Green Lease Leaders



REFERENCE GUIDE FOR **TENANTS**

2027

Developed by:

IMT
INSTITUTE
FOR MARKET
TRANSFORMATION

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Why is Green Leasing Important?

Buildings generate nearly 40% of annual global greenhouse gas emissions. [1] Significant reductions in emissions can be achieved through the adoption of energy efficiency and renewable energy, however, in leased spaces, conventional leasing practices often hinder both landlords and tenants from investing in these projects. Green leasing practices (also called "energy-aligned," "high-performance," or "responsible" leases) allow tenants and landlords to collaborate and save energy, reduce costs, and achieve organizational sustainability goals. [2] Green leasing can be a powerful tool to reduce emissions from buildings. The lease sets the foundation for the partnership between the landlord and tenant for the lifetime of the lease. By incorporating sustainability and wellness discussions into the leasing process and integrating green lease clauses, landlords and tenants are working together to create processes and practices that benefit both parties.

What are the Benefits of Green Leases?

Green leasing can produce not only financial and sustainability gains, but also achieve a fundamental shift in what buildings can achieve for occupants and for communities. This can include, but isn't limited to:

- Decrease utility costs (a 2024 study by IMT demonstrates **an average 17% savings**)
- Gather necessary data for reporting and investor requirements
- Meet your organization's sustianability goals
- Create high quality, efficient, and healthy spaces for your employees
- Collaborate with landlords to comply with local building decarbonization regulations
- Support job creation (one estimate suggests as many as 25 million new jobs by 2030)[3]

1. Source: **"2018 Global Status Report."** Global Alliance for Buildings and Construction.
2. Source: **Feierman, Andrew. "What's in a Green Lease?"** Institute for Market Transformation.
3. Source: **Griffith, Saul, and Sam Calisch. "Mobilizing for a zero carbon America: Jobs, jobs, jobs, and more jobs,"** Rewiring America.

What is Green Lease Leaders?

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 utilized green leases to enable collaboration and building performance improvements. The Green Lease Leaders program sets the global standards for what constitutes a green lease and leasing best practices. It includes three levels: Silver, Gold, and Platinum. Silver recognizes companies that have incorporated green leasing into their standard lease form; Gold recognizes companies that have executed a green lease and Platinum recognizes companies who are integrating building performance with inclusive, equitable outcomes as well as financial and sustainability improvements. Achieving Platinum recognition is an acknowledgment that both landlord and tenant have committed to reducing negative building- related environmental impact, lowering energy consumption, improving occupant health, positively contributing to the local economy, and complying with local law.

This document provides guidance to tenants on how to comply with and implement green leasing standards and achieve recognition as a Green Lease Leader for their efforts.

ACKNOWLEDGEMENTS

Thank You to Our 2027 Supporting Partners

Green Lease Leaders is made possible through the contributions of our Supporting Partners. Our Champion, Teammate, and Friends' financial support directly fund the Green Lease Leaders program and resources to ensure that the industry has access to green leasing knowledge. Our Allies' promotional efforts help us spread awareness of the value of green leasing.

Champion

YARDI

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bre

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Additional Programs

Green Lease Leaders wishes to highlight other exceptional programs to help your company responsibly lease, manage, and operate buildings.

Corporate Engagement Opportunities (CEO)

IMT's CEO program is a subscription-based policy-tracking program that seeks to prepare businesses and their clients for buildng performance policy requirements and understand the risk of noncompliance.

Building Innovation Hub

IMT's Building Innovation Hub helps building industry professionals in and around Washington, DC create and operate high-performing buildings.

Better Buildings Partnership (BBP)

The Better Buildings Partnership is a UK-based collaboration of leading property owners who are working together to improve the sustainability of commercial buildings.

The Chancery Lane Project

The Chancery Lane Project helps organizations reduce emissions using the power of legal documents and processes.

Common Terms & Definitions

The list of terms below is used throughout this reference guide. To see the Green Lease Leaders Frequently Asked Questions, please visit our website.

Corporate Policy

A corporate policy is a company approved statement about company standard values and/or procedures. A corporate policy must be shared internally within the company or externally and have gone through a chain of approvals in order to be accepted as documentation for a Green Lease Leaders application. Examples of acceptable corporate policies include a company Environmental Social Governance policy, annual sustainability report, or standard procedure documents.

Resource: USGBC Corporate Policy Guide for High-Performance Buildings

Energy Performance Score

This score or rating can provide insight into a building's energy efficiency performance and compare a building's energy efficiency against similar buildings. For example, ENERGY STAR is a common U.S. energy performance score. Green Lease Leaders will also accept other similar energy performance scores in the application process.

