

MODEL LEASE CLAUSE

Bar Tenant from Demanding Damages, Other Remedies for Power Outages

The following clause was drafted by Sacramento attorney Thomas F. Stewart. Use this clause to protect yourself if a tenant's power supply is interrupted. As always, show this clause to your attorney before incorporating into your leases.

INTERRUPTION OF SERVICE

- a. No liability.** Landlord shall in no way be liable for any loss, expense, or damage (whether direct or indirect) that Tenant may sustain or incur by reason of any change, failure, interference, disruption, interruption, or defect in the supply or character of the electric energy furnished to the Premises or [Building/Center], regardless of its duration, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternative Service Provider is no longer available or suitable for Tenant's requirements.
- b. No remedies.** Additionally, any such change, failure, interference, disruption, interruption, defect, unavailability, or unsuitability mentioned in Paragraph a above shall not:
 - i. Constitute an actual or constructive eviction of Tenant, in whole or in part;
 - ii. Entitle Tenant to any abatement or diminution of Rent, Additional Rent, or any costs due from Tenant pursuant to this Lease;
 - iii. Relieve or release Tenant from any of its obligations under this Lease; or
 - iv. Entitle Tenant to terminate this Lease.
- c. Waiver.** Tenant hereby waives all benefits of any applicable existing or future Law permitting the termination of the Lease due to any such change, failure, interference, disruption, interruption, defect, unavailability, or unsuitability as mentioned in Paragraph a above.