

## Keep Control over Tenant's Wi-Fi Use

The following clause was drafted by New York City real estate and telecommunications attorney Jeffrey A. Moerdler. It includes protections in the lease in case a tenant offers its employees and clients or customers Wi-Fi access in its space.

Paragraph a gives the tenant the right to install a Wi-Fi network in its space. Paragraph b prohibits the tenant from soliciting other tenants to use its Wi-Fi network. Paragraph c prohibits the tenant's Wi-Fi network from interfering with your or other

tenants' telecommunications equipment in the building or center. Paragraph d allows the use of expedited arbitration to settle disputes concerning the tenant's Wi-Fi interference. Paragraph e says other tenants and telecommunications service providers may have Wi-Fi rights in the building or center.

Show this clause to your attorney before putting it into your lease. **CLLI0018**

### WI-FI ACCESS

- a. Wi-Fi.** Tenant shall have the right to install a wireless intranet, Internet, and communications network (also known as "Wi-Fi") within the Premises for the use of Tenant and its employees and [*clients/customers*] (the "Network") subject to this Clause and all the other clauses of this Lease as are applicable.
- b. No solicitation.** Tenant shall not solicit, suffer, or permit other tenants or occupants of the [*Building/Center*] to use the Network or any other communications service, including, without limitation, any wired or wireless Internet service that passes through, is transmitted through, or emanates from the Premises.
- c. Interference.** Tenant agrees that Tenant's communications equipment and the communications equipment of Tenant's service providers and contractors located in or about the Premises or installed in the [*Building/Center*] to service the Premises including, without limitation, any antennas, switches, or other equipment (collectively, "Tenant's Communications Equipment") shall be of a type and, if applicable, a frequency that will not cause radio frequency, electromagnetic, or other interference to any other party or any equipment of any other party including, without limitation, Landlord, other tenants, or occupants of the [*Building/Center*] or any other party. In the event that Tenant's Communications Equipment causes or is believed to cause any such interference, upon receipt of notice from Landlord of such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within 24 hours (or a shorter period if Landlord believes a shorter period to be appropriate) then, upon request from Landlord, Tenant shall shut down the Tenant's Communications Equipment pending resolution of the interference, with the exception of intermittent testing upon prior notice to and with the approval of Landlord.
- d. Arbitration.** If there is a dispute between Landlord and Tenant as to any such interference, then, and only in such event, either party may submit such dispute to expedited arbitration in accordance with the terms of Clause [*insert # of expedited arbitration clause*] of this Lease, except that the chosen arbitrator(s) shall be (an) engineer(s) having at least [*insert #, e.g., 10*] years of experience in telecommunications.
- e. Acknowledgment.** Tenant acknowledges that Landlord has granted and/or may grant lease rights, licenses, and other rights to various other tenants and occupants of the [*Building/Center*] and to telecommunications service providers.