

This Agreement maximizes Landlord rentals and cost reimbursement from Shopping Mall Tenants. This is the form you need if you are a Shopping Mall Landlord and you want to lease Shopping Mall space to tenants.

# Form Outline Shopping Mall Lease

#### **Article I - Fundamental Lease Provisions**

#### Article II - Exhibits

#### Article III - Premises

Section 3.1 - Description and Conditions

Section 3.2 - Floor Area

Section 3.3 - Relocation or Termination

#### Article IV - Term

Section 4.1 - Duration

Section 4.2 - Acceptance of the Premises

Section 4.3 - Tenant's Certificate and/or Certificate of Occupancy

Section 4.4 - Surrender of the Premises

#### Article V - Rental

Section 5.1 - Rent Commencement Date

Section 5.2 - Minimum Annual Rental

Section 5.3 - Taxes, Insurance Expenses and General Common Charges

Section 5.4 - Percentage Rental

Section 5.5 - Statement of Gross Sales

Section 5.6- Additional Rent

Section 5.7 - Failure to Pay Items Required Under Article 5

Section 5.8 - Address for Payments

Section 5.9 - Payment of Rental in the Event of Rent Restrictions

#### Article VI - Definition of "Gross Sales"

#### Article VII -

Section 7.1 - Permitted Uses

Section 7.2 - Duties and Prohibited Conduct

Section 7.3 - Sorting and Separation of Refuse and Trash

Section 7.4 - Conduct Subject to Prior Approval

Section 7.5 - Deliveries

Section 7.6 - Licenses/Permits for the Operation of Tenant's

#### Need Help? Have Questions?

Call

904-285-2521 x25

for FREE help with your form selection.

#### **Contract Review**

If you make changes to your contract and would like to have it reviewed by a Technology Lawyer, you can request a review for a Fixed Price.

See WebSite for Details

(continued)

#### Business

## **Article VIII - Utilities and Air Conditioning**

Section 8.1 - Utilities and Air Conditioning

Section 8.2 - Reserved Easement

Section 8.3 - Utilities Charge

Section 8.4 - Adjustment to Utilities Charge

Section 8.5 - Air Conditioning Charge

Section 8.6 - Calculation of Air Conditioning Charge

Section 8.7 - Adjustment of Air Conditioning Charge

Section 8.8 - Tenant's Engineered Value

Section 8.9 - Failure to Pay

Section 8.10 - No Liability

Section 8.11 - Payment of Utility Costs to Utility Company

## Article IX - Indemnity; Insurance

Section 9.1 - Indemnity by Tenant

Section 9.2 - Tenant's Insurance Obligations

Section 9.3 - Landlord's Insurance Obligation

Section 9.4 - Mutual Waivers of Rights

Section 9.5 - Insurance Use Restrictions

#### Article X - Title of Premises

## **Article XI - Tenant's Right to Make Improvements**

Section 11.1 - Improvements

Section 11.2 - Construction Requirements

Section 11.3 - Insurance for Improvements

#### Article XII - Mechanics' Liens

Section 12.1 - Tenant's Covenants

Section 12.2 - Contest of Lien

Section 12.3 - Landlord's Right to Cure

Section 12.4 - Notice of Lien

Section 12.5 - Notice of Non-Responsibility

## Article XIII - Advertising Media

Section 13.1 - Signs

Section 13.2 - Advertising Media

Section 13.3 - Sign Criteria

## **Article XIV - Personal Property: Fixtures**

Section 14.1 - Removal and Replacement

Section 14.2 - Fixtures

(continued)

Section 14.3 - Landlord's Security Interest

Section 14.4 - Personal Property Taxes

## **Article XV - Occupancy Transactions**

Section 15.1 - Definitions

Section 15.2 - Restrictions

Section 15.3 - Condition Precedent

Section 15.4 - Procedures

Section 15.5 - Documentation and Expense

Section 15.6 - Consideration to Landlord

Section 15.7 - Nullity

### **Article XVI - Operation Covenants**

Section 16.1 - Operating Covenants

Section 16.2 - Operating Days and Hours

Section 16.3 - New Locations

## Article XVII - Repairs and Maintenance

Section 17.1 - Tenant's Obligations

Section 17.2 - Landlord's Obligations

Section 17.3 - Tenant's Failure to Maintain

Section 17.4 - Right to Enter

### **Article XVIII - Reconstruction**

Section 18.1 - Insured Casualty

Section 18.2 - Uninsured Casualty

Section 18.3 - Construction Provisions

Section 18.4 - Release of Liability

Section 18.5 - Abatement of Rent

Section 18.6 - Major Destruction

#### **Article XIX - Common Area and Operating Costs**

Section 19.1 - Definitions

Section 19.2 - Optional Expense for Special Work

Section 19.3 - Operating Expenses

Section 19.4 - Method of Payment

Section 19.5 - Control of Common Area

Section 19.6 - Security Guards: Indemnity

Section 19.7 - Rules and Regulations

Section 19.8 - Air Conditioning System Covenant

## Article XX - Bankruptcy; Involuntary Transfers

Section 20.1 - Right of Termination

Section 20.2 - Request for Information

(continued)

