

**MODEL
CLAUSE****Ensure Right to Share of Tenant's Non-Disclosed Sublease or Assignment Profits**

Tenants may try to hide the real profits they make from a subtenant/assignee from their landlords, especially if the lease gives the landlord the right to a share of profits from sublease/assignment arrangements. Add a provision like the Model Clause below to the Consent Agreement that (1) requires the tenant (and subtenant/assignee) to affirm that there's no consideration that the lease requires the tenant to report and pay to the landlord; and (2) obligates the tenant to immediately report and pay 100 percent of any such future consideration. The Model Clause was created by a New York City leasing attorney; speak with your own attorney about it adapting it for your own situation.

TENANT AND ASSIGNEE/SUBLESSEE HEREBY JOINTLY AND SEVERALLY REPRESENT, WARRANT, AND COVENANT TO LANDLORD THAT:

(Tenant has neither received nor is entitled to receive, and Assignee/Sublessee has neither paid nor is required to pay, any consideration that Tenant is obligated under Section ____ of the Lease to:

- a.** report to Landlord; and
- b.** pay to Landlord under said Section ____ [*insert Section requiring Tenant to pay Landlord a share of sublease/assignment profits*]; and
- c.** If, on or after the date hereof, Tenant ever receives, or ever becomes entitled to receive, or if Assignee/Sublessee ever pays, or ever becomes required to pay, any such consideration, then, Tenant shall immediately report such consideration in writing to Landlord and pay Landlord immediately as additional rent 100 percent of such consideration.

Tenant and Assignee/Sublessee agree that the terms of this Section shall survive the expiration or earlier termination of the Lease.