

MODEL LEASE CLAUSE

Keep Assigning Tenant Liable

The following clause, drafted by New York City attorney Jacob Bart, helps you when a tenant assigns a lease. It prevents the tenant from escaping its lease responsibilities just because you and the assignee modified the lease.

Add this language to a standard lease clause that says a tenant and

assignee will be “jointly and severally” liable after a lease assignment. Use the optional language in brackets if the tenant wants protection from taking on unexpected lease obligations or restrictions.

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

MODIFICATION FOLLOWING ASSIGNMENT

The joint and several liability of Tenant named herein and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released, or impaired by any:

- a. Agreement that modifies any of the rights or obligations of the parties under this Lease;
 - b. Stipulation that extends the time within which an obligation under this Lease is to be performed;
 - c. Waiver of the performance of an obligation required under this Lease;
- or

d. Failure to enforce any of the obligations set forth in this Lease; *[optional: provided, however, that:*

(i) In the case of any modification of this Lease made after the date of an assignment or other transfer of this Lease by Tenant, if such modification increases or enlarges the obligations of Tenant or reduces the rights of Tenant, then Tenant named herein and each respective assignor or transferor shall not be liable under or bound by such increase, enlargement, or reduction; and

(ii) In the case of any waiver by Landlord of a specific obligation of an assignee or transferee of Tenant, such waiver shall also be deemed a waiver of such obligation with respect to the immediate and remote assignors or transferors of such assignee or transferee].