Executed Lease

An executed lease is a binding agreement between both the tenant and landlord involved in the transaction. Green Lease Leaders will accept an executed lease from the past 12 months. For Gold & Platinum applications, please provide the full executed lease and highlight the language relevant to the prerequisites and credits that you're applying for. Use the same executed lease for each prerequisite and credit in your application. This is to demonstrate that one executed lease incorporates all of the prerequisites and credits.

Portfolio

A portfolio is the group of leased spaces to which the participant's green leasing practices apply. Participants should strive to define the portfolio as all leased spaces.

Standard Lease Form

A standard lease form is your base lease language or starting point for going into any leasing transaction. A standard lease form is nonbinding. For your Green Lease Leaders application, please provide the full standard lease form and highlight the language relevant to the prerequisites and credits that you're applying for. Many tenants do not have their own standard lease form. If this is the case for your organization, please provide your leasing memo, list of leasing requirements, or similar document that guides your standard leasing practices in place of the standard lease form requested in fulfilling each prerequisite or credit.

Submetering

Utility submetering is a system that measures the utility consumption of each tenant within a multi-tenant building.

Overview of Requirements

Green Lease Leaders recognizes three levels of achievement—Silver, Gold, and Platinum. Meeting the requirements for each level implies reasonable portfolio-wide implementation to satisfy each prerequisite or credit. (See "Common Terms & Definitions" 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.

Many tenants do not have their own standard lease form. If this is the case for your organization, please provide your leasing memo, list of leasing requirements, or similar document that guides your standard leasing practices in place of the standard lease form requested in fulfilling each prerequisite or credit.

- **Silver** level recognizes the establishment of foundational policies and business practices (e.g. a standard lease form that incorporates green lease language) that encourage reduced energy and water consumption in leased spaces.
- **Gold** level builds on Silver level achievements, and recognizes execution of green leases and utility-efficient tenant fit-outs.
- **Platinum** exemplifies achievements by both landlord and tenant to integrate environmental and social priorities into the lease and best practices.

Prerequisites

For **all recognition levels,** tenants must show evidence that the standard lease form or corporate policy meet the following two prerequisites.

1. Provide sustainability contact to landlords
2. Require minimum efficiency standards for leased space fit-outs

Credits

Organizations must also address at least 5 of the following best practices in a standard lease form, corporate policies, or other documentation. **At minimum, 3 credits must use the standard lease form (and executed lease, if applicable) as supporting evidence. Please provide the full standard lease and executed lease documents.** The Innovation Credit (Credit 15) can be used once in your application. For Platinum applicants, the Innovation Credit cannot be used in substitution of any of the required credits. **If using an executed lease as supporting evidence, the executed lease must be from within the past 12 months.**

- **Silver** recognition - tenants must provide evidence of the 2 prerequisites and 5 credits within a **standard lease form** and other verifying documentation.

- **Gold recognition -** tenants must provide evidence of the 2 prerequisites and 5 credits within a **standard lease form AND one executed lease** and other verifying documentation**.**

- **Platinum** recognition - tenants must provide evidence of the 2 prerequisites, credit 9, credit 10, credit 11, plus 4 additional credits of your choosing within a **standard lease form AND one executed lease** and other verifying documentation.

1. Track energy use across leased spaces
2. Track water use across leased spaces
3. Track waste generation and diversion rates across leased spaces
4. Energy transparency
5. Water transparency
6. Waste transparency
7. Ensure transaction management team receives green leasing training
8. Implement tenant energy management best practices
9. Purchase renewables if offered by landlord and competitively priced
10. Accept cost recovery for efficiency upgrades benefiting tenant
11. Include Environmental Social Governance requests in Site Selection Questionnaire
12. Establish a whole building performance reduction goal in carbon or energy use intensity (EUI) units
13. Establish social impact goals for health, wellness, diversity and inclusion
14. Establish impact goals for building resilience and climate risk
15. Innovation credit

Table 1. Prerequisites & Credits
(NOTE: A minimum of 3 credits must use a lease as evidence)