## **Article XXI - Defaults by Tenant; Remedies**

Section 21.1 - Events of Default

Section 21.2 - Notices

Section 21.3 - Landlord's Rights and Remedies

Section 21.4 - Landlord's Damages

Section 21.5 - Fixtures and Personal Property

Section 21.6 - No Waiver

## Article XXII - Defaults by Landlord

#### Article XXIII - Eminent Domain

Section 23.1 - Taking Resulting in Termination

Section 23.2 - Partial Taking

Section 23.3 - Award

Section 23.4 - Transfer Under Threat of Taking

## **Article XXIV - Attorney Fees**

## Article XXV - Sale or Mortgage by Landlord

Section 25.1 - Sale or Mortgage

Section 25.2 - Release on Sale

#### Article XXVI - Subordination; Attornment; Estoppel

Section 26.1 - Subordination

Section 26.2 - Attornment

Section 26.3 - Estoppel Certificate

### **Article XXVII - Quiet Enjoyment**

## Article XXVIII - Marketing and Advertising

Section 28.1 - Promotion

Section 28.2 - Tenant's Promotional Assessment

Section 28.3 - Method of Payment; Adjustment

Section 28.4 - Landlord's Contribution

Section 28.5 - Special Assessments

Section 28.6 - Advertising Fund

Section 28.7 - Tenant's Advertising Assessment

Section 28.8 - Method of Payment

Section 28.9 - Tenant Advertising

Section 28.10 - Initial Assessment

Section 28.11 - Indemnity by Tenant

#### Article XIX - Captions and Terms

Section 29.1 - Reference Only

(continued)

Section 29.2 - Parties

#### Article XXX - Notices

Section 30.1 - Notices

Section 30.2 - Default Notices

## **Article XXXI - Obligations of Successors**

#### Article XXXII - Consent of Landlord

## **Article XXXIII - Security Deposit**

Section 33.1 - Payment

Section 33.2 - Application

Section 33.3 - Transfer of Landlord's Interest

# Article XXXIV - Special Provisions Applicable Only if Landlord is or Becomes Real Estate Investment Trust

Section 34.1 - Management of the Shopping Center

Section 34.2 - Amendment to Article 5

Section 34.3 - Amendment to Article 19

Section 34.4 - Amendment to Article 28

Section 34.5 - Real Estate Investment Trust Tax Provisions

## **Article XXXV - Consumer Price Index Adjustments**

#### **Article XXXVI - Miscellaneous**

Section 36.1 - Relationship of the Parties

Section 36.2 - Severability

Section 36.3 - Warranty of Authority

Section 36.4 - Entire Agreement

Section 36.5 - Right to Lease

Section 36.6 - Governing Law

Section 36.7 - Waiver or Consent Limitation

Section 36.8 - Force Majeure

Section 36.9 - Waiver of Rights of Redemption

Section 36.10 - Labor Disputes

Section 36.11 - Nondiscrimination

Section 36.12 - Project Abandonment/Termination of Master Lease

Section 36.13 - Amendments

Section 36.14 - Right to Enter

Section 36.15 - Time of Essence

Section 36.16 - Rate of Interest

Section 36.17 - Conflict

## **Top 10 Reasons Why You Should Use Our Contracts:**

Increase Sales - Our contract templates for Sellers of Technology Services and Products structure the Seller/Buyer relationship to maximize revenue and increase sales for the Seller.

Control Costs - Our contract templates for Buyers of Technology Services and Products structure the Buyer/Seller relationship to give the Buyer control over the Seller budget and overall performance costs.

**Reduce Liability -** Our contract templates put cost control in your hands and include terms which will help you reduce liability and risk.

**Attention to Details -** Our contract templates are complete drafts that can be tailored to your needs. We offer free instructions, checklists and video walk-throughs highlighting key issues.

**Legal Experience -** We are a technology law firm that focuses on representing clients in e-Business. We have more than fifteen years of experience in technology law and serve as public advocates for technology policy issues.

Draughon Lawyers - Should you ever have a legal form or contract challenged, who better to represent you than the author of the contract? We provide free negotiating advice to help you accomplish your goals. We know our forms inside and out. What happens if you purchase a form elsewhere? You're on your own!

**Free Consultation** - Each form purchased includes a Free Consultation with a technology lawyer at Draughon Professional Association. Click here to learn more.

No "Legalese" 
Our forms use short, compact sentence structures and definitions. Sections are topical and modular, typically requiring no more than 2-3 sentences each. This structure supports an understanding of the overall agreement as well as the meaning of each section. Agreements which are easy to understand and use are more easily drafted, negotiated and enforced.

Advocacy - Most of our contract templates are drafted to advocate the position of one side of the transaction. You pick the side of the transaction applicable to you!

**Contract Review -** If you make changes to your draft, you can have the revised agreement reviewed by a Draughon lawyer on a fixed price basis.