

Thursday, November 4, 2021  
9:30 AM – 10:45 AM

**Seminar 8**

**Assignment, Subletting & Other Transfers:  
How to Negotiate Your Lease with a Realistic Mindset and Practical Solutions**

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- I. Introductions
- II. Why Engage in a Transfer
  - A. Type of Transfer
    - i. Assignment
    - ii. Subletting
  - B. Documentation
    - i. Assignment
    - ii. Subletting
    - iii. Landlord Consent to Subletting
    - iv. Example Provision Requiring Documentation
  - C. When to Select Assignment or Subletting
    - i. Assignment
    - ii. Subletting
- III. Assignment Standard Provisions and Tenant Responses
  - A. Landlord Consent
  - B. Transfer Fee
  - C. Landlord Recapture Right
  - D. Change of Control
  - E. Liability after Transfer
  - F. No Circumventing Landlord Consent
  - G. Loss of Lease Rights with a Transfer/Rights Personal to Original Tenant
- IV. Subletting Standard Concepts and Example Provisions

- A. Landlord Consent
- B. Tenant Liability
- C. Subletting a Portion of the Premises
- D. Excess Profits