Sample – Temporary Closure Notice to Commercial Landlord

[[Month] [Date], 2020

**Via E-Mail and**

**Overnight Courier**

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Re: Lease \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir or Madam:

This letter serves to provide you notice under the Lease that Tenant will temporarily close the Premises effective immediately for at least [the next two (2) weeks] on the basis of cessation or diminution of operation as an event of force majeure or impossibility of performance, commercial impracticability or frustration of the purpose of the Lease.

**INSERT CLAUSE A IF THERE IS A GOVERNMENT ORDER TO CLOSE:**

A. This temporary closure is ordered under the authority of the [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (“Order”) issued on March [\_\_\_], 2020 to shelter-in-place and to close all non-essential businesses in response to the COVID-19 pandemic. Given this government mandate, the Premises are unable to be utilized, and it is impossible and/or commercially impracticable for the Tenant to perform under the Lease. Further, the Lease was entered into so that Tenant can operate its business in the Premises for the uses permitted thereunder. The Order preventing the Premises from being utilized for the intended purpose also constitutes a frustration of purpose.

**INSERT CLAUSE B IF THERE IS NO ORDER, ONLY RECOMMENDATIONS:**

B. This temporary closure is necessitated by local and federal authorities’ recommendations (including recommendations by the Centers for Disease Control) that all non-essential business should close or significantly curtail their operations in response to the COVID-19 pandemic. Given this governmental recommendations and state of emergency, the Premises are unable to be utilized, and it is impossible and/or commercially impracticable for the Tenant to perform under the Lease. Further, the Lease was entered into so that Tenant can operate its business in the Premises for the uses permitted thereunder. The governmental recommendations and state of emergency is preventing the Premises from being utilized for the intended purpose also constitutes a frustration of purpose.

**INSERT CLAUSE C IF THE LEASE INCLUDES A “FORCE MAJEURE” CLAUSE:**

C. Pursuant to Article [\_\_\_\_\_\_\_] of the Lease, Tenant shall not be deemed to be in violation of its continuous operations obligation thereunder if Tenant is unable to operate its business in the Premises as a result of force majeure, as defined in the Lease. Force majeure is described under Article [\_\_\_] of the Lease as the delay or prevention from the performance of any act required hereunder by reasons of [INSERT DEFINITION OF FORCE MAJEURE].

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Further, Tenant is required under the Lease to comply with all orders, rules, regulations, and laws by government authorities having jurisdiction over the Premises and Tenant shall not be held in default under the Lease during this declared state of emergency. As a result of these unforeseen circumstances that are beyond Tenant’s control and sweeping governmental [orders/recommendations] to close all non-essential businesses, it is commercially impracticable, if not impossible, to open and continuously operate its business in the Premises. To that end, Tenant is temporarily closing the Premises to comply with such [orders/recommendations].

This overall situation necessitates that both the Landlord and Tenant are under an immediate duty to mitigate any potential damages and the unnecessary incurrence of costs at the Premises during this period. We presume that the Shopping Center will also comply with such [orders/recommendations] to temporarily reduce the Shopping Center hours over the next few weeks in light of the this national health emergency.

We are tentatively planning on re-opening the Premises to the public (possibly on a reduced schedule) [on [X] date/immediately upon the expiration of the Order], barring any further unforeseen circumstance resulting from the continuously evolving national health emergency. We appreciate your understanding during these unprecedented times and look forward to reopening as soon as possible.

Please stay safe and healthy.

Please call me if you have any questions.

Very truly yours,

[TENANT ENTITY]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: