

MODEL LEASE CLAUSE

Require Tenant to Pay Unaccrued Rent

The following Model Lease Clause was drafted by Chicago attorney Neil T. Neumark. It lets you force a tenant to pay unaccrued rent after you terminate the lease or the tenant's possession of the space. Add the clause to your lease where it lists your remedies if the tenant defaults under the lease.

Paragraph a makes the tenant liable for unaccrued rent. Paragraph b lets you recover the unaccrued rent from the tenant. (You'll have to define "Termination Notice" elsewhere in the lease.)

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

CLLI0063

SAVINGS CLAUSE

- a. **Liability for Unaccrued Rent.** If *[insert if state law permits: Landlord terminates this Lease or]* Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, as provided in Clause *[insert # of remedies clause]* of this Lease, such termination of *[Lease/possession]* shall not release Tenant, in whole or in part, from Tenant's obligation to pay Rent and any other amounts due and owing under this Lease for the full Lease Term.
- b. **Recovery of Unaccrued Rent.** Landlord shall have the right from time to time, to recover from Tenant, and Tenant shall remain liable for all Rent and any other amounts due and owing under this Lease not theretofore paid pursuant to Paragraph a hereof and any other sums thereafter accruing as they become due under this Lease during the period from the date of Termination Notice through the Expiration Date.