

## MODEL LEASE CLAUSE

### Set Key Protections on Building Name and Signage

The following clause was drafted by New York City attorney Stuart D. Byron. Use it to protect yourself if you agree to grant special building name and signage privileges to a major tenant.

Paragraph a allows the tenant to place its name and signage on the building. Paragraph b sets the signage requirements. Paragraph c requires the tenant to pay signage costs. Paragraph

d discusses when you can end the tenant's signage privileges and remove the tenant's name from the building. Paragraph e discusses signage removal and its costs. Paragraph f covers other tenants' signage.

Show this clause to your attorney before you adapt or use it.

#### NAME AND SIGNAGE

- a. Building Name and Signage.** Subject to provisions of this Clause, Landlord shall grant Tenant the nonexclusive right to place signage identifying the tenancy of Tenant ("Signage") on the Building.

For purposes of this Clause, "Tenant" shall mean only the original party who signed this Lease on the execution date as the tenant.

- b. Signage.** Tenant hereby covenants and agrees that:

- (i) The size, dimensions, material, content, design, construction, location, and method of installation of the Signage shall be as depicted in Exhibit [insert #], attached hereto. Any changes or additions to such exhibit shall require Landlord's prior written consent;
- (ii) Tenant shall be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules, and regulations, including any action or rule of any landmark commission having jurisdiction;
- (iii) Tenant, at its sole cost and expense, shall obtain and comply with all consents, approvals, and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction;
- (iv) Tenant, at its sole cost and expense, shall insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; and
- (v) Tenant, at its sole cost and expense, shall clean and maintain all Signage on a regular basis so as to ensure that the Signage retains an attractive appearance at all times.

- c. Associated Costs.** Tenant shall:

- (i) Pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing, and replacing (if necessary) the Signage; and
- (ii) Be permitted to illuminate the Signage (excluding any signage in the Building's interior); *provided, however,* that Tenant pays all costs of such illumination, which costs shall include, without limitation, the installation, operation, maintenance, repair, and replacement of bulbs and ballasts ("Lighting Costs"). If any of the Lighting Costs are invoiced to Landlord, such costs shall become immediately due upon invoice to Tenant therefor from Landlord.

- d. Removal of Name by Landlord.** In the event that Tenant:

- (i) Leases and occupies, in the aggregate, less than [insert #] rentable square feet of the Building;
- (ii) Sublets, in the aggregate, more than [insert #] rentable square feet of the Premises;
- (iii) Assigns this Lease;
- (iv) Has another office building in [insert name of city where the premises are located] named for it; or
- (v) Is in default of this Lease under Clause [insert #] hereof;

Then, upon not less than [insert #, e.g., 30] days' prior notice, Landlord may, but is not required to, terminate Tenant's rights and privileges pursuant to this Clause and remove Tenant's name from the Building.

- e. Removal of Signage.** Upon the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, or upon termination of Tenant's rights and privileges in accordance with Paragraph d hereof:

- (i) If Landlord desires that the Signage be removed, Tenant shall, at Tenant's sole cost and expense, remove the Signage and restore and repair all parts of the Building affected by the installation or removal of the Signage, to the condition existing prior to its installation or to a condition reasonably acceptable to Landlord; or
- (ii) If Landlord does not then desire that the Signage be removed, such Signage shall remain until such time as Landlord shall desire that it be removed, in which event Landlord shall remove the Signage and repair and restore all damage caused by such removal, and such removal, repair, and restoration costs shall be deemed Additional Rent, due and payable by Tenant upon invoice therefor from Landlord.

The provisions of this Paragraph e shall survive the expiration or earlier termination of this Lease.

- f. Other Tenants' Signage.** Landlord shall be permitted to grant to other tenants of the Building the right to install signage on or in the Building.