A landlord will have its usual concerns about these special leases and licenses, including insurance, indemnity, and damage. However, there are some unique matters to be considered.

**Inside The Building**

- Who can enter into the agreement with the provider—the landlord or the existing tenant? The existing tenant’s lease may be silent on this point. Does the landlord have the right to change telecom service providers without notice or tenant consent? Are there governmental regulations that give the right to enter into this type of new agreement to the landlord or the tenant?

- Does the landlord have the right to refuse access to a provider? Does your state have some form of mandatory access right for the provider? Can a tenant pick a provider and force the landlord to grant access?

- Will the landlord be subject to public utility-type regulations or licensing by entering into the agreement? Are there special contracting rules mandating open access when the tenant is the government?

- Who owns existing telecom equipment and lines within the building? Who will pay to remove them? Is there enough space in the building for the new lines and equipment? How much space is needed for the new provider and where is it to be located? What kind of equipment will be installed?

- Do existing telecom agreements grant the existing provider exclusive rights or easements?

- Who will own the new equipment and the lines? Will the new provider have any obligation to upgrade service from time to time?

- Will the new agreement be exclusive or non-exclusive? How long will the term of the new agreement be?

- How do you calculate the rent to be paid by the new provider—based on area or a percentage of revenue or a combination of both? Will the landlord charge a front-end fee?

- What construction and installation issues exist for the landlord and existing tenants? Will floors have to be cored to provide access? Are

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**A Lease/License Checklist For Telecommunications Providers And Equipment**

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