

MODEL LEASE CLAUSE

Get Tenant's Indemnification for Illegal Exclusive

To protect yourself financially from accusations that the exclusive you gave to a tenant violates an anti-trust law, make the tenant indemnify you. The following lease clause is based on a clause used by Kitchell Development Company.

Paragraph a requires the tenant to pay for your costs if you're accused of violating the law in connection with an exclusive. Paragraph b ends the exclusive if it's found to violate the law.

Show this clause to your attorney before using it.

TENANT'S INDEMNIFICATION

- a. **Indemnification of Landlord.** If the Exclusive Use or Tenant's or Landlord's enforcement of same violates, or is alleged or claimed to violate, any federal, state, or local anti-trust law or other law, governmental rule, or regulation, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, cost, damages, and expenses (including, but not limited to, reasonable attorney's fees) asserted against or suffered by Landlord resulting from any liability or obligation of Landlord, arising out of, or in connection with, such violation, or alleged or claimed violation.
- b. **Unlawful Exclusive Use Is Void.** In the event that the Exclusive Use is found to violate any federal, state, or local anti-trust law or other law, governmental rule or regulation, the Exclusive Use shall immediately become void and be of no further effect.