

Leasing Your Business Location

*Ensuring the Right Space
with No Surprises*



Know your rights, responsibilities and true costs

Your rent will likely be one of the largest expenses of your business. Additionally, choosing the right space and the right landlord will be one of the most critical business decisions you will make. Yet, most business owners never have a knowledgeable business attorney review their lease.

Commercial leases are extremely complicated documents often containing a number of unpleasant financial surprises. Tenants are often surprised when they receive a \$15,000 bill for the boiler that just went out or a \$25,000 bill for the new sewers just installed. Unfortunately, if you have signed the lease without your attorney's review, such unwelcome surprises should be expected.

How Epiphany Law Can Help

While no two leases are the same, the critical issues from a tenant's perspective are very similar. Epiphany Law has the experience to protect you from hidden costs and risks often found in "standard" leases.

The cost of having your lease reviewed by a knowledgeable business attorney is far-outweighed by the costs of not having your lease reviewed. Epiphany Law has the business law expertise to ensure that your interests are protected.





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Q My Landlord says this is a standard lease. Do I still need a lawyer to review it?

A The reality is there is no such thing as a standard lease. A lease is simply a contract subject to negotiation by you, the tenant. When the landlord says the lease is standard, she probably means that it is her standard heavily landlord-friendly lease that she hopes you don't take to a knowledgeable attorney.

Q What issues should I be concerned with in my lease?

A While each business's needs are unique, there are a number of common problem areas that arise in commercial leases:

- Exclusive use – Can the landlord lease adjacent space to your competitor?
- Calculation of rent – Is rent based on rentable or rented square footage? The difference could mean thousands of dollars.
- Permitted use – Will your business be able to expand its service offerings?
- Maintenance & repairs – If the \$20,000 boiler goes out in the last month of your lease, do you have to buy a new one?
- Insurance coverage – Ensure that you are listed as an additional insured and that the landlord waives its subrogation rights.

Q The landlord says this is a “gross lease.” What does that mean?

A A gross lease can really mean anything. In general, it means that some expenses are being picked up by the landlord—usually property taxes, utilities or insurance. Exactly what expenses will be yours is dependent on the precise language of the lease and can vary widely, whether called a gross lease or not. Only by working with a knowledgeable attorney will you know your true costs.

Rely on Epiphany Law as your source of business law expertise for your growing organization.



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