As a result of the COVID-19 pandemic, I’m struggling to pay the office rent. Can I get out of my commercial lease?

The answer depends on your lease.

Some commercial leases may have “force majeure” clauses. A force majeure clause generally provides that if an event occurs outside of the reasonable control of the parties (like a fire, a flood, an act of government, or even an epidemic), and as a result, a party cannot fulfill the terms of the contract, the party may be entitled to temporarily suspend performance under the contract or even terminate. Force majeure clauses can vary significantly, so review your lease carefully. You may also wish to consult with a private attorney.

If you do not have such a clause, be aware that failure to pay rent or otherwise fulfill the terms of your lease agreement may result in the landlord holding you in default, or breach, of your lease, and may entitle the landlord to pursue certain remedies under the law, including eviction. Note, however, that some jurisdictions have temporarily suspended commercial property evictions due to COVID-19. If you are facing eviction, it would be prudent to review your local government’s relevant orders and declarations.

You can find an example of such an order here: https://www.traviscountytx.gov/images/docs/jp-covid-19-standing-order.pdf

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