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DISCLAIMER

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Commercial buildings consume approximately 20 percent of all energy in the United States, and roughly 50 percent of commercial space in the country is leased by tenants. With this landscape, a 20 percent reduction in energy use, which is feasible with existing technologies, would lead to $5 billion in annual energy cost savings.\(^1\) However, conventional leasing practices often hinder both landlords and tenants from investing in energy efficiency in a cost-effective manner. Green leasing practices (also called “energy-aligned” or “high-performance” leases) allow tenants and landlords to collaborate and save energy, reduce costs,\(^2\) and achieve organizational sustainability goals.

Green Lease Leaders was created by the Institute for Market Transformation (IMT) and the U.S. Department of Energy’s (DOE) Better Buildings Alliance to recognize landlords and tenants who have implemented energy efficiency in a portfolio of leased spaces. This document provides guidance to landlords on how to achieve recognition as a Green Lease Leader.

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Common Questions

What is a portfolio?

A portfolio is the group of buildings or leased spaces to which the participant’s green leasing practices apply. Participants should strive to define the portfolio as all owned buildings or leased spaces in the United States. However, since this broad definition is not always feasible, participants may choose to define their Green Lease Leader portfolio as a subset of their U.S. portfolio. Examples include a regional portfolio or all buildings within an investment fund. Green Lease Leader portfolios which do not include the participant’s entire U.S. portfolio will be considered on a case-by-case basis.

I have many leases that will not come up for renewal for years. Can my organization still be recognized as a Green Lease Leader?

Yes. Participants are not required to renegotiate existing leases to meet their new green leasing policies before the renewal date. Revised policies and lease language should be the “going-in” offer in lease negotiations in new leases and lease renewals as they occur.

The leasing process is a negotiation. What if I’m not able to get every green leasing clause my organization has committed to in to every lease I sign?

That’s OK. It is understood that some green lease requests may be denied or changed during the lease negotiation process. However, starting lease negotiations with these requests ensures that both parties will at least discuss the intent of green leasing clauses. Many Green Lease Leaders have found that energy and water-related clauses and requests are easily negotiated into the final lease.

For Gold level recognition, does my organization have to meet all prerequisites and credits in a single executed lease?

Yes. While it is not required that every executed lease to contain each prerequisite and credit pursued, at least one lease provided for documentation purposes must show that all elements were executed.

How do I apply for recognition?

The online application can be found at www.greenleaseleaders.com/apply
Overview of Requirements

Green Lease Leaders recognizes two levels of achievement—Silver and Gold. The Silver level recognizes the establishment of foundational policies and business practices that encourage reduced energy and water consumption in leased spaces, while the Gold level builds on Silver level achievements, and recognizes execution of green leases and energy-efficient tenant fit-outs. Meeting the requirements for either level implies portfolio-wide implementation, i.e. the entire portfolio of leased spaces must be covered under the documentation provided to satisfy each prerequisite or credit. (See above for definition of portfolio.) The prerequisites and credits pursued to qualify for recognition do not need to appear in 100 percent of the final executed leases, but the intention is that they will be in most cases.

To achieve Silver recognition, tenants must establish a standard lease or corporate guidelines that meet the following prerequisites:

1. Provide sustainability contact to tenants
2. Implement cost recovery clause for energy efficiency upgrades benefiting tenant

Credits

Organizations must also put in place policies or corporate guidelines committing to at least five of the following leasing best practices:

1. Track common area energy use
2. Track common area water use
3. Disclose whole-building ENERGY STAR score to tenant annually
4. Ensure brokers have energy training
5. Implement landlord energy management best practices
6. Require tenants to purchase on-site renewables if offered by landlord and competitively priced
7. Meter tenant spaces that are greater than 5,000 square feet
8. Request annual tenant energy disclosure
9. Require minimum energy efficiency fit-out for tenants
10. Demonstrate innovation in leasing

To achieve Gold recognition, landlords must show implementation of both prerequisites and at least five credits listed above by providing an executed lease and other verifying documentation. A case study is also required for Gold recognition.
Each prerequisite and credit is described in more detail in this reference guide in the following manner:

