

## MODEL LEASE CLAUSE

### **Incorporate Work Rules into Lease**

This Model Lease Clause, drafted by New Jersey attorney Marc L. Ripp, gives the owner the right to approve any contractors the tenant hires to work in its space and requires approved contractors to abide by the owner's work rules, which can be attached as a schedule to the lease. Show this clause to your attorney before adapting it for use in your leases.

#### **CONTRACTORS**

Tenant agrees that any contractor, subcontractor, laborer, materialman, or service provider who is not an Approved Contractor (hereinafter defined) may not perform any alterations, Additions, Renovations, Improvements, Repairs, Replacements, or maintenance to the Demised Premises. An "Approved Contractor" shall mean a reputable, bonded, qualified, licensed, properly insured, and first-class general contractor hired by Tenant in writing to perform work in the Demised Premises who has first been approved in writing by Landlord, which approval may be withheld or conditioned, at Landlord's sole and absolute discretion, for any reason whatsoever. Tenant further agrees that: (1) Landlord shall in no way be responsible for the quality or completeness of any work performed by an Approved Contractor; and (2) all work in the Demised Premises shall be performed at Tenant's expense in strict compliance with and subject to all applicable provisions of the Lease, including, but not limited to, (i) those relating to alterations, insurance, and compliance with laws; (ii) the Contractor Rules, attached hereto as Schedule A; and (iii) all other rules, regulations, practices, procedures, protocols, or directives that may be promulgated by Landlord at any time and from time to time. Upon Landlord's demand, Tenant shall pay Landlord as additional rent a fee established by Landlord for any supervisory, administrative, and/or coordination services that Landlord may (but shall not be obligated to) perform in connection with any work performed within the Demised Premises.