



MEDICAL OFFICE LEASING

Sometimes You Need a Specialist.

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Introduction. Your medical office practice is different from a typical business office. So it follows that your lease should be different than a typical office space lease as well. Many potential pitfalls can be avoided with proper planning and the help of experienced professionals.

Involve Specialists. It's not uncommon to come across a landlord not familiar with the unique issues a medical practice faces.

When thinking about leasing a new location, involve a good broker early in the process. Your broker will provide a snapshot of rents and leasing concessions available in your local market. Likewise, protect your interests by engaging an attorney experienced in medical office leasing. Your attorney will help you reduce risks, making sure that the lease focuses on your issues and accomplishes your goals. Before signing a letter of intent (LOI) or a lease, it will serve you well to review both of them with your broker and your leasing attorney.

The Right Building. First make sure the building you're considering is suitable to your practice. Not all buildings are easily accessible for ambulances, gurneys and/or wheel chairs. Buildings with distant parking areas may also pose a problem to your patients.

Build-Out Issues. One of the key issues for a medical tenant is how their space is constructed or built-out. Before the LOI is executed, consider any special improvements your space requires, such as ADA accessible bathrooms, the utility service needed for imaging equipment, GFCI outlets, and the floor load required to store heavy medical records (such as x-rays) or heavy medical equipment. Also consider what improvements the landlord requires you to remove when your lease ends.

Operational Issues. To avoid surprises, your lease should be tailored for your business today, as well as providing you with enough flexibility to permit you to change your practice over-time.

Day-to-Day Issues. Review closely the lease provisions concerning your permitted use, building hours, how you will be charged for utilities and how medical waste must be disposed of.

Flexibility. With an eye to the future, review those lease provisions which could impact changes in your practice. Does the lease permit you to add areas of medical specialization or ancillary services, such as physical therapy?

Financing. Does the lease permit you to finance your medical equipment? Most states give landlords a statutory lien on all your personal property. Some leases add such a right expressly to benefit the landlord. This limits your ability to finance equipment unless the landlord has agreed to subordinate (or waive) its lien in such situations.

Exit Strategies. Today you need this space. Tomorrow that may not be the case. Can you sell your practice or retire without first getting the landlord's permission? Similarly, does your lease permit you to add or remove doctors from your medical group without prior landlord approval?

General Issues. In addition to addressing the special issues facing medical office tenants, your lease should handle the general issues all tenants face, in a fair and comprehensive manner. Such issues include how operating expenses and other charges are billed (and whether the tenant may audit them), general rights of subletting and assignment, what services and repairs the landlord is obligated to perform and what alterations or changes to the space the tenant may perform.

Preventative Medicine. Leases with an expiration date 5 or 10 years in the future represent the start of a long-term relationship between you and your landlord. Working with a broker and an attorney who both have medical leasing experience will pay you dividends down the road.



REAL ESTATE COUNSELORS, PLLC

1325 G STREET, NW, #500 | WASHINGTON, DC | 20005

Real Estate Counselors is a boutique law firm specializing in commercial real estate and business transactions.

Bruce Rosen's practice includes representing medical and general office tenants, retail tenants, landlords and developers. He is the Managing Partner of Real Estate Counselors. Prior to that, he was with the law firm of Akin, Gump, Strauss, Hauer & Feld.