

**MODEL LEASE  
CLAUSE**

## Ensure Tenant Business Receptions Don't Disturb Office Building Ambience

Hosting receptions and other social events for customers, clients, and associates may be an important part of a tenant's business. Accordingly, tenants may want the right to do so within the office space they lease from you. While this is a reasonable demand, there's also a danger that tenant receptions will get boisterous, loud, rowdy, or otherwise incompatible with the professional atmosphere you work so hard to cultivate.

The solution: Let the tenant hold receptions as long as it agrees to follow specific ground rules. Here's a Model Lease Clause based on language created by a New York City attorney representing the landlord of a trophy office building in intense negotiations. While specifically addressed to tenant receptions in office buildings, ask your attorney to adapt the clause for any other situations in which a tenant's use inside the leased premises might disturb or disrupt other tenants in the building, center, or facility.

### TENANT RIGHT TO HOST RECEPTIONS IN LEASED PREMISES

Receptions in Leased Premises: Tenant may hold up to four (4) private receptions in any given twelve (12) consecutive month period in the Leased Premises, provided that Tenant complies with all of the following terms and conditions:

1. Tenant shall furnish Landlord at least five (5) days' prior written notice of the date on which such reception is to occur;
2. Tenant shall cause the reception to occur entirely within the Leased Premises;
3. Tenant shall cause the reception to begin no earlier than 5:00 p.m. and to end no later than 9:00 p.m. on the same date;
4. Tenant shall prohibit the presence of more than \_\_\_\_ (\_\_\_\_) persons within the Leased Premises at any given moment during the reception;
5. **Option A:** Tenant shall ensure that no alcohol, liquor, beer, wine, or spirits of any kind are served, consumed, or made available in the Leased Premises during the reception;

**Option B:** Tenant shall be permitted to serve alcoholic beverages during receptions, provided that no later than forty-eight (48) hours prior to the event Tenant submits to Landlord a current Certificate of Insurance for each alcohol-serving vendor documenting that they are properly licensed to serve alcohol and have Liquor Liability coverage of at least \_\_\_\_ (\$\_\_\_\_). Tenant and its caterers shall be solely responsible for controlling the serving of alcoholic beverages in accordance with all applicable laws and ensuring that guests consume alcohol only in the Leased Premises and that no alcohol is removed from the Building. All alcoholic beverages shall be dispensed by a non-drinking server [and shall be limited to beer and wine]. Alcoholic beverages shall not be served to minors under age 18 or to any person who is or behaves in a way that creates reasonable suspicion of being impaired as a result of alcohol. Tenant shall provide Landlord with evidence that it has secured dram shop insurance with total limits of liability for bodily injury, loss of means of support, and property damage because of each occurrence of not less than \_\_\_\_ (\$\_\_\_\_).

6. Tenant shall ensure that dignified decorum is maintained at all times during each reception and that all guests:
  - a. Refrain from conduct which is illegal or unreasonably interferes with the normal, safe, orderly, and efficient operation of or any other persons' use or enjoyment of the Building;
  - b. Refrain from smoking, vaping, or any other consumption of tobacco or illegal substances;
  - c. Refrain from engaging in any lewd behavior, violence, and harassment of any person;
  - d. Follow the required sign-in and sign-out protocols when entering the Building to access the Leased Premises to attend the reception; and
  - e. Comply with Building parking, security, sanitation, and fire protocols;
7. Prior to, during, and after each reception, Tenant shall prohibit congregating or loitering outside the Lease Premises, in the lobby or hallways of the Building, or outside the entrance to the Building;
8. Tenant shall strictly follow, at its sole expense, all additional rules, regulations, directives, procedures, and/or protocols that Landlord may elect to promulgate at any time and from time to time, such as, but not limited to, requiring that Tenant provide additional insurance, furnish security, clean all affected areas, and otherwise comply with any governmental regulation, or with any mandate that Landlord determines, at Landlord's sole discretion, is necessary to foster and maintain a first-class atmosphere in the Building.