

## MODEL CLAUSE

### Set Limits on Tenant's Rights of Constructive Eviction

To help avoid claims of constructive eviction even when you're diligent in maintaining your property, ask your attorney to adapt for your leases the following clause, which sets three key limits on tenants' rights.

#### CONSTRUCTIVE EVICTION

- a. Landlord Right to Notice and Opportunity to Cure.** Tenant shall not be entitled to claim a constructive eviction from the Premises unless and until it first notifies Landlord in writing of the condition(s) it alleges give rise to said rights; if the Tenant's allegations would be, in fact, grounds for constructive eviction, Tenant may not exercise said rights unless Landlord fails to remedy such conditions within thirty (30) days after receipt of said notice. In the event that such default cannot be cured within the above 30-day period and Landlord is diligently attempting to cure it, Landlord shall be afforded additional time in order to cure or remedy the default.
- b. Temporary Service Disruptions.** Tenant acknowledges that over the course of the lease, building services may be temporarily disrupted by Landlord to make necessary repairs or improvements or as a result of circumstances or causes beyond Landlord's reasonable control. Tenant agrees that such disruptions shall not constitute a violation of the Tenant's right of quiet enjoyment giving rise to constructive eviction or of any other provision of the lease and that Landlord shall not be liable to Tenant in damages therefor.
- c. Temporary Inconveniences Related to Construction.** Tenant acknowledges that construction and other work undertaken by Landlord to maintain, repair, and improve the Premises may temporarily create noise, dusts, obstructions, and other conditions that interfere with Tenant's business operations. Landlord promises to use commercially reasonable efforts to keep the main entrance and all access points around the Premises free from obstructions during the work and minimize the disruptive effect of such work on Tenant's business. Tenant agrees that the above cited inconveniences caused by the construction work shall not constitute a violation of the Tenant's right of quiet enjoyment giving rise to constructive eviction or of any other provision of the lease and that Landlord shall not be liable to Tenant in damages therefor.