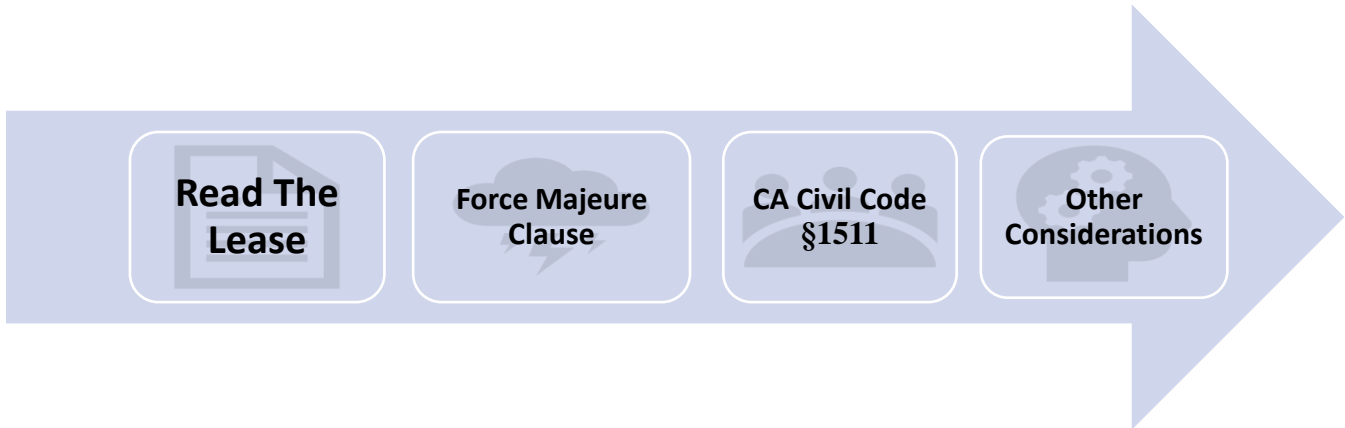


Leases in the times of COVID-19

Landlord/Tenant Rights & Responsibilities



Force Majeure Clause

- Natural Disasters / Acts of God / Etc.
- Are they specifically listed or "including, but not limited to . . ."
- Is Global Pandemic included?
- What was foreseen?
- Who assumed the risk?



CA Civil Code §1511

- Interruption of business by Operation of Law
- Are "shelter-in-place orders" suggestions or legal requirements?
- Must you close your business or have you simply lost your customers?



Other Considerations

Do I need Legal Advice?

Is Performance Legally Impossible or Impracticable?

Is there Insurance Coverage available?

How do I Mitigate Damages?

How/when do I give any Required Notices?

How/when do I Mediate? Arbitrate? Litigate?