

**MODEL LEASE
CLAUSE****Tenant Obligation to Screen Unsightly Rooftop Equipment**

The equipment that tenants install on the roof of a commercial building or facility may create a potential eyesore that the landlord wants to cover up. Here's a Model Lease Clause you can use to require tenants to install a fence, screen, or other structure to conceal their ugly equipment at their sole cost and expense to the extent you demand it. The clause also specifies that the installation, construction, use, maintenance, and removal must comply with all applicable laws and landlord demands while requiring the tenant to get your prior written approval before undertaking any work involving the screening device or structure. Consult your attorney about tailoring the clause to your own circumstances.

CONCEALMENT OF ROOFTOP EQUIPMENT

- 1.** Tenant Duty to Install and Pay for Screen. In the event that Landlord grants permission for Tenant to use the roof of the Building for the purposes of erecting *[list the type of rooftop equipment installed, e.g., cooling towers or generators]* and Tenant uses the roof for said purpose, then Tenant, at its sole cost and expense, shall install any screening device(s) or structure(s) requested by Landlord at any time to ensure that the *[list the type of rooftop equipment installed, e.g., cooling towers or generators]* cannot be viewed by the public, and:
 - a.** Screen must comply with all laws. The installation, construction, use, maintenance, repair, and removal of such screening device(s) or structure(s) shall comply with all applicable governmental and quasi-governmental laws, rules, regulations, and standards, as well as with any requirements that Landlord may establish from time to time; and
 - b.** Prior approval of plans. Tenant shall obtain Landlord's prior written approval of all plans and specifications for such screening device(s) or structure(s).