	Silver	Gold	Platinum
Prerequisite 1: Provide sustainability contact	Required	Required	Required
Prerequisite 2: Require minimum efficiency fit-out	Required	Required	Required
Credit 1: Track energy use across leased spaces	Option	Option	Option
Credit 2: Track water use across leased spaces	Option	Option	Option
Credit 3: Track waste generation and diversion rates across leased spaces	Option	Option	Option
Credit 4: Energy transparency	Option	Option	Option
Credit 5: Water transparency	Option	Option	Option
Credit 6: Waste transparency	Option	Option	Option
Credit 7: Ensure transaction management team receives green leasing training	Option	Option	Option
Credit 8: Implement tenant energy management best practices	Option	Option	Option
Credit 9: Purchase renewables if offered by landlord and competitively priced	Option	Option	Option
Credit 10: Accept cost recovery for efficiency upgrades benefiting tenant	Option	Option	Option
Credit 11: Include Environmental Social Governance requests in Site Selection Questionnaire	Option	Option	Option
Credit 12: Establish a whole building performance reduction goal in carbon or energy use intensity (EUI) units	Option	Option	Required
Credit 13: Establish social impact goals for health, wellness, diversity and inclusion	Option	Option	Required
Credit 14: Establish impact goals for building resilience and climate risk	Option	Option	Required
Credit 15: Innovation credit	Option	Option	Option

Each prerequisite and credit is described in more detail in this reference guide in the following manner:

Intent

Silver Requirements

Gold & Platinum Requirements

Resources

The motivation behind each prerequisite or credit is described in the "Intent." The "Silver Requirements" and "Gold & Platinum Requirements" describes how to satisfy each credit or prerequisite at the Silver, Gold, or Platinum level. **Confidential information may be redacted from any documentation submitted.** The "Resources" section provides practical information to assist participants in achieving the credit such as templates, example lease clauses, and calculators.

PREREQUISITE 1

Provide Sustainability Contact

Intent

Ensure that landlords will be able to easily communicate with the correct person within the tenant organization regarding energy efficiency, retrofits, billing issues, etc.

Silver Requirements

- Provide evidence of a clause or statement noting the tenant sustainability contact(s) and/or where information can be found on the tenant's sustainability program in **one of the following:**
  - Standard lease OR
  - Corporate policy OR
  - Online resource
- NOTE: The sustainability contact can be a general email address as long as it is monitored for inquiries from landlords. If providing an online resource as supporting evidence, you must demonstrate how you are sharing the online resource with the landlord. For example, the link to the online resource may be included in a standard email to the landlord.

Gold & Platinum Level Requirements

- Provide Silver requirements AND
- Provide evidence that the sustainability contact and/or sustainability information is accessible to landlords in an **executed lease** and/or reference to where sustainability information can be accessed by landlord.

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 for 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:

PREREQUISITE 2

Require Minimum Efficiency Fit-out

Intent

Requiring minimum energy, water, and waste efficiency and health standards for fit-outs can significantly reduce whole-building utility use over the life of the lease leading to lower utility bills, lower operating costs, and improved indoor air quality for building occupants.

Silver Requirements

- Provide evidence of **6 out of 9** of the requirements below or efficient leased space fit-outs within a **standard lease form OR corporate policy**:

    1. Meter/submeter tenant energy use or estimate tenant space use, if metering/submetering is not available
    2. Use efficient lighting strategies such as daylighting and occupancy sensors
    3. Install ENERGY STAR/high efficiency certified appliances and equipment
    4. Install WaterSense/high efficiency plumbing fixtures as applicable
    5. Use only low/no VOC paints, finishes and adhesives, such as Green Seal, Green Logo, or GreenGuard certified materials
    6. Reuse office furniture and materials as feasible
    7. Include recycling within construction waste management plan as feasible
    8. Establish recycling stations with clear instructions
    9. Ensure indoor air quality procedures are in place during any renovations so that other buildings occupants are protected

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide evidence that the minimum efficient fit-out are in an **executed lease OR work letter** OR
- Provide proof of ENERGY STAR Tenant Space recognition or similar certification for at least one leased space.

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. **IMT Green Lease Language Examples (see section " Fit-Out and Building Requirements")** Sample lease language listing tenant fit-out requirements.
3. **Retail Green Lease Primer (item 4 Leased Premises, page 1)** Lease provisions, modifications, and costs & benefits to achieve an energy-efficient fit-out.
4. **Making Efficiency Work for You (see "Green Tenant Build out," page 8)** Sample lease language to achieve an energy-efficient fit-out.
5. **Retail Green Leasing (see "Leased Premises Standards: Efficient Buildouts," page 3)** 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.[4]

4. Source: "Retail Green Leasing," Institute for Market Transformation

CREDIT 1

Track Energy Use Across Leased Spaces

Intent

Tracking energy use across your leased spaces 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 tenants to manage consumption over time and evaluate the effectiveness of energy improvements. **The purpose of this credit is tied to the tenant collecting energy use information in their space. If the tenant does not own the data, the tenant should demonstrate:**

- **Working with the landlord to obtain the data,**
- **Submetering to obtain data, or**
- **Any other data tracking methods will be reviewed on a case by case basis**

Silver Requirements

- Provide evidence that energy use in leased spaces is to be recorded at least monthly as a standard practice across the portfolio within **one of the following:**
    - Standard lease OR
    - Corporate policy

Gold & Platinum Requirements

- Provide Silver requirements AND
- Executed lease OR
- Provide evidence that energy use is tracked monthly for each leased building in the portfolio. Acceptable documentation includes:
    - Spreadsheet of properties and monthly energy usage OR
    - Screenshot of ENERGY STAR Portfolio Manager account, or other energy data tracking software, showing ongoing energy tracking.

