

MODEL LEASE CLAUSE

Get Tenant's Agreement to Ban on Exclusives at Your New Center

The following clause was drafted by Denver attorney Neil B. Oberfeld. Use it if you want to ban exclusives at your new center.

Paragraph a says that the tenant agrees it has no exclusive and in return won't be subject to any exclusives. Paragraph b says that you haven't signed any other lease that grants exclusives to which the tenant would be subject. Paragraph c gives

you the option to grant exclusives to new tenants in the future. Paragraph d sets out the terms of the tenant's exclusive use if you decide to grant exclusives to others.

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

NO EXCLUSIVES

- a. No Exclusive Uses at Center.** Tenant agrees that it shall not be granted any exclusive use nor have the right to any other competitive business exclusive or use restriction at the Center for the benefit of Tenant, its successors, assignees, or subtenants. In consideration thereof, Landlord agrees that neither Tenant nor any of its successors, assignees, or subtenants shall be subject to any exclusive or use restriction granted to or for the benefit of any other tenant or occupant of the Center that would prohibit Tenant or its successors, assignees, or subtenants from selling or displaying any items or lines of merchandise set forth in Clause [insert # of tenant's permitted use clause].
- b. Landlord's Representation.** Subject to Paragraph c hereof, Landlord agrees that it has not entered into and will not enter into a lease, license, or other occupancy agreement with, nor shall it lease or permit occupancy in the Center by, any tenant, subtenant, assignee, or other occupant which has imposed or proposes to impose any exclusive or other use restriction on Tenant or its successors, assignees, or subtenants that would prohibit Tenant or its successors, assignees, or subtenants from selling or any items or lines of merchandise set forth in Clause [insert # of tenant's permitted use clause].
- c. Future Exclusive Uses.** Notwithstanding the provisions of Paragraph b hereof, at any time in the future, the parties hereto agree that Landlord may elect to grant an exclusive use right to a new tenant or occupant of the Center. In such event, Landlord agrees that:

 - (i) The exclusive use right of such new tenant or occupant of the Center shall apply neither to Tenant, nor to its successors, assignees, and subtenants; and
 - (ii) Landlord shall require that such new tenant or occupant and all subsequent tenants and occupants of the Center agree to be bound by Tenant's Exclusive Use (as defined herein).
- d. Definition.** For purposes of this Lease, "Tenant's Exclusive Use" shall mean [insert terms of tenant's exclusive use].