

From Speaker #1 to Everyone: 02:03 PM

Hello, Everyone. We will just wait a minute for more people to sign in. Please keep your computers muted throughout the course of the program and feel free to ask questions through the Chat function. Thank you!

From Participant #1 to Everyone: 02:04 PM

Is this webinar for non profits?

From Speaker #2 to Everyone: 02:04 PM

No, this is a general webinar for commercial leasing, geared towards tenants

From Participant #1 to Everyone: 02:05 PM

Thank you

From Speaker #2 to Everyone: 02:05 PM

[But hopefully applicable to non-profits as well!]

From Participant #2 to Everyone: 02:13 PM

Will the screen slides be available after the webinar at some website perhaps?

From Speaker #1 to Everyone: 02:18 PM

Yes, the slides will be available afterwards along with the recording at our website: www.citybarjusticecenter.org.

From Participant #3 to Everyone: 02:25 PM

Link to a bill in the NY senate to push for COVID coverage in business interruption service: <https://www.nysenate.gov/legislation/bills/2019/a10226>. Contact your senator

From Participant #4 to Everyone: 02:25 PM

How can I assess my landlord's access to rent-interruption insurance? I doubt my landlord would voluntarily offer this information to me.

From Participant #5 to Everyone: 02:26 PM

How can I assess my landlord's access to rent-interruption insurance? I doubt my landlord would voluntarily offer this information to me. GREAT QUESTION... THANK U PARTICIPANT #4

From Speaker #2 to Everyone: 02:26 PM

Participant #4 - You're correct. Your only "right" to access this would be if you're required to pay your landlord's insurance as part of OpEx and you have somehow gained access to the type of insurance coverage your landlord has.

From Participant #6 to Everyone: 02:29 PM

I have a below market rent, expiring next year: I would like to renew the lease now to avoid a potential increase next year when everything goes back to normal. Would you recommend trying to renew the lease now rather than wait next year?

From Participant #7 to Everyone: 02:30 PM

If the landlord is harassing the commercial lease tenant of a beauty salon what steps can they take they are Phase 3 to return and reopen on June 27th.

From Speaker #2 to Everyone: 02:31 PM

Participant #6 - If you're not in default under your lease and want to take on the obligation of a longer term lease now in exchange for what you hope is a lower rent later, you can certainly approach your landlord about that, though don't be surprised if the landlord is hesitant to enter into an extension now while lease pricing may not yet be known.

From Participant #8 to Everyone: 02:31 PM

Can you please give a comment about restrictions on personal liability (good guy clause) restrictions from NY State?

From Speaker #2 to Everyone: 02:32 PM

Participant #7 - There is no Covid-specific remedies surrounding landlord harassment, but landlord's are not permitted to harass tenants and there is existing law (which has been in effect for some time) prohibiting such harassment.

From Participant #9 to Everyone: 02:32 PM

I run a theater out of a commercial space - the landlord has not closed the building, but the city has mandated that we not operate. What does that do to our chances of rent abatement/forgiveness?

From Speaker #2 to Everyone: 02:35 PM

Participant #8 - We will touch on personal liability (good guy clauses) later in the presentation with respect them potentially being void for the time being, but I'm happy to address any specific questions you have, just let me know.

Participant #9 - Your chance of rent abatement will depend on your landlord's willingness to assist you. That said, if your space is built out to be a theater, it's not as though another theater would be able to come in and operate before you can, so the hope would be that they understand.

Many movie theaters have pushed back hard with their landlords on paying rent (or full rent, as the case may be).

From Participant #4 to Everyone: 02:36 PM

My landlord is requesting copies of my tax return, bank statements and in-house financial reports as a precursor to considering a rent deferment. Do you advise sharing this information with the landlord? I am hoping to get out of my office lease and not eager to share my financials.

From Speaker #2 to Everyone: 02:38 PM

Participant #4 – Speaker #3 is actually speaking to this right now. You may need to share this information if you want your landlord to provide you with relief, but you also may want to consider obligating your landlord to keep such information confidential. If your financials are strong, obviously your landlord is going to be less likely to accommodate you.

From Participant #10 to Everyone: 02:38 PM

Has there been new legislation that prevents landlords from holding tenants personally liable?

From Speaker #2 to Everyone: 02:39 PM

Participant #10 - there has been recent legislation preventing landlords from holding guarantors (not tenants) from being personally liable in certain circumstances. We will be addressing this close to the end of the presentation.

From Participant #5 to Everyone: 02:50 PM

The landlord allowed a health clinic to open on the same floor and the patients use the same restrooms as our employees... they are testing for Covid-19 at this clinic... my employees refuse to come back while the clinic has c19 tests. What are my options?

From Speaker #2 to Everyone: 02:53 PM

Participant #5 - It would be worth speaking with your landlord about this as well as reviewing your lease for the "quiet enjoyment" provision as well as the provision which allows you to use common areas such as the restrooms (e.g., is that an absolute right and you're entitled to an abatement if you don't have that access, or does your lease say you have the right to use such common space but the failure of it to be available does not allow you to either abate rent or enforce other rights). Either way, I think you have an interesting argument to make to your landlord. I would recommend reviewing CDC and NY guidelines for landlords to ensure the landlord is taking the proper precautions and if they're not, you might have a good argument for a rent abatement or other remedy.

