

MODEL LEASE CLAUSE

List Conditions for Professional Affiliate Sublease

A professional affiliate sublease clause, by which an office building owner gives a tenant the right to sublet an agreed-upon portion of its space to professional affiliates without its consent, should include certain limitations, such as a limit on the percentage of space that may be sublet.

Keep in mind that the limitations in your professional

affiliate sublease clause will vary, depending largely on the type of tenant that is negotiating the right and the type of professional affiliate that it would sublet to. Show the following lease provisions—provided by Chicago real estate attorney Neil Neumark—to your attorney before using them in your professional affiliate sublease clause.

PROFESSIONAL AFFILIATE SUBLEASES

Notwithstanding anything contained in this Article [*insert #*] to the contrary, Tenant may without Owner's prior written consent, enter into one or more subleases (each, a Professional Affiliate Sublease) with one or more persons or entities who or which are: [*insert professional affiliate type, e.g., attorneys, physicians, accountants, dentists, psychologists, business affiliates of Tenant*] (each, a Professional Affiliate and collectively, the Professional Affiliates) for the lease of one or more individual offices in the Premises; provided, that:

1. In no event may Tenant sublease more than [*insert #*] individual offices or more than [*insert %*] of the rentable area of the Premises to Professional Affiliates without the prior written consent of Owner;
2. Tenant gives Owner not less than thirty (30) days' prior written notice of each Professional Affiliate Sublease;
3. Tenant delivers to Owner not later than ten (10) days prior to the commencement date of the term of each Professional Affiliate Sublease: (a) a complete and correct copy of such Professional Affiliate Sublease; and (b) certificates of insurance evidencing that the Professional Affiliate thereunder is covered under Tenant's commercial general liability insurance required under Article [*insert #*] of this Lease or, alternatively, certificates of insurance evidencing that the Professional Affiliate thereunder has commercial general liability insurance coverage required under Article [*insert #*] of this Lease and naming Owner and Building Manager as additional insureds;
4. The applicable subleased premises physically remains within and a part of the Premises (and is not separately demised from the Premises by way of separate demising walls and a separate entry door(s));
5. The use of the subleased premises by the Professional Affiliate shall be only for the uses permitted under this Lease and consistent with Tenant's use of the Premises;
6. The applicable Professional Affiliate shall not be identified on the suite entry door signage for the Premises nor on the tenant directory in the lobby of the Building, without the prior written consent of Owner;
7. Tenant shall not be released from any liability under this Lease (whether past, present, or future) by reason of any Professional Affiliate Sublease; and
8. Each Professional Affiliate Sublease shall be subject to all of the terms and provisions of this Lease.