

xx. Guaranty

The landlord can secure its investment in the premises, and protect itself against a tenant default, by having a third party execute a lease guaranty making that third party liable for the tenant's obligations under the lease.

xxi. ADA Disclosure

Under California law, every landlord is required to advise the tenant whether the property has been inspected by a Certified Access Specialist (*CASp*), and, if so, the landlord is required to provide the tenant with any report generated as a result of that inspection. A Clasp is a professional that has been certified by the State of California to have the knowledge required to adequately assess a property's compliance with state and federal construction-related accessibility standards, including the Americans with Disabilities Act ("ADA"). The tenant should expect the landlord to deliver the leased property in compliance with all accessibility standards. Moreover, as a best practice the tenant should make sure the lease addresses whether the landlord or the tenant will be liable for any ongoing costs of ADA compliance.

xxii. Parking

The tenant needs to understand its parking rights to ensure that its business will have adequate parking. The landlord may reserve rights with respect to parking to ensure that it can make necessary repairs to the premises. The lease should clearly state these rights of the landlord and the tenant.