

## THE IMPORTANCE OF HAVING TENANT REPRESENTATION

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April 5, 2021

Timing the market is one of the hardest things to do as a Tenant. Knowing when and how to make a real estate move proves challenging even during normal circumstances and has become exponentially more difficult during a pandemic.

COVID-19 has created a unique paradigm shift in the way commercial real estate is bought and sold. It is a turbulent time for both Landlords and Tenants as we pioneer a new era of contract negotiations going into an unpredictable future. It behooves a tenant to be as prepared as possible while entering a lease agreement. A competent Tenant Representative will make sure that their clients are benefiting from all the current market conditions and will assist in all the new and existing semantics and legalese involved in a contract negotiation. The Landlord will most assuredly be prepared with their own staff of leasing and owner representatives trying to protect their client's best interest in a contract. Suffice to say, it is wise to have an expert on your side as the Tenant making sure no liberties are being taken at your expense.

Currently, you may find yourself in a very advantageous position as a prospective tenant if you are in the market for a commercial property. You are going to want a strategic commercial real estate advisor making sure you benefit from these unprecedented market conditions. For instance, Tenant Representatives can potentially negotiate certain concessions in a lease agreement, such as infrastructure changes and upgrades as it pertains to the health and safety concerns of your business' employees and clients.

A Tenant Representative can explore all available options regarding Tenant Rights. The same renters' rights and relief laws that exist for residential tenants do not offer any protection for commercial tenants. Your broker can negotiate protection for non-performance that the state does not automatically provide. Understanding the "Force Majeure" clause is now of the utmost importance. It is up to contractual verbiage as to whether a tenant is protected from non-performance during extreme events. The Landlord may require business interruption insurance. Does that include COVID-19 disruptions? In such cases, will you have the option to forbear lease payments, or even terminate the lease without defaulting? A Tenant Representative will guide and navigate you through these complex variables.

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Fortunately, there are professionals available whose sole purpose is to mitigate risk and broker successful deals. Here at WCRE, we offer such professional services through our well versed and knowledgeable brokers. Our highly skilled team will help you find the right property for your business, negotiate the contract, coordinate the process, and offer cogent strategic advice based on learned market expertise. The counsel provided by our brokers will assuredly ameliorate the leasing process in an amicable and timely fashion.

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