

**MODEL LEASE
CLAUSE****Get the Right Lease Protections from
Tenants that Install Split A/C Units**

Standard HVAC equipment provisions aren't enough to protect landlords when tenants want to use split A/C units that must be installed through the walls and partially hang outside the building. Split A/C units may look unsightly, generate excessive noise, fall, or cause harm to the building's structural integrity. That's why landlords should get special lease provisions imposing appropriate restrictions, qualifications, and conditions on the tenant's use of such equipment. Here's a Model Lease Clause created by a leading New York City leasing attorney that you can adapt, including for other types of HVAC, digital, or electrical equipment.

SPLIT A/C UNIT: TENANT RIGHTS AND RESPONSIBILITIES

- 1. Tenant Right to Install.** Tenant may install no more than one split air conditioning unit ("Split A/C Unit") and Tenant agrees that:
 - (i)** the cost, and all responsibility for, the Split A/C Unit and all labor, materials, and service related directly or indirectly to the Split A/C Unit, including, but not limited to, electricity consumption, repairs, and maintenance, is solely borne in full by Tenant;
 - (ii)** the installation and the Split A/C Unit itself are first class in all respects and strictly comply with all applicable terms of this Lease;
 - (iii)** the Split A/C Unit and its operation strictly comply with all applicable legal requirements, including, but not limited to, those relating to mandatory minimum distances away from windows; and
 - (iv)** the installation, including all parts, labor, services, plans, specifications, and identity of the installation contractor, has first been approved in writing by Landlord.
- 2. Tenant Duty to Maintain.** Tenant, at its sole cost and expense, shall at all times maintain, repair, adjust, and, if necessary, replace the Split A/C Unit in a first-class manner pursuant to all applicable laws and in accordance with any directives and instructions promulgated by Landlord, which may, by way of example only, relate to matters such as aesthetics, noise attenuation, or any other concern Landlord may have regarding the Split A/C Unit. Tenant alone shall be solely responsible for the operation and efficacy of the Split A/C Unit. Tenant shall, at its expense, strictly comply with any rules, regulations, directives, practices, procedures, and protocols that Landlord may promulgate at any time and from time to time with regard to any aspect of the Split A/C Unit.
- 3. Tenant Duty to Cover.** Tenant agrees at its sole expense to fully and securely cover the Split A/C Unit so as to completely prevent any cold air, moisture, rain, snow, or insects from entering the demised premises through the openings in the wall created by the Split A/C Unit.
- 4. Tenant Duty to Remove.** Tenant shall at its sole expense remove the Split A/C Unit at the expiration or earlier termination of the Lease and Tenant shall at its sole expense repair any damage to the outside wall and the interior wall, or any other part of the Building affected by the Split A/C Unit, caused by such removal.
- 5. Tenant Duties Respecting Maintenance Contract.** Tenant, at its sole expense, shall deliver to Landlord within thirty (30) days after the date hereof for Landlord's prior written approval a copy of a maintenance and service contract executed by Tenant and a professional and reputable commercial air conditioning contractor, acceptable to Landlord, evidencing a commitment on the part of such contractor to regularly and routinely service, maintain and repair at Tenant's sole expense and in a first-class manner the Split A/C Unit (the "Split A/C Unit Maintenance Contract"). Tenant, at its expense, shall keep the Split

A/C Unit Maintenance Contract in place and in full force and effect at all times during the term of the Lease, including any renewals or extensions thereof. Tenant shall give Landlord upon its demand proof evidencing, to the satisfaction of Landlord, that Tenant has timely paid in full all bills due under the Split A/C Unit Maintenance Contract. No later than thirty (30) days prior to the expiration or earlier termination of the Split A/C Unit Maintenance Contract, Tenant shall give Landlord a copy of the fully executed renewal or extension of the Split A/C Unit Maintenance Contract, together with proof evidencing to the satisfaction of Landlord, that Tenant has timely paid in full all bills due under said renewal or extension. Tenant may not terminate or amend the Split A/C Unit Maintenance Contract without the prior written consent of Landlord.