

ROUNDTABLE

WHAT MAKES RESTAURANT LEASING DIFFERENT THAN RETAIL LEASING?

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When negotiating restaurant leases there are a couple of concepts that do not typically appear in traditional retail leases, or have unique issues related to restaurants that should be contemplated.

1. **Hours of Operations**
2. **Parking/Valet/Take Out/Delivery Service**
 - a. Short-Term Parking
 - b. Protected Parking
 - c. Valet Parking
3. **Gross Sales**
 - a. Third-Party Apps
 - b. Alcohol Sales
4. **Exclusives**
 - a. PITFALL EXAMPLES
 - i. Pizza
 - ii. Donuts
 - iii. Is a burrito a sandwich?
5. **Nuisances/Noise/Odors**
6. **Patio Area**
7. **Liquor License**
8. **Special Permits**
9. **Franchise**