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. **Retail Green Leasing (see #2 Benchmark Energy Use on pg. 2)** Strategies and justifications that tenants can use to monitor energy usage.
3. **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.
4. **Energy Efficiency Lease Guidance (see section 1.1)** Steps and points of negotiation when implementing policy for benchmarking water and energy usage.
5. **Efficiency Toolkit (see page 20 Measure & Maintain Progress)** Strategy outlining how benchmarking energy data and audits inform the types of upgrades and retrofits a landlord or tenant can take to address energy inefficiencies.
6. **Making Efficiency Work For You** A guide for empowering landlords and tenants to collaborate on saving energy and resources.

Example Corporate Policy Language

We are committed to reducing our carbon footprint by reducing the energy consumption at our faculties. We shall track energy consumption data at all the leased Premises 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:

1. *Monitoring and improving the energy performance of the Premise and/or*
2. *Measuring the energy performance of the Premises against any agreed targets.*

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.

The Landlord and the Tenant will share the Environmental Performance Data they hold relating to the Premises and/or the Building. This Environmental Performance Data will be shared on a regular basis [but not less frequently than monthly/quarterly/annually] with each other, with the Managing Agent and with any third party who the Landlord and the Tenant agree needs to receive such data. Save where they are under a statutory obligation of disclosure, the Landlord and the Tenant will keep confidential the Environmental Performance Data shared under this clause, and will only use such data for the purposes of:

1. *Monitoring and improving the Environmental Performance of the Premises and/or the Building and/or*
2. *Measuring the Environmental Performance of the Premises and/or the Building against any agreed targets. The Landlord will procure that the Managing Agent is placed under a similar obligation to that set out in clause [ ] to keep any shared data confidential and to use it only for the purposes listed in that clause.*

Where the Landlord or Tenant discloses any shared data to a third party, they will procure that third party is placed under a similar obligation to that set out in clause [insert page number of clauses outside of the lease document] to keep any shared data confidential and to use it only for the purposes listed in that clause."

CREDIT 2

Track Water Use Across Leased Spaces

Intent

Tracking water use across the portfolio enables both tenants and landlords to understand consumption patterns, identify water-saving opportunities, and evaluate the effects of water-saving measures. **The purpose of this credit is tied to the tenant collecting water use information in their space. If the tenant does not own the data, the tenant should demonstrate:**

- **Working with the landlord to obtain the data,**
- **Submetering to obtain data, or**
- **Collect pro rata data on a regular basis, if collecting consumption data is not feasible**

Silver Requirements

- Provide evidence of water use tracking on a quarterly basis, at a minimum, as a standard practice across leased spaces within **one of the following:**
    - Standard lease form OR
    - Corporate policy

Gold & Platinum Requirements

- Provide Silver requirements AND
- Executed lease OR
- Provide evidence that water use is recorded at least quarterly for each leased space in the portfolio. Acceptable documentation includes:
    - Spreadsheet of properties and at least quarterly water usage OR
    - Screenshot of ENERGY STAR Portfolio Manager account or other water data tracking software, showing ongoing water tracking.

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. **IMT: Green Lease Language Examples (See section "Water Consumption")** Sample lease language for a tracking water consumption clause.

Example Corporate Policy Language

We are committed to reducing our water consumption. Therefore, we shall track water usage data at all the leased Premises on a quarterly basis. Water usage data will be recorded on a quarterly basis via ENERGY STAR Portfolio Manager or other tracking tools. Data will be used for the purposes of:

1. *Monitoring and reducing the water usage of the Premise and/or*
2. *Measuring the water usage of the Premises against any agreed targets.*

Example Lease Clause

Landlord will install a water submeter to service the lease premises to measure the consumption of water 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 water usage as measured by such submeter, without markup by Landlord, and Landlord will make appropriate adjustments to the water 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.

