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Kevin F. Jursinski is recognized as one of Southwest Florida's premier attorneys. He has concentrated his 29 years of practice in the area of business and real estate law in Naples and Fort Myers. As an AV[®] rated attorney by Martindale-Hubbell, Kevin has been recognized by his peers as attaining the highest levels of professional excellence, skill and integrity.

Kevin is one of approximately 430 attorneys (out of 87,000+ licensed attorneys in the State of Florida) who is certified by the Florida Bar as a Florida Bar Board Certified Real Estate Attorney. Additionally, he is one of only a handful of Florida Board Certified Real Estate Attorneys in Fort Myers, Florida who is also skilled as a commercial litigator. He has successfully tried numerous cases, by both bench and jury trials, as well as effectively arbitrated business and real estate-related matters. When disputes arise, he is fully prepared to negotiate, mediate, arbitrate or litigate to reach a resolution that is in his clients' best interests.

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SUBLEASING AND ASSIGNING COMMERCIAL LEASES IN TODAY'S TROUBLED ECONOMY ("SHORT LEASING")

Subleasing and Assigning Commercial Leases in Today's Troubled Economy ("Short Leasing")

In today's commercial leasing market, there are significant issues facing commercial property owners, managers and leasing agents as a result of dropping commercial property values and increasing vacancy rates. Commercial tenants also are faced with a choice of minimizing their business operations at their primary or potentially at multiple lease locations.

A solution to the commercial landlord and tenant's problem with a potential vacancy can be successfully resolved by a commercial leasing agent who can acquire a substitute tenant to sublease or take assignment of the lease.

As an additional component of this sublease or assignment, there can be a workout of any damages that the landlord can claim against the tenant and a resolution of such loss, without the need for litigation. I have coined the phrase "short leasing" to describe this concept. Here are the parameters to address a situation when a tenant determines to default/abandon its commercial lease space:

1. **Remedies of Landlord in the event of default of the Commercial Lease:**

- A. Initiate suit against the Tenant for damages.
- B. Recapture any outstanding rentals.
- C. Pursue a claim for accelerated rentals, attorney fees, and costs and the expenses for re-letting the premises.

2. **Impact upon Commercial Tenant:** In a default situation, the Commercial Tenant is faced with exposure to a damage claim by the Landlord.

3. **Outstanding Opportunity for Commercial Property Manager:** When a Commercial Tenant defaults, it creates an outstanding opportunity for the commercial leasing agent to place a substitute tenant in that location at a significantly lower base rent. This creates an opportunity for the substitute tenant, and for a reduction of damages to the Landlord and the Commercial Tenant.

4. **Commercial Landlords with Multi-Party Properties:** In situations in which the Landlord has multi-party occupancy of a property (i.e., shopping center, office complex and the like), the Commercial Landlord may be constrained in its advertising efforts to fill the space due to the fact that the Landlord:

- A. May have other spaces that it is advertising.
- B. May have leases that are coming up for renewal.
- C. May have other Tenants that are demanding rent concessions.