From Participant #11 to Everyone: 02:53 PM

Same as above question; if CDC guidelines cannot be followed can that be used to release me from my lease?

From Participant #7 to Everyone: 02:55 PM

If the landlord makes a beauty parlor pay a percentage of water bill. Is the tenant responsible to pay this bill when forced to closed due to COVID

From Speaker #2 to Everyone: 02:56 PM

Participant #11 - If the landlord fails to follow CDC or NYS/NYC guidelines, it may or may not in and of itself allow you to terminate your lease but you may be entitled to remedies such as a rent abatement for so long as the landlord fails to comply.

Participant #7 - In all likelihood yes you'd still be responsible for paying your share of the bill, as water may still be used for common areas. Hopefully water usage has been greatly reduced so this won't amount to much for you. You can certainly reach out to your landlord to make the request that you not pay a water bill if you aren't permitted to access your space and not use water, but I don't believe you would be relieved of that obligation unless the landlord elects to accommodate you.

From Participant #12 to Everyone: 02:57 PM

Thank you. I need to leave the meeting but this has been very informative.

From Speaker #2 to Everyone: 02:57 PM

Thank you, Participant #12!

From Participant #13 to Everyone: 02:57 PM

Thank you for the info - very useful

From Speaker #2 to Everyone: 02:58 PM

Thank you, Participant #13. Please reach out to the clinic if you need any assistance!

From Participant #3 to Everyone: 02:58 PM

Can you please advance to the summary slide?

From Participant #8 to Everyone: 02:58 PM

Just a fun fact, Kirkland & Elis has had summer intern parties at the karaoke bar we own. Thank you for this and for the info!!!

From Participant #13 to Everyone: 02:58 PM

Perfect

From Participant #4 to Everyone: 02:59 PM

I have 7 years left on my lease. How can I get out of my lease if my landlord is not interested in terminating my lease?

From Speaker #2 to Everyone: 02:59 PM

Participant #8 - great to hear! We hope to keep supporting your bar once the world comes back!

From Participant #5 to Everyone: 02:59 PM

This is really helpful. Thanks a ton guys

From Speaker #2 to Everyone: 03:00 PM

Participant #4 - there is no one "silver bullet" to get you out of an obligation you entered into. If your landlord is in breach of its obligations, that could help. Please also feel free to reach out to the clinic to assess your specific situation.

Participant #5- You're welcome, thank you for joining!

From Participant #1 to Everyone: 03:02 PM

Can anyone sign up for a pro bono consultation for further guidance?

From Participant #7 to Everyone: 03:02 PM

Thank you for the information and presentation this workshop addresses a lot of issues my clients need to be aware of especially late fees for rent

From Speaker #2 to Everyone: 03:03 PM

Participant #1 - I believe the clinic is still open but you'd have to confirm your business meets the criteria to sign up.

From Participant #1 to Everyone: 03:03 PM

OK can you send through the site?

From Speaker #2 to Everyone: 03:03 PM

Participant #7 - you're very welcome. Thank you for joining!

From Speaker #1 to Everyone: 03:05 PM

Participant #1 - see the following link to register for a consultation through the CV-19 Remote Small Business Legal Clinic: <https://www.citybarjusticecenter.org/covid-19-small-business-remote-legal-clinic-client-intake-form/>

From Participant #1 to Everyone: 03:05 PM

Thank you!

From Participant #8 to Everyone: 03:06 PM

Could you please comment about Good Guy Clause if we voluntarily terminate lease.

From Participant #14 to Everyone: 03:07 PM

Agree. Could you also comment on potential personal liability if I have a brand new business (three months old when COVID hit) and I have to terminate my lease because my landlord won't work with me?

From Participant #5 to Everyone: 03:11 PM

Sorry can u repeat the 30day thing u just said?

From Participant #7 to Everyone: 03:12 PM

Brooklyn SBDC truly appreciates the time you have taken to do the research on this COVID issues and the reality of the legal issues businesses are trying to understand.

From Participant #3 to Everyone: 03:12 PM

Thank you, super helpful!

From Participant #15 to Everyone: 03:12 PM

Thank You!

From Participant #8 to Everyone: 03:12 PM

Thank you so much NELP & K&E.

From Participant #16 to Everyone: 03:12 PM

Thank you!

From Participant #17 to Everyone: 03:12 PM

Thank you!

From Participant #5 to Everyone: 03:13 PM

Thank u

From Participant #2 to Everyone: 03:13 PM

Thanks to the organizers of this webinar.

From Participant #18 to Everyone: 03:13 PM

Thank you Speaker #2 and team. Excellent.

From Participant #19 to Everyone: 03:13 PM

Thank you very much for your time & expertise. Very informative & helpful!

From Speaker #1 to Everyone: 03:13 PM

www.citybarjusticecenter.org/covid-19-small-business-remote-legal-clinic/

From Participant #5 to Everyone: 03:13 PM

Super helpful, thanks