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Restaurant Leasing: Permitted Use and Exclusives

The use of a premises is often a tug-a-war between landlord and tenant. Landlords favor narrow use provisions in order to protect their ability to maintain a mix of tenants in their development, including the types of restaurants operating in the project. From a landlord's perspective, the use clause should, at a minimum, specify the type of restaurant (e.g., quick service, fast casual, casual dining, fine dining) and type of cuisine offered (e.g., Mexican, Italian, American). The use clause is important to a landlord as it is a means of ensuring that it gets the use it expects, not just upon the opening of the restaurant but for the duration of the lease. Landlords may also want to control the types of restaurants located at their venues. For instance, a landlord's vision of its venue may include all higher price point restaurants to complement a higher price point retail area or it may involve a diverse mix of fast casual restaurants with little or no duplicative uses.

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