

MODEL LEASE CLAUSE

Add Limitation of Liability Clause to Lease

The following provision is based on language provided by Womble Carlyle Sandridge & Rice, PLLC. You may use it to limit your exposure to lawsuits stemming from a tenant or subtenant's economic loss or total loss of its business. Show this clause to your attorney before putting it into your lease.

OWNER'S LIABILITY; TENANT'S RISK; AND WAIVER OF CLAIMS

Except as (and to the extent that) the same may be caused directly by Owner's gross negligence or willful misconduct, Owner and its Representatives shall not be liable for, and Tenant hereby releases and relieves Owner and its Representatives from, all liability for any Losses or Claims in connection with any and all loss of life, personal injury, damage to or loss of property, or loss or interruption of business, or loss of use occurring to Tenant or any Tenant Party or any other Person claiming by, through, or under any of them, in or about or arising out of the Premises from:

- (a) any fire, snow, other casualty, accident or occurrence, or event or condition in or upon the Premises;
- (b) any defect in or failure of (i) Utility Services and Systems or equipment, or any other systems at the Premises, and (ii) the elevators, stairways, railings, or walkways of the Premises;
- (c) or by natural physical conditions on the Premises, whether on the surface or underground, including instability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, or other physical event;
- (d) any steam, fire, sewage, sewage gas, odors, roof leaks, gas, oil, water, rain, snow, or frost that may leak into, or issue or flow from, any part of the Premises from the drains, pipes, or plumbing, sewer, or installation of same, or from any other place or quarter;
- (e) the breaking, bursting, stopping, leaking, or disrepair of any pipes, faucets, wires and windows, installations and equipment, or any Utility Services and Systems, or from any other cause of whatever nature;
- (f) the falling of any fixture of any wall or ceiling materials;
- (g) broken glass;
- (h) latent or patent defects in the Premises;
- (i) the exercise of any rights by Owner under the terms of this Lease;
- (j) any acts or omissions of the other Tenants or occupants of the Premises;
- (k) any acts or omissions of other Persons;
- (l) any acts or omissions of Owner and/or its Representatives; and
- (m) theft, Act of God, civil commotion, public enemy, terror, injunction, riot, strike, insurrection, war, court order, or any other of any Governmental Entity having jurisdiction over the Premises or any other cause beyond the reasonable control of the Owner or the Administration or from any other cause of whatever nature, and shall apply without distinction as to the Person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind.