

RIW Attorney Jeremy Y. Weltman to Host Strafford's Upcoming Webinar about Allocating Risk in Real Estate Leases

By RIW on April 13, 2022



We are pleased to announce that **Jeremy Y. Weltman** will be speaking in an upcoming Strafford live video webinar, "**Allocating Risk in Real Estate Leases: Contractual Indemnities, Additional Insured Endorsements, Subrogation Waivers**" scheduled for Thursday, May 19, 1:00pm-2:30pm EDT.

Indemnification agreements are widely used to shift risk in a variety of real estate transactions. Real estate leasing counsel must understand the impact of indemnification lease provisions—who is ultimately responsible for the claim, and when and how is this responsibility shared? The indemnitor must negotiate contractual clauses that limit the scope of the indemnification.

The party seeking indemnification must negotiate provisions that address negligence, additional insured (AI) status, and defense of claims. Understanding the relationship between contractual indemnification, insurance requirements, and different AI endorsements is critical to effectively allocating risk. The prior ISO AI endorsement revisions are crucial when drafting risk transfer language.

One of the more complex risk mitigation issues is the interplay, under both property and liability policies, between the insurer's right of subrogation and the parties' attempts to waive subrogation. By way of mutual waivers, each party agrees to obtain from its insurer a waiver of the insurer's right of subrogation against the other party. Counsel must understand and critically analyze subrogation issues in lease negotiations.

Our panel will provide real estate counsel with a review of how parties in leasing transactions can allocate risk to protect their respective economic interests. The panel will address indemnification provisions, including those for actions arising from a party's negligence, AI endorsements, and waivers of subrogation for the parties to protect themselves from economic loss.

We will review these and other relevant issues:

- How can counsel draft indemnification lease provisions that protect their clients—whether the indemnitor, landlord, or tenant?
 - How can counsel ensure that contractually required AI coverage is satisfied by the named insured's policy?
 - How have the prior ISO's revisions to AI endorsements narrowed the scope of coverage for AIs?
 - How can counsel draft subrogation waivers that protect both landlords and tenants?
- After our presentations, we will engage in a live question and answer session with

participants so we can answer your questions about these important issues directly.

We hope you'll join us.

For more information or to register.

Attorney **Jeremy Y. Weltman** is a member of RIW's **Commercial Real Estate Group** and **Litigation Department**. Jeremy can be reached at 617-742-4200, or jyw@riw.com.

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