

Wednesday, October 23, 2018
2:00 PM – 3:15 PM

Workshop 3

You Can't Always Sell What You Want: Permitted, Exclusive and Prohibited Uses

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A. Permitted Uses

1. Generally
2. Existing Restrictions
3. Changes, Evolutions and Exceptions
 - a. Any Lawful Retail Purpose
 - b. Ancillary/Incidental/Related Uses
 - c. Assignment and Sublet

B. Exclusive Uses

1. Overview
 - a. What Tenants Want
 - b. What Landlords Don't Want
 - c. Compromise
2. Types of Exclusives
 - a. Blanket Prohibition
 - b. Limits on Primary Use
 - c. Incidental Sales
 - d. Narrow Exclusives
 - e. Broad Exclusives
3. Conditions and Exceptions
 - a. Open, Operating and No Default
 - b. Major Tenants

- c. Existing Leases
 - d. Incidental Sales
 - e. Specific Exception
 - f. Geographic Exclusions
 - g. Sunsets
- 4. Remedies
 - a. Rent Abatement
 - b. Termination
 - c. Rogue Tenants
 - 5. Some Drafting Tips

C. Prohibited Uses

- 1. Categories of Prohibited Uses
 - a. Noxious uses
 - b. Uses that overburden the center
 - c. Interfering uses
 - d. Objectionable uses
 - e. Incompatible uses
- 2. Who is Bound?
- 3. Geographic Limitations
- 4. Existing Tenants
- 5. Evolutions and Exceptions
- 6. Remedies
- 7. Rogue Tenants