

**MODEL
SURRENDER
DECLARATION****Assurance that Space Is Vacant & Unencumbered**

The second prong of the good guy guaranty surrender declaration strategy is to create the actual document for the tenant to sign upon vacating the space. Here's a Model Surrender Declaration created and used successfully by a New York City leasing attorney. Speak to your attorney about tailoring it to your own circumstances.

SURRENDER DECLARATION

SURRENDER DECLARATION dated this ____ day of _____, 20__, by _____, a corporation having an office at _____ ("Tenant")

WITNESSETH

WHEREAS, _____ ("Landlord") and Tenant have entered into a certain written lease agreement (the "Lease") dated _____, 20__, under which Landlord leased to Tenant certain premises (the "Premises") located at _____ as more fully described in the Lease, for a term scheduled to terminate _____ years after the commencement of the Lease, at the rental and additional rental and upon the covenants, conditions, provisions, and agreements contained in such Lease; and

WHEREAS, Tenant desires to surrender the Premises effective as of the date this Declaration and all keys to Premises are delivered to Landlord (hereinafter referred to as the "Surrender Date").

NOW, THEREFORE, in consideration of the premises, Tenant hereby declares, covenants, and agrees as follows:

- 1. Surrender of Premises.** Effective as of the Surrender Date, Tenant hereby surrenders to Landlord all of Tenant's rights, title, and interest in and to the Premises and the Lease, together with all fixtures, alterations, installations, additions, and improvements in and to said Premises, to the intent and purpose that the estate of Tenant in and to the Premises shall be wholly extinguished as of the Surrender Date.
- 2. Tenant's General Representations.** Tenant hereby warrants and represents to Landlord that nothing has been done or suffered by Tenant whereby the Lease, the Premises, or the estate of Tenant in and to said Premises or any part thereof, have been encumbered in any way whatsoever; that Tenant has good right to surrender the same; and that no one other than Tenant has acquired through or under Tenant any right, title, or interest in and to the Lease or the term and estate thereby granted or in and to all or any part of the Premises covered by the Lease including, without limitation, all alterations, installations, additions, and improvements in and to said Premises.
- 3. Representations on Brokerage.** Tenant further warrants and represents to Landlord that it has not dealt with any real estate agent or broker in connection with the Declaration and/or Premises, that the Declaration was not brought about or procured through the use or instrumentality of any agent or broker. Tenant agrees and covenants to indemnify and hold Landlord harmless from and against any and all claims for commissions and other compensation made by any agent(s) and/or broker(s) related to any dealings between Tenant and any agent(s) and/or broker(s), together with all costs and expenses incurred by Landlord in defending such claims including, without limitation, attorney's fees.
- 4. Tenant's Continuing Liability.** The delivery of this Surrender Declaration to Landlord shall not affect any liability or obligation of Tenant under the Lease and should not be construed or interpreted as limiting, diminishing, or otherwise reducing any liability or obligation that Tenant would otherwise have under the Lease if this Surrender Declaration had not been delivered to Landlord.
- 5. Successors and Assigns.** The covenants, conditions, provisions, and agreements contained in this Declaration shall bind Tenant, its successors, and assigns and inure to the benefit of Landlord and its successors and assigns.

IN WITNESS WHEREOF, Tenant has executed this Declaration as of the day and year first above written.

Tenant Signature: _____