**Intent**

**Requirements**
Silver Level
Gold Level

**Documentation**
Silver Level
Gold Level

**Resources**

The motivation behind each prerequisite or credit is described in the “Intent.” The “Requirements” describes how to satisfy each credit or prerequisite, while the “Documentation” section establishes the documentation needed to confirm achievement of the prerequisite or credit at the Silver or Gold level. *Confidential information may be redacted from any documentation submitted.* The “Resources” section provides practical information to assist participants in achieving credits such as templates, example lease clauses, and calculators.
Provide sustainability contact

**Intent**
Ensure that tenants will be able to easily communicate with the correct person within the landlord organization if there is a need to discuss energy efficiency, retrofits, billing issues, etc.

**Requirements**

**Silver Level:**
- Include a clause in the standard lease or establish corporate guidelines noting the landlord sustainability contact(s).

**Gold Level:**
- Meet the Silver level requirement AND
- Execute at least one lease stipulating a sustainability contact(s) to the tenant.

**Documentation**

**Silver Level:**
- Standard lease or corporate guidelines requiring a sustainability contact be identified

**Gold Level:**
- Silver level documentation AND
- At least one *executed* lease including a sustainability contact AND
- Estimated percentage of building square footage meeting this prerequisite

**Resources**

1. **Retail Green Leasing (see “5. Share Contact information,” page 2)**
   Explains the benefits of sharing sustainability and energy contact information.

**Example lease clause:**

*Landlord and tenant shall provide a point of contact to discuss issues related to sustainability and energy. Issues include, but not limited to retrofit projects, billing issues, energy efficiency upgrades, and data access.*

*Tenant sustainability contact:*
*Email:*
*Phone:*

*Landlord sustainability contact:*
*Email:*
*Phone:*
Implement cost recovery clause for energy efficiency upgrades benefitting tenant

Intent

Within typical lease structures, landlords incur capital expenses while making energy retrofits to their buildings, tenants often receive the monetary benefits attributed to the decrease in energy consumption. This leaves landlords with little incentive to make such energy efficient improvements. To address this, landlords can adopt a cost recovery clause to amortize and recoup capital costs for energy efficient improvements made to the building and common areas and reap the significant long-term savings that efficiency delivers.

Requirements

Silver level:

- Include a cost recovery clause in the standard lease allowing the landlord to amortize and recover capital costs from tenants for energy efficiency improvements made to the building which benefit tenants.

Gold level:

- Meet Silver level requirement AND
- Execute at least one lease containing the cost recovery clause

Documentation

Silver level:

- Standard lease or corporate guidelines meeting the requirements of this prerequisite

Gold level:

- Silver level documentation AND
- At least one executed lease containing the requirements of this prerequisite AND
- Estimated percentage of total square feet meeting this prerequisite across portfolio

Resources

1. Retail Green Lease Primer (see item #5 “Capital Improvement Costs” on pg.1)
   Lease provisions, modifications, and costs & benefits to overcoming the split-incentive barrier.
2. **Retail Green Leasing (see “Capital Improvement Costs: Cost Recovery” on pg. 3)**

Sample lease language for a cost recovery clause that eliminates the split-incentive issue.

**Example lease provision:**

*Landlord may include the costs of certain capital improvements [intended to] [that] improve energy efficiency in operating expenses of tenant space. The amount passed through by Landlord to Tenant in any one year shall not exceed the prorated capital cost of that improvement over the expected life cycle term of that improvement [and shall not exceed in any year the amount of operating expenses actually saved by that improvement]. Interest/the cost of capital can be included.*

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Track common area energy use

Intent

Tracking energy use across the portfolio is the first step towards managing energy performance and reducing waste. As we often say in the energy efficiency world, “you can’t manage what you don’t measure” and doing so allows landlords to manage consumption over time and to evaluate the effectiveness of energy improvements.

Requirements

Silver level:

• Establish corporate guidelines that energy use in common areas is to be recorded at least monthly.

Gold level:

• Meet Silver level requirement AND
• Record energy use monthly for common areas each building in the portfolio.

