

Office Space

Usable Square Feet Measurement of the commercial space that a tenant has exclusive use of

Carpetable square footage Usable square footage minus any areas that are devoted to support and

could not be used as a workspace, such as bathrooms and hallways

Rentable Square Feet Measurement of the entire space that the tenant leases from the landlord,

which includes spaces shared with other tenants

Loss Factor Percent difference between rentable and usable space

Caution/Tip Represents the amount of "lost" value of leased space

Costs

Common Area Maintenance

(CAM)

HVAC

Fees the tenant pay to the landlord in addition to rent. These fees are either

variable or fixed at a set rate.

Caution/Tip Be wary of variable CAM, which increases at an independent

rate

Real Estate Tax Heating, Ventilation, and Air Conditioning

Tax levied by government on property within its jurisdiction. In a triple net lease, the cost of this tax is factored into the fees paid by the tenant. Most

office leases in NY are modified gross meaning tenants pay their

proportionate share of the increase in real estate taxes for the entire building. Example: Leased space = 10% or gross building area (proportionate share); Base Year - \$100,000, Year 2 - \$105,000; \$5000 * 10% = \$500 owed by

tenant for the entire year.

Abated rent

Rent that the tenant does not have to pay, which is often provided in the first

few months of the lease when the tenant moves in (Free rent)

Base Rent

Amount of rent that is set as the minimum with provisions to increase it over

the term of the lease

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Additional Lease Clauses and Phrases

ConcessionsNegotiated allowances for tenants including discounted or free rent for a fixed

period of time, reduced escalations, or tenant improvement allowances.

However, these are likely already covered in rent costs

Caution/Tip Sometimes a lease allows the landlord to revoke the

concessions if you default on your lease, which would make you liable for

those costs.

Build outs

Space improvements put in place per the tenants specifications

Holdover clause

Clause that states if the tenant does not vacate the space before the

termination date, they are responsible for a specific amount of additional rent

usually between 2 to 3 times the previous rent

Good Guy Clause Provision that allows a tenant to be released from the liability of completing

the agreed upon rental period, assuming the tenant vacates the rented space and leaves it in favorable condition. This clause is typically found in rental

agreements in New York City

Lease Classification

Letter of Intent (LOI)/Proposal Written document that solidifies the tenant's commitment to rent the space

prior to the actual signing of the lease(NOT an actual lease)

Caution/Tip This letter can be binding or non-binding so be sure to know what you are agreeing to. In New York, for example, this letter is non-binding.

Triple net lease Lease in which the tenant is responsible for costs of real estate taxes,

property insurance and maintenance in addition to regular fees for rent and

utilities

Net-net/Double Net leasesLease in which the tenant is responsible for property taxes and insurance in

addition to regular fees for rent and utilities

Single net lease/Gross lease Lease in which the tenant is only responsible for property tax in addition to

regular fees for rent and utilities

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