

**RIGHT OF FIRST REFUSAL TO LEASE SPACE**

Addendum

**NOTE:** This form is used by a leasing agent or prospective tenant when negotiating a rental or lease agreement, to provide in an addendum the landlord's grant to the tenant of a right of first refusal to lease additional space from the landlord.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.  
**TO:** \_\_\_\_\_

*Items left blank or unchecked are not applicable.*

**FACTS:**

- 1. This is an addendum to a rental or lease agreement
  - 1.1  of same date, or dated \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California,
  - 1.2 entered into by \_\_\_\_\_, as the Tenant, and
  - 1.3 \_\_\_\_\_, as the Landlord,
  - 1.4 regarding the leased premises referred to as \_\_\_\_\_.
- 2. Tenant wants the future opportunity to lease from Landlord additional space referred to as:
  - 2.1 the premises located at \_\_\_\_\_, OR
  - 2.2  any premises located within the complex or project containing the leased premises.

**AGREEMENT:**

In addition to the terms of the agreement referenced above, Tenant and Landlord agree to the following.

**Right of first refusal to lease additional space:**

- 3. Landlord hereby grants Tenant a right of first refusal to lease additional space, for a term commencing \_\_\_\_\_, 20\_\_\_\_\_, and expiring \_\_\_\_\_, 20\_\_\_\_\_, or  on termination of Tenant's right of occupancy.
  - 3.1 The space which is the subject of this first refusal right is the premises referred to above as the additional space.
- 4. If Landlord decides to lease the premises referred to as additional space during the term of Tenant's right of first refusal to any person other than the lessee then occupying the additional space, Landlord will notify Tenant of the terms on which Landlord is willing to lease. [See ft Form 579-2]
  - 4.1 Tenant has the option, for a period of \_\_\_\_\_ days after receiving Landlord's written notice sent by certified mail or personal delivery, to agree to lease the premises on terms stated in the notice.
  - 4.2 If Tenant fails to exercise the option within the option period, Landlord has the right to lease the premises to a third party on the same terms stated in Landlord's notice to Tenant.
  - 4.3 Any lease on different terms reinstates the Tenant's right of first refusal.
- 5. If Landlord has not leased the additional space within six (6) \_\_\_\_\_ months after Tenant's receipt of Landlord's notice of intent to lease, Tenant's right of first refusal is reinstated.
- 6. This right of first refusal is suspended and is not triggered by Landlord's decision to rent the additional space during any period Tenant is in material breach of the rental or lease agreement referenced in Section 1.
- 7. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tenant: I agree to the terms stated above.**

See attached Signature Page Addendum. [ft Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_\_

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

**Landlord: I agree to the terms stated above.**

See attached Signature Page Addendum. [ft Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_\_

Landlord: \_\_\_\_\_

By: \_\_\_\_\_

Landlord: \_\_\_\_\_

By: \_\_\_\_\_