Documentation

Silver level:

• Corporate guidelines meeting the requirements of this credit

Gold level:

• Silver level documentation AND
• Documentation showing energy use is actively tracked across the portfolio.
  Acceptable documentation includes:
  o spreadsheet of properties and monthly energy usage
  o screenshot of ENERGY STAR Portfolio Manager account showing energy tracking.
• Estimated percentage of total square footage tracked across portfolio

Resources

1. ENERGY STAR Portfolio Manager
   Free online tool from the U.S. EPA which allows building owners and tenants to track energy, water and waste across their portfolios.

2. Working Together for Sustainability: The RMI-BOMA Guide for Landlords and Tenants (see “Process” on pgs. 2-3)
   Insights to overcome the “split-incentive” barrier in green leasing and process to implement energy tracking.
Example corporate guideline:

We are committed to reduce our carbon footprint by reducing the energy consumption at our faculties. We shall track energy consumption data of the common areas in all our properties on a monthly basis. This energy consumption data will be recorded monthly via ENERGY STAR Portfolio Manager or other tracking tools. Data will be used for the purposes of:

a. Monitoring and improving the energy performance of the Premise and/or
b. Measuring the energy performance of the Premises against any agreed targets.
**Track common area water use**

**Intent**
Tracking water use across the portfolio in common areas enables both tenants and landlords to understand consumption patterns, identify water-saving opportunities, and evaluate the effects of water-saving measures.

**Requirements**

Silver level:
- Establish corporate guideline requiring in common area water use to be tracked at least quarterly across the portfolio.

Gold level:
- Meet the requirement of Silver level AND
- Record water use quarterly for each common area in the portfolio.

**Documentation**

Silver level:
- Corporate guidelines requiring water use in common area to be recorded at least quarterly

Gold level:
- Silver level documentation AND
- Documentation showing water use is actively tracked across the portfolio. Acceptable documentation includes:
  - Spreadsheet of properties and at least quarterly water usage
  - Screenshot of ENERGY STAR Portfolio Manager account showing water tracking.
- Estimated percentage of total square footage tracked across portfolio

**Resources**

1. ENERGY STAR Portfolio Manager
   Free online tool from the U.S. EPA which allows building owners and tenants to track energy, water and waste across their portfolios.

**Example corporate guidelines:**

We are committed to reduce our water consumption. We shall track water usage of the common areas at all our properties on a quarterly basis. This

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4. Common area water use for this purpose is defined as the metered water use that the landlord manages and pays for.
water usage data will be recorded quarterly via ENERGY STAR Portfolio Manager or other tracking tools. Data will be used for the purposes of:

a. Monitoring and reducing the water usage of the Premise and/or

b. Measuring the water usage of the Premises against any agreed targets.
Disclose whole building ENERGY STAR score to tenant annually

**Intent**

An ENERGY STAR score is a 1-100 score describing the energy performance of the whole building as compared to other similar buildings. The score is an indicator of overall building energy performance and operation. Visibility of the score allows tenants to better understand their own energy performance in the context of the whole building, increase transparency, and establish more communication between landlord and tenant.

**Requirements**

Silver level:
- Establish in standard lease or corporate guideline that whole-building ENERGY STAR scores be disclosed annually to tenants upon request.

Gold level:
- Meet Silver level requirement AND
- Execute at least one lease meeting the requirements of this credit.

**Documentation**

Silver level:
- Corporate guidelines requiring that whole-building ENERGY STAR scores be provided annually to tenants upon request.

Gold level:
- Silver level documentation AND
- Executed lease meeting the requirements of this credit
- Documentation showing ENERGY STAR scores are provided upon request (e.g. copy of standard email sent tenant)
- Estimated percentage of total square footage meeting this credit across portfolio

**Resources**

1. **Retail Green Lease Primer (see item #9 “Utility Data Sharing” on pg. 2)**
   Lease provisions, modifications, and costs & benefits to implement energy data sharing.
2. **Retail Green Leasing (see “Utility Data Sharing” on pg. 4)**
   Strategies, justifications, and sample lease language that tenants can adopt to share energy data.

3. **Template Energy Disclosure Tracker**
   Template to track annual ENERGY STAR scores provided by tenants.

