

PUBLICATION UPDATE

Route to: _____ _____ _____ _____
 _____ _____ _____ _____

Florida Commercial Landlord-Tenant Law

Publication 80530

Release 40

June 2015

HIGHLIGHTS

Updates throughout the treatise include new discussion relating to

- **Indemnification** Clauses (new § 2.03[15])
- **Statutory Writ of Attachment** (new § 5.06)
- Examples of Lease Indemnification Clauses (new § 8.03[10A])

Case Law Developments:

VMI Entm't, LLC v. Westwood Plaza, LLC, 152 So. 3d 617 (Fla. 1st DCA 2014): While the landlord could obtain an *ex parte* statutory writ of attachment after the tenant defaulted on the lease and became indebted to the landlord for over \$50,000, the landlord could not attach the tenant's alcoholic beverage license without recording the security interest with the Florida Division of Alcoholic Beverages and Tobacco on forms authorized by the Division within 90 days of the creation of the interest.

Spirit Master Funding IV LLC v. All Sports Grill Holdings LLC, 2014 U.S. Dist.

LEXIS 114574 (M.D. Fla. Aug. 18, 2014): Where the agent for the tenant allegedly replaced the signature page of a lease assignment with one that identified a party other than the one the landlord believed had received the assignment, the court found that the complaint met the pleading specificity requirement of the Federal Rules of Civil Procedure when it alleged the agent concealed the intended assignee and secretly altered the assignment signature page. The complaint was, said the court, undeniably clear and the allegation that the agent signed the assignment on behalf of the named defendant before inserting a phony signature page was, in-and-of-itself, a misrepresentation pled with specificity.

Almany Investors, Ltd. v. Nextel South Corp., 2015 U.S. Dist. LEXIS 910 (S.D. Fla. Jan. 6, 2015): The plaintiff leased a portion of its roof to the defendant for a cellular communication system and the lease provided it could be terminated on 30 days prior written notice by the defendant tenant if the tenant determined the premises were "not appropriate for its operations for

economic or technological reasons, including, without limitation, signal interference.” The tenant sent the landlord notice of termination and the court said the tenant complied with the express terms of the termination clause, and there was no evidence that it acted in bad faith. The court held that the tenant was, therefore, permitted to terminate the lease.

Matthew Bender provides continuing customer support for all its products:

- **Editorial assistance**—please consult the “Questions About This Publication” directory printed on the copyright page;
- **Customer Service**—missing pages, shipments, billing or other customer service matters (1-800-833-9844).
- **Outside the United States and Canada**, (518) 487-3000, or fax (518) 487-3584;
- **Toll-free ordering** (1-800-223-1940).



www.lexis.com

Copyright © 2015 Matthew Bender & Company, Inc., a member of the LexisNexis Group.
Publication 80530, Release 40, June 2015

LexisNexis, the knowledge burst logo, and Michie are trademarks of Reed Elsevier Properties Inc., used under license. Matthew Bender is a registered trademark of Matthew Bender Properties Inc.

FILING INSTRUCTIONS

Florida Commercial Landlord-Tenant Law

Publication 80530 Release 40

June 2015

**Check
As
Done**

- 1. Check the Title page in the front of your present Volume 1. It should indicate that your set is filed through Release Number 39. If the set is current, proceed with the filing of this release. If your set is not filed through Release Number 39, DO NOT file this release. Please call Customer Services at 1-800-833-9844 for assistance in bringing your set up to date.
- 2. This Release Number 40 contains only White Revision pages.
- 3. Circulate the "Publication Update" among those individuals interested in the contents of this release.

Check
As
Done

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

For faster and easier filing, all references are to right-hand pages only.

VOLUME 1

Revision

<input type="checkbox"/>	Title page thru xi	Title page thru xi
<input type="checkbox"/>	1-1 thru 1-2.1	1-1 thru 1-2.1
<input type="checkbox"/>	2-1 thru 2-87	2-1 thru 2-97
<input type="checkbox"/>	3-1 thru 3-2.1	3-1 thru 3-2.1
<input type="checkbox"/>	3-21 thru 3-27	3-21 thru 3-27
<input type="checkbox"/>	4-1	4-1 thru 4-2.1
<input type="checkbox"/>	5-1 thru 5-4.1	5-1 thru 5-4.1
<input type="checkbox"/>	5-15	5-15 thru 5-17
<input type="checkbox"/>	6-1 thru 6-2.1	6-1 thru 6-2.1
<input type="checkbox"/>	6-9 thru 6-13	6-9 thru 6-14.1
<input type="checkbox"/>	7-1 thru 7-7	7-1 thru 7-8.1
<input type="checkbox"/>	8-1	8-1 thru 8-2.1
<input type="checkbox"/>	8-47 thru 8-49	8-47 thru 8-50.1
<input type="checkbox"/>	9-1 thru 9-5	9-1 thru 9-6.1
<input type="checkbox"/>	10-1 thru 10-7	10-1 thru 10-7
<input type="checkbox"/>	SYN-3	SYN-3 thru SYN-4.1
<input type="checkbox"/>	SYN-49	SYN-49 thru SYN-50.9
<input type="checkbox"/>	TC-1 thru TC-33	TC-1 thru TC-33
<input type="checkbox"/>	I-1 thru I-13	I-1 thru I-13

FILE IN THE FRONT OF THE FIRST VOLUME
OF YOUR SET

To order missing pages log on to our self service center, www.lexisnexis.com/printcdsc or call Customer Services at 1 (800) 833-9844 and have the following information ready:

- (1) the publication title;
- (2) specific volume, chapter and page numbers; and
- (3) your name, phone number, and Matthew Bender account number.

Please recycle removed pages.

MISSING FILING INSTRUCTIONS?
FIND THEM AT www.lexisnexis.com/printcdsc

Use the search tool provided to find and download missing filing instructions, or sign on to the Print & CD Service Center to order missing pages or replacement materials. Visit us soon to see what else the Print & CD Service Center can do for you!



www.lexis.com

Copyright © 2015 Matthew Bender & Company, Inc., a member of the LexisNexis Group.
Publication 80530, Release 40, June 2015

LexisNexis, the knowledge burst logo, and Michie are trademarks of Reed Elsevier Properties Inc., used under license. Matthew Bender is a registered trademark of Matthew Bender Properties Inc.

