

MODEL LEASE LANGUAGE

Reserve Right to Change Center Later

Don't be surprised if a prospective tenant insists on reviewing a *detailed* site plan of a shopping center before it agrees to sign a lease. But beware of including a detailed site plan in the lease—it can limit your ability to run your center the way you want to. If you don't have the right to modify the site plan without the tenant's consent, it could try to stop any new construction or changes to the center that might benefit you. Including a site plan disclaimer on the site plan attachment to your lease will leave room for you to make necessary changes to your center in the future. Adapt this language for your lease after consulting with your attorney.

SITE PLAN DISCLAIMER

1. This site plan is diagrammatic only, is intended only to show the general location of the premises as of the date of this lease, and is not intended to show the exact leasing lines of the premises, nor the exact configuration, number, location, and size of the tenants, occupants, improvements, buildings, or common areas of the shopping center, nor the exact dimensions of the shopping center.
2. The configuration, number, location, and size of any improvements, buildings, or common areas on this site plan may vary from time to time from their actual configuration, number, location, and size. Any references to store names on this site plan shall in no manner constitute any kind of representation or warranty as to present or future occupancy of spaces at the shopping center by such stores, and landlord does not make any representation or warranty with respect to any other matters shown in this site plan.
3. Further, landlord reserves the right to modify this site plan, in whole or in part, to:
 - a. Change, add, relocate, or eliminate the size, shape, nature, and identity of any improvements, buildings, or common areas shown herein; and/or
 - b. Change or eliminate the name of any tenant or the nature or use of any tenancy shown on this site plan.