CREDIT 3

Track Waste Generation and Diversion Rates Across Leased Spaces

Intent

Tracking waste generation and diversion rates across your leased spaces enables tenants and landlords to understand patterns and potential opportunities to reduce waste and divert materials from landfills. **The purpose of this credit is tied to the tenant collecting waste generation and diversion rates in their space whenever feasible.**

Silver Requirements

- Provide evidence that waste generation is tracked annually, at a minimum, as a standard practice within **one of the following**:
    - Standard lease form OR
    - Corporate policy

Gold & Platinum Requirements

- Provide Silver requirements AND
- Executed lease OR
- Provide evidence that waste generation is tracked at least annually for each leased space in the portfolio. Acceptable documentation includes:
    - Spreadsheet of properties and annual, at a minimum, waste generation OR
    - Screenshot from ENERGY STAR Portfolio Manager account, or other waste data tracking software, showing ongoing waste tracking.

CREDIT 4

Energy Transparency

Intent

Energy performance visibility, such as sharing an ENERGY STAR score, or NABERS rating, or other similar energy rating as applicable, allows tenants to better understand their energy performance in the context of the whole building and how the landlord is managing the building efficiency in general.

The intent of this credit is to encourage energy transparency. If the tenant controls the energy data of their leased space, the tenant must share the data with the landlord first before requesting whole building energy performance from the landlord.

- U.S. based applicants: 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 operations. A high ENERGY STAR score translates to a more efficient Power Usage Effectiveness metric.
- International applicants: For regions without ENERGY STAR, similar energy rating disclosures, such as NABERS, will be accepted for this credit.
- Triple net leases: If you are benchmarking and generating an ENERGY STAR score or similar energy performance score, you must show evidence of sharing this information with the landlord.

Silver Requirements

- Provide evidence that whole-building ENERGY STAR scores, NABERS rating, or similar energy rating be requested annually from landlords holding the leases for your organization's leased spaces within the **standard lease form OR corporate policy.**
- If the tenant controls the data, also provide **evidence of sharing your data with the landlord.**

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide evidence that whole-building energy performance be disclosed to the tenant at least annually within an **executed lease** AND
- Provide documentation showing energy performance requests to landlords such as a **copy of standard email request sent to landlords and tracking document showing when requests were sent.**

Resources

1. **IMT Green Lease Language Examples (see section "Data Sharing/ Disclosure")** Sample lease language for tenant energy disclosure.
2. **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.
3. **Retail Green Leasing (see "Utility Data Sharing" on pg. 4)** Strategies, justifications, and sample lease language to share energy data.
4. **Making Efficiency Work For You (see page 9)** Sample lease language for utility data sharing.

Example Corporate Guideline

We shall request annual ENERGY STAR score from the landlord(s). If an ENERGY STAR score is not available, we shall request the landlord to provide reports for the amount of electricity, natural gas and fuel oil (where applicable) consumed at the building broken down by utility type, energy unit usage (e.g., kWh, therms or ccf, gallons), cost per month for each energy source for the duration of the Lease and the Energy Use Intensity (EUI measured in kBtu/ SF/YR).

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.[5]

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

CREDIT 5

Water Transparency

Intent

Water performance visibility, such as sharing the building's water use intensity metric, Water Performance Score from LEED, or NABERS Water rating, or other similar water efficiency rating as applicable, allows tenants to better understand their water performance in the context of the whole building and how the landlord is managing building efficiency in general.

The intent of this credit is to encourage water transparency. If the tenant controls the water data of their leased space, the tenant must share the data with the landlord first before requesting whole building water performance from the landlord.

- Triple net leases: If you are benchmarking and generating a water performance metric, you must show evidence of sharing this information with the landlord.

Silver Requirements

- Provide evidence that whole-building water performance is requested annually from landlords holding the leases for your organization's leased spaces within the **standard lease form OR corporate policy**.
- If the tenant controls the data, also provide evidence of **sharing your data with the landlord as a standard practice**.

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide evidence that whole-building water performance is requested annually from landlords holding the leases for your organization's leased spaces within the executed lease AND
- Provide documentation showing water performance request to landlords such as a **copy of standard email request sent to landlords and tracking document showing when requests were sent**.
- If the tenant controls the data, also provide evidence of **sharing your data with the landlord**, such as a copy of an email or screenshot of landlord access to a utility tracking database.

Example Lease Provision

I. *"The Landlord and the Tenant will share with the other the energy, water and waste data they hold relating to the Premises [and the Building] [including (in the case of the Landlord) the Common Parts] and such other*

Environmental Performance data [and/or Social Impact data] as may be agreed from time to time by the parties. The energy, water, and waste data, and any other data the parties agree to share will be shared on a regular basis [but not less frequently than monthly/quarterly/ annually], with each other, the Managing Agent and with any third party who the Landlord or the Tenant (or both of them) (acting reasonably) believes needs to receive that data including for the purpose of any reporting or advice subject to the provisions of clause [(ii)].

