

**MODEL LEASE
CLAUSE**

Require Non-Refundable Fee to Process Assignment or Sublease Requests

It takes time, money, and effort to process tenants' assignment and sublease requests. While the due diligence process is inevitable and crucial to your legal duty not to withhold consent unreasonably, it's also fair that you should ask tenants to cover some of the costs. In addition to spreading the financial burden, charging a non-refundable fee discourages tenants from proposing assignments or subleases that they know you probably won't approve. Here's a Model Lease Clause that you can adapt with the help of your attorney.

ASSIGNMENT/SUBLEASE PROCESSING FEE

- a. Processing Fee for Each Request.** Notwithstanding anything contained in the Lease to the contrary, Landlord shall not be obligated to entertain or consider any request by Tenant to consent to any proposed assignment of this Lease or sublease of all or any part of the Leased Premises, unless each request by Tenant is accompanied by a non-refundable fee payable to Landlord in the amount of \$[insert fee amount] to cover Landlord's administrative, legal, and other costs and expenses incurred in processing Tenant's requests.
- b. No Obligation to Give Consent.** Neither Tenant's payment nor Landlord's acceptance of the foregoing fee is intended and shall not be construed as imposing any obligation whatsoever upon Landlord to consent to Tenant's proposed assignment or sublease request.
- c. Partial Refund If Consent Granted.** [Optional] In the event that Landlord gives consent to a proposed assignment of this Lease or sublease of all or any part of the Leased Premises, then Landlord shall refund to Tenant [insert #]% of such fee within thirty (30) days after the later of: (i) the effective date of the proposed assignment or sublease; or (ii) the date upon which the new tenant opens for business.