maintain the access control services as are set forth in Exhibit [*insert # of Building Safety Protocols exhibit*] to this Lease (“Building Safety Protocols”), the terms of which are hereby incorporated in this Lease to the same extent as if fully set forth herein. Landlord shall have the right, in its sole and absolute discretion, to add to, change, or delete any of the access control services listed in the Building Safety Protocols upon [*insert #*] days' prior notice to Tenant.

d. TENANT'S SECURITY SYSTEM

Subject to Clauses [*insert #s, e.g., of alterations and surrender clauses*] hereof, Tenant may, at its own expense, install its own security system (“Tenant's Security System”) in the Premises; *provided, however*, that Tenant shall coordinate the installation and operation of Tenant's Security System with Landlord to assure that Tenant's Security is compatible with Landlord's access control services and the Building Systems and to the extent that Tenant's Security System is not compatible with Landlord's access control services and the Building Systems, as Landlord determines in its sole discretion, Tenant shall not be entitled to install or operate Tenant's Security System. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, maintenance, operation, and removal of Tenant's Security System.