II. *The Landlord and the Tenant will keep and will ensure their agents or advisers keep that data confidential except that they are entitled to use that data for any of the following: a. Monitoring and Improving the Environmental Performance [and Social Impact] of the Premises [and the Building]; b. Measuring the Environmental Performance [and Social Impact] of the Premises [or the Building] against any agreed or other targets; and c. Any reporting required by any Act or regulation or any voluntary certification or rating scheme affecting the Premises [or the Building] or the Landlord or the Tenant or required by any finance arrangements of either party.*

III. *Where either party or their agents or advisers use the Environmental Performance data [and Social Impact data] for any reporting, that party must ensure that they and their agents or advisers ensure that all data is anonymized.*

IV. *The Landlord and the Tenant must each nominate a point of contact responsible for data sharing and must promptly notify the other when this point of contact changes.*

V. *Where the Tenant procures its supplies directly from the providers of those Supplies, the Tenant hereby authorizes the Landlord to contact those providers direct to obtain consumption data in relation to the premises, and will, at the request of the Landlord provide any letter of authority a supplies provider requires.*

VI. *Nothing in this provision will oblige the Landlord to disclose to the Tenant Environmental Performance data received from any other tenant or occupier of [the Building].*

VII. *The Landlord will not disclose the Environmental Performance data provided by the Tenant to any other tenant or occupier of [the Building]." (Source: Better Buildings Partnership Green Lease Toolkit)*

CREDIT 6

Waste Transparency

Intent

Waste performance visibility, such as sharing the building's waste generation and waste diversion metrics, Waste Performance Score from LEED, or NABERS Waste rating, or other similar waste efficiency rating as applicable, allows tenants to better understand their waste performance in the context of the whole building and how the landlord is managing building efficiency in general.

The intent of this credit is to encourage waste transparency. If the tenant controls the waste data of their leased space, the tenant must share the data with the landlord first before requesting whole building waste performance from the landlord.

- Triple net leases: If you are benchmarking and generating a waste performance metric, you must show evidence of sharing this information with the landlord.

Silver Requirements

- Provide evidence that whole-building waste performance is requested annually from landlords holding the leases for your organization's leased spaces within the **standard lease form OR corporate policy**.
- If the tenant controls the data, also **provide evidence of sharing your data with the landlord as a standard practice**.

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide evidence that whole-building waste performance is requested annually from landlords holding the leases for your organization's leased spaces within an executed lease AND
- Provide documentation showing waste performance request to landlords such as a **copy of standard email request sent to landlords and tracking document showing when requests were sent**.
- If the tenant controls the data, also provide evidence of **sharing your data with the landlord**, such as a copy of an email or screenshot of landlord access to a utility tracking database.

Example Lease Provision

See example under Credit 5.

CREDIT 7

Ensure Transaction Management Team Receives Green Leasing Training

Intent

Maintaining a transaction management team with sustainability training facilitates negotiation and execution of green lease contracts. The intent of this credit is to ensure that parties involved in the lease negotiation process are knowledgeable about the value of green lease clauses. This is also applicable to outsourced transaction management teams.

Silver Requirements

- Provide evidence of requirements for any person responsible for managing leasing transactions between landlord and tenant (i.e. leasing agents or brokers) to complete at least one training course covering the benefits of efficient buildings and energy benchmarking in commercial buildings, and/or the benefit of green leasing within a **standard lease form OR corporate policy**. Acceptable training includes the following:
    - Current LEED Green Associate or LEED Accredited Professional status
    - Completion of one of the following trainings:
        - **"The Business Case for High Performance Buildings"** OR
        - **"Green Leasing 101"** OR
        - **"A Conversation with Green Lease Leaders"** OR
        - **"The Chancery Lane Project Training Course: Climate Contracting in Action"**
    - Other dedicated training that informs on 1) the value of ENERGY STAR ratings or similar energy performance disclosure, 2) energy and water efficiency, 3) green leasing, 4) efficient build outs, and 5) effective tenant and landlord engagement. These trainings should be a minimum of 30 minutes and will be considered on a case-by-case basis.

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide a **record** of each team member's name, date of training, length of training, source of training completed, and expiration date if applicable.