**Example corporate guideline:**

*We are committed to increase our energy data transparency and help our tenants to be more sustainable, therefore we will disclose whole-building ENERGY STAR scores annually to tenants upon request.*

**Example lease provision:**

*Landlord shall provide tenant with the building’s ENERGY STAR score annually. To the extent Tenant obtains electricity independently of the building, Tenant shall give Landlord access to Tenant’s data on energy use for inclusion in Landlord’s annual reports, ENERGY STAR annual rating and similar purposes.*

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5. Source: “**High performance lease criteria and sample lease language**” created by The High Performance Leasing Task Group of GSA’s Green Building Advisory Committee
Ensure brokers receive energy training

**Intent**
Maintaining a team of brokers with sustainability training facilitates negotiation and execution of energy-aligned lease contracts.

**Requirements**

- **Silver level:**
  - Establish corporate guidelines requiring brokers to complete at least one hour of training covering the fundamentals of energy efficiency and energy benchmarking in commercial buildings. Acceptable training includes following:
    - Current LEED Green Associate or LEED Accredited Professional status
    - Completion of “The Business Case for High Performance Buildings” training, developed with support from the U.S. Department of Energy
    - Other training such as internally developed energy or sustainability trainings considered on a case-by-case basis
  
- **Gold level:**
  - Meet Silver level requirement AND
  - Record name, date, length and source of training completed by each broker

**Documentation**

- **Silver level:**
  - Corporate guidelines requiring brokers receive energy training

- **Gold level:**
  - Silver level documentation AND
  - Verification of training completed by brokers (e.g. Broker name, title of training, date completed, and expiration date if applicable)

**Resources**

1. **The Business Case for High-Performance Buildings**
   Free 2-hour online building energy training for brokers developed by the Institute for Market Transformation with support from DOE.

2. **LEED Credential Exam Preparation Trainings**
   Trainings to prepare individuals to sit for LEED credentialing exams (LEED GA, LEAD BD+C, LEED O+M, etc.).
3. **Template Broker Energy Training Tracker**  
   Template to track training completed by brokers.

**Example corporate guideline:**

All brokers employed by or supporting the organization shall complete at least one hour of sustainability training covering the fundamentals of energy efficiency in commercial buildings.
Implement landlord energy-management best practices

Intent
By implementing energy management best practices in base building systems and common areas landlords can reduce the energy waste and operating costs.

Requirements
Silver level:

- Establish corporate guidelines requiring at least five of the following energy management best practices to be implemented in the portfolio:
  1. Restricted HVAC hours: Restrict HVAC hours to the tenants’ business hours, with a reasonable amount of extra time to allow the space to reach temperature set point. HVAC operation after hours available upon request.
  2. Space heaters: Prohibit use of space heaters.
  3. Daytime cleaning: Schedule janitorial work to occur during regular business hours to reduce time that building HVAC and lighting equipment are utilized.
  4. Air filters: To the extent managed by tenant, clean and replace air filters as often as recommended by manufacturers. Timely filter replacement can reduce HVAC equipment loads and energy use. Maintaining high indoor air quality can increase occupant comfort and reduce building-related illnesses.
  5. Thermostat set-back/set-up: Use programmable thermostats or other means to lower heating set point and increase cooling set point during unoccupied periods.
  6. Lighting Controls: Install lighting controls such as occupancy sensors, daylight harvesting, or timers in all non-regularly occupied spaces, including break rooms, storage rooms, and bathrooms.
  7. Plug load management: Train common area and back-of-house occupants to turn off or unplug lights, electronics, and appliances when not in use AND/ OR provide advanced powerstrips.
  8. Ongoing maintenance: Obtain regular (quarterly or annual) inspections of HVAC equipment, exhaust fans, etc. if controlled by landlord.
  9. Energy audit: Conduct base building and common area energy audits at least annually.
  10. Retrocommissioning: Conduct base building retro-commissioning periodically, in order to optimize energy consuming systems/equipment.

12. *Vending machines:* Prohibit vending machines or place on timers.


15. *Data center server rooms:* optimize air management.

16. *Data center server rooms:* optimize environmental controls (increase temperature and humidity ranges).

17. *Supplemental cooling:* optimize operational settings for CRAC units or other supplemental cooling in server rooms or other high-load spaces.

