

Review Florida Leases With Hurricane Dorian In Mind

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With Hurricane Dorian forecasted to make landfall along Florida's east coast sometime next week, Sunshine State landlords and tenants should take a few moments this weekend to review their leases to ensure that they are aware of their rights and obligations in connection with the following:

- **Insurance:** Ensure that all insurance policies required to be maintained under the lease are in full force and effect and name the appropriate party(ies) as additional insured(s). As a practical matter, each party should make sure to have a hard copy of the policy on hand for ease of review. For the tenant, don't assume that the landlord's insurance will cover your furniture, fixtures or equipment. Most landlord coverages are for the building structure and the tenant bears responsibility for the personal property located within the leased premises. Landlords and tenants should also be familiar with any provisions in the lease which specifically set forth procedures for the handling of insurance proceeds.
- **Casualty Provisions:** The casualty provision establishes each party's respective responsibilities to repair damage to the leased premises and/or the building in which the same are located in the event of the full or, in some cases, partial destruction. This provision may also include provisions regarding the abatement of rent in the event of the prolonged loss of use of the leased premises.
- **Utility Services:** In the event of a loss of utility services to leased premises, this provision may provide for the abatement of rent until such time as service is restored.
- **Maintenance and Repair:** Review the maintenance and repair provision of the lease to determine the parties' respective obligations with respect to the leased premises and the systems serving the same.
- **Force Majeure:** Many leases include a force majeure clause which may extend the time frame for satisfaction of an obligation in the event of a hurricane, tropical storm or other severe weather event. If a deadline is looming for early September, landlords and tenants should determine whether force majeure may permit the extension or tolling of such

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deadline and comply with any related notice requirements.