Business law scenario commercial property assignment



To develop what you believe is a terrific idea for a video game, you lease 50, 000 square feet in an office building from Commercial Property, LLC, under a written five- year lease. Your goal is to put the game on the market within two years. Several months into the term, a competitor unexpectedly releases a new game title featuring play that would make your game appear to be a poorly crafted imitation. Can you assign the lease to another party? Explain. You would need the landlord here to get approval to an assignment of the lease.

Any ask would require a contract since the current lease is between you the tenant and the landlord. All leases hold some type of clause that requires the landlord to consent to a project or sub lease. In most situations the landlord would permit the obligation of your lease assuming that he or she has proper credit history. But in some cases it depends on the limited liability company and if it allows it. What your competitor does has no affect on your lease.

It would be nice to help recover some money that they have invested in the lease and to recover some of the loss, if it is loud, hopefully the commercial property limited liability company allows it, because that would be really nice to recover some cost and not be completely in the whole. You would have to hope that a commercial property limited liability company would work with you, but in some cases a lease is a lease no questions asked and if they decide no then that is all you can do and you will have to take a loss. But I think if you are honest you will be okay and they will be fair. Business Law Scenario Commercial Property By adenoid