18. *Other:* Please specify additional energy management practices if not listed above. Eligibility is subject to review.

**Gold level:**

- Meet the Silver level requirement AND
- Verify that energy management best practices are implemented in base building and common area spaces across the portfolio.

**Documentation**

**Silver level:**

- Corporate guidelines requiring at least five of the energy management best practices listed above to be implemented across the portfolio

**Gold level:**

- Silver level documentation AND
- Verification that energy management best practices are implemented (see template tracker below) AND
- Estimated percentage of total square feet meeting this credit across portfolio

**Resources**

1. **Making Efficiency Work For You (see “Energy Management” on pgs. 10-11)**
   Sample lease language and operation recommendations to demonstrate how landlords can incorporate energy management best practices to lower energy usage.
2. **Energy Efficiency Lease Guidance (see” Section 1.3 - 15 & Appendix A)**
   Steps and points of negotiation for implementing energy management best practices.

3. **Existing Building Commissioning Toolkit**
   A collection of customizable templates and sample documents of many typical building commissioning deliverables and reports.

4. **Template Landlord Energy Management Best Practices Tracker**
   Template to track Energy Management Best Practices implemented by landlord.

**Example corporate guideline:**
We are committed to the following energy management practices in our base building systems and common areas:

1. Restrict HVAC operating time to our business hours with ample warm-up/cool-down time to reach temperature set point

2. Prohibit use of personal space heaters

3. Schedule common area building cleaning to occur during daytime hours, allowing non-emergency lighting to be turned off at night

4. Clean and replace air filter as recommended by the manufacturer to ensure equipment efficiency and maintain good air quality, for HVAC equipment that we control

5. Adopt temperature reset practices during unoccupied periods to avoid unnecessary cooling/heating

6. Install occupancy sensors in all non-regularly occupied spaces such as break rooms, storage room, bathrooms

7. Administering trainings or other strategies to turn off lights and appliances when not in use

8. Conduct regular HVAC equipment maintenance to ensure proper operation

9. Conduct energy audits periodically to identify any energy conservation measures

10. Conduct retro-commissioning periodically, in order to optimize energy consuming systems/equipment

11. Inspect walk-in refrigerator door gaskets for leaks and install strip curtains and automatic door closures (if applicable)

12. Prohibit use of vending machines to reduce energy usage

13. Monitor supplemental air conditioning units and refrigeration for leaks
**CREDIT 6**

**Require tenants to purchase on-site renewables if offered by landlord and competitively priced**

**Intent**

Some building owners are installing on-site renewables to guard against future energy price fluctuations and draw tenants who value building sustainability features. Requiring tenants to purchase competitively priced onsite renewable power if offered helps to ensure the success of this innovative energy approach.

**Requirements**

**Silver level:**
- Establish a corporate guideline or include a clause in the standard lease requiring tenants purchase of on-site renewables if provided by the landlord and priced competitively.

**Gold level:**
- Meet Silver level requirement AND
- Execute at least one lease containing the tenant commitment to purchase on-site renewables if provided by the landlord and priced competitively.

**Documentation**

**Silver level:**
- Standard lease meeting the requirements of this credit

**Gold level:**
- Silver level documentation AND
- At least one executed lease containing the requirements of this credit AND
- Estimated percentage of total square feet meeting this credit across portfolio

**Resources**

1. **Promoting Solar PV on Leased Buildings Guide**
   DOE resource highlighting benefits, barriers to, and strategies for installing solar PV on leased buildings.

2. **Retail Green Leasing (see “Rooftop Access and Control: Solar Panels” on pg. 5)**
   Sample Green Lease language requiring tenants to purchase energy from on-site renewable energy from the landlord.
3. **Regency Centers Landlord-Retailer Power Purchase Agreement Case Study**

Case study demonstrating the process and providing insight to successfully implement landlord-tenant PPA for a retailer space.