Resources

1. **Climate Contracting in Action** Online training course from The Chancery Lane Project to educate business and legal professionals on how to align contracts with climate action.
2. **The Business Case for High-Performance Buildings** Free 2-hour online training developed by the Institute for Market Transformation with support from DOE.
3. **Rethinking Leasing: Spotlight on the 2019 Green Lease Leaders** This online video highlights examples of how Green Lease Leaders effectively implement green leases to support collaborative landlord tenant relationships.
4. **A Conversation with Green Lease Leaders** This webinar with 2021 Green Lease Leaders demonstrates how green leasing can offer a competitive advantage across sectors.
5. **LEED Credential Exam Preparation Trainings** Trainings to prepare individuals to sit for LEED credentialing exams (LEED GA, LEAD BD+C, LEED O+M, etc.).
6. **Template Transaction Management Team Energy Training Tracker** Template to track training completed by transaction management team members.
7. **Building Innovation Hub: Tenant Broker Playbook** Guidance for brokers to help tenants understand the long-term implications of their leasing decisions, including how efficiency, health, and safety measures can affect everything from operating costs to worker productivity to ESG reporting.
8. **Efficiency Toolkit (see page 11 for Use high-performance clauses)** Learn about six (6) strategies that will help you gain buy-in and ensure efficiency is incorporated in decision making and investments made by landlord and tenant.

Example Corporate Policy Language

All transaction management team members shall complete sustainability training covering the fundamentals of energy efficiency in commercial buildings.

CREDIT 8

Implement Tenant Energy Management Best Practices

Intent

By implementing energy management best practices across all controlled spaces and equipment, tenants can reduce their energy waste.

Silver Requirements

- Provide evidence within a **standard lease form OR corporate policy** that **at least 5** of the following 19 energy management best practices are implemented in the portfolio:

    1. **Optimize HVAC hours:** Work with landlord to optimize HVAC schedule and to only operate HVAC during tenant's business hours, with a reasonable amount of extra time to allow the space to reach temperature set point, per tenant 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 occupants to turn off or unplug lights, electronics, and appliances when not in use and/or provide advanced powerstrips at employee workstations.
    8. **Ongoing maintenance:** Obtain regular (quarterly or annual) inspections of HVAC equipment, exhaust fans, etc. if controlled by tenant.
    9. **Energy audit:** Conduct tenant space energy audit at least annually.
    10. **Retrocommissioning:** Conduct retro-commissioning periodically, in order to optimize energy consuming systems/equipment.

11. **Walk-in refrigerators:** Inspect walk-in refrigerators for leaks. Install strip curtains and automatic door closures.
12. **Vending machines:** Prohibit vending machines or place on timers.
13. **Refrigerant leaks:** To the extent managed by tenant, monitor supplemental air-conditioning units and refrigerators for leaks.
14. **Central plant:** Continuous optimization of chilled and hot water temperatures/flows.
15. **Data center server rooms:** Optimize air management.
16. **Data center server room controls:** 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. **Data center IT load:** Increase server utilization via virtualization.
19. **Other:** Please specify additional energy management practices if not listed above. Eligibility is subject to review. A substitution checklist of practices for an industrial portfolio is the **ENERGY STAR Warehouse Best Practices checklist.**

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide documentation verifying that energy management best practices are implemented in leased spaces across the portfolio such as a **tracker.**

Resources

1. **Building Energy Exchange Playbook for Tenants** This playbook includes key insights and a suite of actionable resources to support Tenants in improving building performance throughout the leasing cycle.
2. **Efficiency Toolkit (see page 10)** Create sustainable operations incorporating two strategies: physical building standards and employee-driven operations.
3. **Building Innovation Hub: Commercial Tenant Playbook** Use this playbook to prioritize building performance that can provide positive long-term returns on your finances and improve worker productivity.
4. **Making Efficiency Work For You (see "Energy Management" on pgs. 10-11)** Sample lease language and operation recommendations to demonstrate how tenants can incorporate energy management best practices to lower energy usage.

5. **Energy Efficiency Lease Guidance (see Section 1.3 - 15 & Appendix A)** Steps and points of negotiation for implementing energy management best practices.
6. **Template Tenant Energy Management Best Practices Tracker** Template to track energy management best practices.
7. **Warehouse Best Practices Checklist** ENERGY STAR created this checklist for warehouse properties to identify low-cost operations and maintenance practices to reduce energy use.

Example Corporate Policy Language

We are committed to the following energy management practices in our leased spaces:

1. *Work with landlords to optimize 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 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 for HVAC equipment that we control.*
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 9

Purchase Renewables if Offered by Landlord and Competitively Priced

Intent

Some building owners are installing on-site renewables or offering off site renewable energy to guard against future energy price fluctuations and draw tenants who value building sustainability features. By agreeing to purchase renewables if provided by landlord and priced competitively, tenants can lock in a fixed and known energy cost for the future, contribute to corporate renewable energy purchasing goals, and benefit from a more resilient distributed power source.

