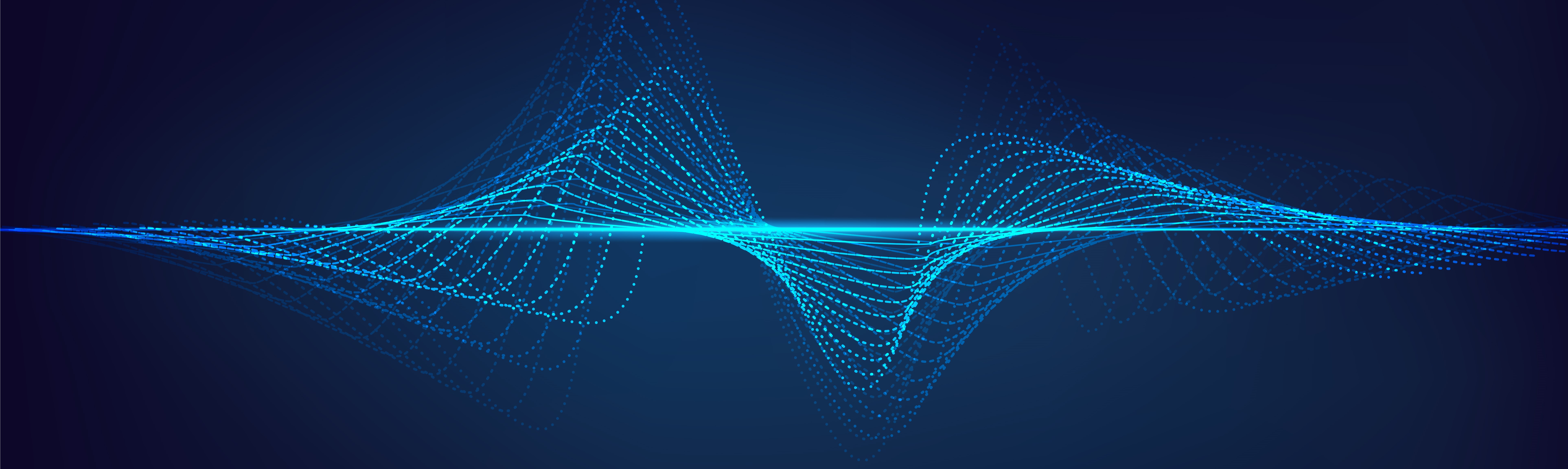
COVID-19: Global Real Estate Guide

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COVID-19 GLOBAL REAL ESTATE GUIDE

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Months after COVID-19 required governments to impose lockdowns and quarantines, the pandemic continues to affect many owners and occupiers of commercial properties. Parties wish to clarify their obligations and remedies in the light of constantly evolving government requirements. Multi-national companies face the added challenge of having to deal with real estate laws and practices that vary significantly across jurisdictions.

The Baker McKenzie Real Estate Practice Group is pleased to provide you with this guide, which is designed to address some common questions that landlords and tenants will be considering in these unprecedented and uncertain times. In this guide, Baker McKenzie lawyers from 39 jurisdictions share their high-level views on these key questions:

If the government has imposed additional public health requirements, can the landlord require the tenant to comply with these?

If compliance with public health requirements falls to the landlord, who pays for items such as an enhanced cleaning regime, additional cleaning of common areas, any deep cleaning, provision of additional refuse removal, for example?

If the tenant cannot use its property, does it have to continue paying rent?

Is it common for leases in this jurisdiction to contain a tenant's keep-open covenant?

If the lease contains a keep-open covenant, would the closure of the premises due to a governmental quarantine or shutdown result in an actionable breach of the covenant?

Can the parties claim that COVID-19 is a force majeure event, which excuses the parties from performing the lease obligations?

Can the parties claim that the lease contract is frustrated (and therefore terminated) by COVID-19?

Do landlords and tenants commonly obtain business interruption insurance?

Are there other government intervention schemes that may affect leases?

Are there any government actions in play affecting other real estate businesses or premises?

Are any additional laws being contemplated?

Are landlords and tenants negotiating amendments to leases?

As businesses re-open are there any new requirements to adhere to?

Are there other emerging trends or key issues for landlords or tenants?

We hope that this guide continues to encourage landlords and tenants to begin dialogue on some of these difficult questions. Generally, there are no clear-cut answers to these issues, in any jurisdiction. Therefore, there is no substitute for a careful review of the provisions of each lease and a thorough assessment against the relevant factual circumstances in each jurisdiction. The content of this guide is current as of the date indicated in each jurisdiction and does not constitute legal advice. The COVID-19 outbreak is an escalating situation and authorities are issuing advice on a daily basis. It is critical to assess the effectiveness, proportionality and reasonableness of any proposed action carefully on a case-by-case basis and in light of the most recent information and developments.

You may also want to visit the [Baker McKenzie Coronavirus Resource Page](https://www.bakermckenzie.com/en/insight/publications/2020/02/corona-virus-resource-center) to access a wealth of materials around this topic.

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