**Example corporate guideline:**

*We are committed to support renewable resources. We shall provide our tenants the option to purchase renewable energy for leased spaces and offer it at a rate that is at or below the rate offered by local utilities.*

**Example lease provision:**

*Tenants shall purchase energy from on-site renewables as provided by the landlord via a Power Purchase Agreement (PPA). Landlord shall install, own, and maintain the on-site generation and sell power directly to the Tenants at a fixed rate that is at or below electricity rate offered by local utilities. Customer agrees that Provider shall be entitled at any time or from time to time to acquire all of part of the electrical power for the Licensed Area from sources with low and/or zero greenhouse emissions. Additionally, to the extent that Customer pays or reimburses Provider for utility costs in addition to the payment of Base License Fees, Customer acknowledges and agrees that, for the purpose of determining the utility costs payable by Customer, Provider’s actual costs of renewable energy certificates, carbon offsets of other environmental sustainability credits shall be included to the same extent that the utility provider’s costs are included in such determination.*
Meter tenant spaces greater than 5,000 square feet

Intent
Submetering creates energy transparency which helps identify energy waste and corrective actions, encourages energy conservation and responsible consumption behavior from tenants, and allows landlord to accurately and fairly bill tenants. Note: This credit DOES NOT require installation of submeters for all new and renewed leases.

Requirement
Silver level:
- Include a clause the standard lease or establish corporate guidelines requiring submetering of leased spaces greater than 5,000 square feet or 20 kW of IT load for datacenters.
  - This requirement applies only to electricity use. In lieu of a single submeter for the entire leased space, it also acceptable to have end-use submeters, provided that those submeters collectively cover at least 80 percent of the total electricity used within the leased space.

Gold level:
- Meet Silver level requirement AND
- Execute at least one lease meeting the requirements of this credit.

Documentation
Silver level:
- Standard lease or corporate guidelines containing the requirements of this credit

Gold level:
- Silver level documentation
- At least one executed lease containing the requirements of this credit
- Estimated percentage of total square feet meeting this credit across portfolio

Resources
1. Retail Green Lease Primer (see item #8 on pg. 2)
   Lease provisions, modifications, and costs & benefits to submeter leased spaces.
2. **Retail Green Leasing (see “Utility Metering & Operating Expense: Submetering” on pg 3)**
   Sample lease language to implement a submetering clause

3. **Local Laws of the City of New York (see “Article 311: Installation of Electrical Sub-meters in Tenant Spaces” on pg. 4)**
   Lease language to implement submetering in tenant spaces.

**Example lease clause:**

Landlord will install an electric submeter to service the lease premises to measure the consumption of electricity in the lease premises, and Landlord will charge Tenant and Tenant will pay as an additional charge hereunder such amounts as are invoiced by Landlord for Tenant’s electricity usage as measured by such submeter, without markup by Landlord, and Landlord will make appropriate adjustments to the electricity charges included in Operating Expenses so that Tenant’s proportionate share of operating expense increase will not include such amounts with are separately invoiced and paid by Tenant.\(^6\)

For data center: Customer’s actual power consumption for a Licensed Area as reasonably determined by Provider pursuant to such measurement method or methods as Provider shall employ from time to time (including, without limitation, the use of sub-meters or pulse meters, electrical surveys, engineer’s estimates or a branch circuit monitoring), shall not at any time, exceed the applicable Electricity Capacity Threshold. The power drawn by all of Customer’s Equipment in a Licensed Area shall be included in the determination of Customer’s actual power consumption for such Licensed Area.

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Request annual tenant energy disclosure

Intent
Landlord visibility to tenant and whole-building energy use can help landlords see the effectiveness of energy efficiency improvements and determine needs for future upgrades or tenant energy efficiency engagement activities. This clause can also assist landlords who own or manage properties in cities implementing energy benchmarking laws which require landlords to track and report whole-building energy use publicly.

Requirements
Silver level:
- Include clause in standard lease or establish corporate guidelines requiring the tenants to share its energy usage with the landlord at least annually.

Gold level:
- Meet Silver level requirement AND
- Execute at least one lease meeting the requirements of this credit.

Documentation
Silver level:
- Standard lease meeting the requirements of this credit

Gold level:
- Silver level documentation
- At least one executed lease containing the requirements of this credit
- Estimated percentage total square feet meeting this credit across portfolio

Resources
1. Retail Green Lease Primer (see item #9 “Utility Data Sharing” on pg. 2)
   Lease provisions, modifications, and costs & benefits to implement energy data sharing lease clause.

