

## MODEL LEASE CLAUSE

### Specify Ownership and Use of Abandoned Fixtures, Furniture, and Equipment

The following clause was drafted by New York City attorney A. Barry Levine. Use it if a previous tenant has abandoned its fixtures, furniture, and/or equipment in the space.

Paragraph a requires the tenant to acknowledge the presence, ownership, and condition of all fixtures, furniture, and equipment (which the clause then refers to as “FF&E”) in the space. Paragraph b requires the tenant to repair and maintain the FF&E.

Paragraph c requires the tenant to get your approval to replace or add to the FF&E. Paragraph d requires the tenant to return the FF&E when the lease expires or terminates. Paragraph e holds the tenant responsible for any damage to the FF&E.

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

## EXISTING FIXTURES, FURNITURE, AND EQUIPMENT

- a. **Acknowledgment.** Tenant acknowledges and agrees that:
  - (i) The Premises contains certain fixtures (including so-called trade fixtures), furniture, and equipment (the “FF&E”), as more specifically described on Exhibit [*insert #*] annexed hereto and made a part hereof;
  - (ii) Landlord has made no representations or warranties whatsoever as to the title or condition of the FF&E;
  - (iii) Tenant has examined the FF&E and accepts same in its “as-is” condition in all respects;
  - (iv) Tenant may use the FF&E unless and until Tenant is otherwise notified in writing by Landlord that Tenant may no longer use all or any portion of the FF&E;
  - (v) Tenant shall neither sell nor transfer all or any portion of the FF&E;
  - (vi) Landlord, upon at least [*insert #, e.g., 5*] business days’ prior written notice to Tenant, may enter the Premises and remove all or any portion of the FF&E; and
  - (vii) The Minimum Rent and Additional Rent payable by Tenant pursuant to this Lease, does not include any charge whatsoever for Tenant’s use of the FF&E. Accordingly, if all or any portion of the FF&E is removed by Landlord or is otherwise no longer available for use by Tenant, there shall not be a reduction in or abatement of the Minimum Rent or the Additional Rent payable by Tenant hereunder.
- b. **Repairs and Maintenance.** Tenant shall repair and maintain the FF&E throughout the term of this Lease, at its sole cost and expense.
- c. **Replacements and Improvements.** Tenant shall neither replace any of the FF&E nor add any improvements to the FF&E, without Landlord’s prior, written approval. Tenant shall make all approved replacements and improvements at its sole cost and expense.
- d. **Return of FF&E.** Upon the expiration or sooner termination of this Lease, Tenant shall return the FF&E, and all replacements and improvements thereto, if any, to Landlord in good order and condition (normal wear and tear excepted).
- e. **Liability.** Tenant shall be solely responsible and liable for any damage done to all or any portion of the FF&E by Tenant, its agents, employees, contractors, invitees, or licensees.