



## **Shop Leases**

**by Mary Buettner**  
**AASP-MO Association Attorney**

If you don't own your shop, your landlord has probably asked you to sign a lease. And if you don't have a lease, you should get one in order to prevent your landlord from forcing you to move with little or no notice.

When you are the tenant and are presented with a lease, the first thing to do is to read it carefully. Once you've done that, you can decide which parts you want to negotiate. Landlords are often willing to change the terms of a lease. And sometimes you'll find that the landlord hasn't read it, which is often good news for you.

The most important legal term to negotiate is usually the default provision. You want to limit your damages if you default, and you want the definition of default to be clear.

Other items that can be negotiated include the security deposit and the right to assign or sublease the premises to someone else.

Beware of notice periods contained in the lease. You may have a small window to give notice of the desire to renew or to object to a rent increase. Also, be sure to discuss the insurance language with your insurance agent. You don't want to agree to carry insurance that you don't need or can't afford.

And don't forget to make sure that all the business terms are correct. For example, the lease needs to be clear as to who will pay for taxes, utilities, and maintenance. If you and the

landlord agreed to any special provisions, such as improvements the landlord would make to the property, those terms need to be stated in the lease.

**Mary Buettner is the AASP-MO Association Attorney and can be reached at 618/939-6439.**