



## RIGHT OF FIRST REFUSAL TO LEASE SPACE

Lease Addendum

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

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

*Items left blank or unchecked are not applicable.*

### FACTS:

1. This is an addendum to a rental or lease agreement
  - 1.1 dated \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California,
  - 1.2 entered into by \_\_\_\_\_, as the Landlord, and
  - 1.3 \_\_\_\_\_, as the Tenant,
  - 1.4 regarding real estate 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 above referenced agreement, the undersigned 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. Should Landlord decide to lease the premises referred to as additional space during the term of Tenant's right of first refusal to any person other than lessee then occupying the additional space, Landlord shall notify Tenant of the terms on which Landlord is willing to lease.
  - 4.1 Tenant shall have the option for a period of \_\_\_\_\_ days after receiving written notice to enter into a lease agreement for the premises on terms stated in the notice.
  - 4.2 Should Tenant fail to exercise the option within the option period, Landlord shall have the right to lease the premises to a third party on the same terms stated in the notice to Tenant.
  - 4.3 Any lease on different terms reinstates Tenant's right of first refusal.
5. If Landlord has not leased the additional space within six (6) months after Tenant's receipt of 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 above referenced rental or lease agreement.
7. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### I agree to the terms stated above.

☐ See attached Signature Page Addendum. [ft Form 251]

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

Tenant's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

#### I agree to the terms stated above.

☐ See attached Signature Page Addendum. [ft Form 251]

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

Landlord's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Signature: \_\_\_\_\_