2. Retail Green Leasing (see “Utility Data Sharing” on pg. 4)
   Strategies, justifications, and sample lease language to share energy data.

3. Making Efficiency Work for You (see “Building Utility Data Sharing” on pg. 9)
   Sample lease language for tenant energy disclosure.
Example lease provision:

Tenant shall be required to submit on a(n) [monthly, quarterly, annual] basis to Landlord energy and water consumption data, including total usage and total charges as they appear on Tenant’s electric, gas, water, and other utility bills, in a format deemed reasonably acceptable by Landlord.⁷

To the extent that Provider is not in possession of the applicable data, as reasonably determined by Provider, Customer agrees to submit to Provider, upon request from time to time but not more frequently than monthly, energy and water consumption data for the Licensed Area. Without limiting the foregoing, such data shall include total usage, as metered by the metering equipment serving the Licensed Area, and total charges as they appear on the electric, gas, water and other utility bills for the Licensed Area, in a format deemed reasonably acceptable by Provider.
CREDIT 9

Require minimum energy efficiency fit-out for tenants

**Intent**

Requiring minimum energy efficiency standards for tenant fit-outs can significantly reduce whole-building energy use over the life of the lease, unleashing lower energy bills for tenants, lower operating costs for landlords, and higher ENERGY STAR scores.

**Requirements**

Silver level:

- Require leased space fit-outs to meet the Environmental Protection Agency’s (EPA) ENERGY STAR Tenant Space criteria listed below, or other criteria equally or more stringent:
  1. Estimate tenant space energy use with EPA’s Target Finder Calculator or equivalent.8
  2. Meter tenant energy use.
  3. Light efficiently (use EPA’s Tenant Space Estimation tool to determine the target lighting energy unit intensity)
  4. Install efficient equipment.
  5. Share meter data with landlord on annual basis.

Gold level:

- Meet the Silver level requirements AND
- Execute at least one lease requiring fit-outs to meet the ENERGY STAR Tenant Space requirements or equivalent.

**Documentation**

Silver level:

- Standard lease or corporate guidelines requiring tenant fit-outs to meet EPA’s ENERGY STAR Tenant Space criteria or equivalent

Gold level:

- Silver level documentation AND
- At least one executed lease and/or work letter highlighting the requirements of this credit
- Estimated percentage of building square footage meeting this prerequisite

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8. The Tenant Space estimation tool is developed for the purpose of benchmarking against the historical energy use and validating against design goals
Resources

1. **ENERGY STAR Tenant Space: Eligibility and Criteria**
   Details of eligibility and criteria to earn ENERGY STAR Tenant Space recognition and meet the Green Lease Leaders energy efficient fit-out requirement.

2. **Retail Green Lease Primer (item 4 Leased Premises, page 1)**
   Lease provisions, modifications, and costs & benefits to achieve an energy efficient fit-out.

3. **Making Efficiency Works for You (see “Green Tenant Build out,” page 8)**
   Sample lease language to achieve an energy efficient fit-out.

   Sample lease language to achieve an energy efficient fit-out.

**Example Lease Clause:**

*Any and all Tenant Improvement Work and/or Alterations will be performed in accordance with Landlord sustainability practices that the Tenant has accepted as part of the lease agreement, namely the leased space fit-out must meet Environmental Protection Agency’s ENERGY STAR Tenant Space criteria.*

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Demonstrate innovation in leasing

**Intent**
Encourage landlords to advance energy efficiency in leased spaces with creative solutions not addressed in the Green Lease Leaders criteria.

**Requirements**

Silver level:
- Implement an innovative corporate guideline, lease clause or other best practice that directly or indirectly improves energy or water efficiency in the leased space portfolio. Proposed innovation credits will be considered by Green Lease Leaders program administrators on a case-by-case basis.

Gold level:
- Same as Silver level

**Documentation**

Silver level:
- Brief (500 words or less) narrative describing the proposed innovation credit and the extent to which it has been implemented across the portfolio
- Corporate guidelines, standard lease or other supporting documentation showing implementation of the innovative approach
- Estimated percentage total square feet meeting this credit across portfolio

Gold level:
- Same as Silver level