



# EBEWE Base Building Exemption Lease Check List



EXISTING BUILDINGS ENERGY & WATER EFFICIENCY PROGRAM

Last Updated 8/10/2023

## Instructions:

Complete the following form to confirm that your building meets **ALL 5 REQUIREMENTS** listed under Lease References below. Email the completed form along with the required attachment(s) listed in the "ARCx Request Base Building Exemption" guide posted under the "A/RCx User Instruction Guide" tile on the EBEWE Audits & Retro-Commissioning website at [ladbs.org/ebewe/audits-retro-commissioning](http://ladbs.org/ebewe/audits-retro-commissioning) to the EBEWE Team ([ladbs.arcx@lacity.org](mailto:ladbs.arcx@lacity.org)).

## BE ADVISED:

- DO NOT COMBINE LEASES ON A LEASE CHECKLIST.
- For exemptions for a tenant space, where multiple spaces exist in a building, the request for a Base Building Exemption will be denied if the Lease doesn't clearly show that the energy and/or water (as applicable to the requested exemption) equipment and systems/subsystems exclusively serve only the tenant space for which the exemption is being requested.
- For exemptions for a residential unit, the owner must provide proof that they own the equipment and systems/subsystems and they exclusively serve their unit. This information should be found in the Covenants, Conditions and Restrictions (CC&Rs) in the possession of the Home Owner's Association (HOA) and the Unit.
- The building owner must perform energy and water audits and retro-commissioning on all common areas outside of the tenant leased space and other non-exempt areas, including other vacant tenant spaces.
- Common areas of a building that are outside of the tenant space for which you are seeking an exemption cannot use any of the energy or water systems/subsystems that serve that tenant space. Common areas include, but are not limited to, corridors, lobbies, restrooms, retail space, other tenant spaces, and accessory buildings.

By completing and submitting this form you are attesting that the following information is factual and found as referenced in the copy of the Lease Agreement that you submitted; and that lease agreement **does not contain page breaks, DRAFT watermarks, or notes or other edits/markings added after it/they were executed.**

## Building Information:

Building Address: \_\_\_\_\_, LADBS Building ID: \_\_\_\_\_

Total Tenant Spaces in the Building: \_\_\_\_\_ Total Tenant Spaces to be Exempted: \_\_\_\_\_

**Note: Multi-Tenant Buildings must include a copy of the building floor plan which clearly identifies all tenant spaces by name/number and common areas.**

Are there Common Areas within the building that are outside of the tenant space(s)? YES  NO

Did You Attach a Copy of Your Building Floor Plans? (If no, explain why not) YES  NO

\_\_\_\_\_  
\_\_\_\_\_

Gross Floor Area of ONLY Tenant Spaces \_\_\_\_\_

Gross Floor Area of ONLY Common Areas (If applicable) \_\_\_\_\_

TOTAL Gross Floor Area [Tenant Space(s) + Common Areas] \_\_\_\_\_

**Lease Agreement Identification Information:**

Lease Agreement Between \_\_\_\_\_ and \_\_\_\_\_, for the term from \_\_\_\_\_ through \_\_\_\_\_.

**Lease References:**

Provide the item number(s) and page(s) on which the corresponding support information can be found within the Lease Agreement that you provided.

1. The **term of the lease** and any subsequent amendments/extensions must cover, at minimum, the following dates: BBS Exemption Request Date, Compliance Due Date, and the 12-month period following the Compliance Due Date.

- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_

2. The lease state's that the **Lessee's Obligations** includes, at the Lessee's sole cost and expense, the responsibility of keeping the building and building systems/subsystems in good order and condition. This includes the building's repair/maintenance which includes, but is not limited to, the electrical, plumbing, and heating-ventilating-air conditioning (HVAC).

- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_

3. The **Lessor's Obligations** within the lease does not include any responsibilities mentioned in the Lessee's Obligations.

- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_

4. The lease contains clear and concise verbiage stating that the **Lessee shall pay for all utilities** including but not limited to electricity, water, and gas.

- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_

5. The signatory pages for the original lease and subsequent amendments signed by Lessee and Lessor.

- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_
- **Item Number:** \_\_\_\_\_ **Page(s)** \_\_\_\_\_