Silver Requirements

- Provide evidence of requirement that you will purchase on or off-site renewables if provided by the landlord and priced competitively **within one of the following:**
  - Standard lease form OR
  - Corporate policy

Gold & Platinum Requirements

- Provide Silver level requirements AND
- Provide evidence of tenant commitment to purchase renewables within an **executed lease.**

Resources

1. **IMT Green Lease Language Examples (see section "Purchase of On-site Renewables")** Sample lease language for financing, installation, and operation clauses that allow both parties to invest in renewables.
2. **Promoting Solar PV on Leased Buildings Guide** DOE resource highlighting benefits, barriers, and strategies for installing solar PV on leased buildings.
3. **Promoting Solar PV on Leased Buildings Guide** DOE resource highlighting benefits, barriers, and strategies for installing solar PV on leased buildings.

5. **Regency Centers Landlord-Retailer Power Purchase Agreement Case Study** Case study demonstrating the process and insight to successfully implement landlord-tenant PPA for a retailer space.
6. **Green Lease Leaders: Using the Lease to Drive Innovation and Clean Energy** Leading sustainability professionals share their organization's best practices that every real estate or sustainability practitioner should consider when leasing property.

Example Corporate Policy Language

We are committed to supporting renewable resources. We shall purchase renewable energy from landlords if it is offered at a rate that is at or below the rate offered by local utilities.

Example Lease Clause

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.

CREDIT 10

Accept Cost Recovery Clause for Efficiency Upgrades Benefiting Tenant

Intent

When landlords incur capital expenses while making energy retrofits to their buildings, tenants receive the monetary benefits attributed to the decrease in energy consumption, creating a split-incentive problem. This leaves landlords with little incentive to make such energy efficiency improvements. To address this problem, tenants should agree to accept a cost recovery clause allowing landlords to amortize and recover capital costs for energy efficiency improvements made that will reduce the tenant operating expenses.

Silver Requirements

- Provide evidence of a cost recovery clause allowing the landlord to amortize and recover capital costs from tenants for energy efficiency improvements which benefit the tenant in a **standard lease form.**

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide evidence of a cost recovery clause allowing the landlord to amortize and recover capital costs from tenants for energy efficiency improvements made to the building which benefit tenants in an **executed lease.**

Resources

1. **IMT Green Lease Language Examples (see page 4)** Sample lease language for cost recovery clause that eliminates the split incentive
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 problem.

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.[6]

Service Charge Exclusions… Costs of upgrading, innovation or improvement resulting from any repair, maintenance, reinstatement, rebuilding or replacement, but this will not prevent the Landlord including costs within the Service Costs where they arise… where replacement or renewal is reasonable and cost-effective and will reduce operating costs for the benefit of the tenants of the Lettable Units [or improve for the tenants the Environmental Performance of the Centre]. [7]

6. Source: "Retail Green Leasing," Institute For Market Transformation
7. Source: "Leases," Model Commercial Lease

CREDIT 11

Include Environmental Social Governance Requests in Site Selection Questionnaire

Intent

Tenants can quickly assess the utility performance and sustainability of a landlord's building by administering a site selection questionnaire. This will help to ensure the performance of the building meets the Environmental Social Governance requirements of the tenant.

Silver Requirements

- Provide evidence of requesting **at least 3** out of the 8 following pieces of information from potential landlords in a **Site Selection Questionnaire**:
    1. Whole building energy performance
    2. Whole building water performance
    3. Confirmation if landlord is recognized under Green Lease Leaders program or other sustainable building certification/rating
    4. Any current building performance certifications such as ENERGY STAR, LEED, BREEAM, WELL, Fitwel, Green Star, or others
    5. Any applicable current or upcoming building performance standard policies or energy performance policies
    6. Base building indoor air quality performance documentation
    7. Applicable physical climate risk information such as building is located in a flood plain, wildfire risk, major storm risk, or heat stress risk
    8. Nearby public transportation options such as train and bus stations

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide evidence of at least one **completed questionnaire.**

Resources

1. **USGBC Corporate Procurement Guide for High-Performance Buildings**
   This guide includes practical considerations, model language, and links to additional resources.
2. **Building Energy Exchange Playbook for Tenants**
   This playbook includes key insights and a suite of actionable resources to support Tenants in improving building performance throughout the leasing cycle.
3. **Green Leasing Questionnaire**
   Template language for energy information in Site Selection Questionnaire.

CREDIT 12

Commit to Actively Contributing to a Whole Building Performance Reduction Goal in Carbon or Energy Use Intensity (EUI) Units

Intent

Real estate in the U.S. and around the world is experiencing an astronomical disruption due to stakeholder demands such as climate change policies. This will reshape the future of buildings, how they are built, operated and occupied for the foreseeable future. To meet this requirement, building owners and tenants need to prioritize **building-level** strategies that reduce whole building carbon emissions and comply with more stringent regulations and reputational requirements.

- Platinum applicants: This credit is **REQUIRED** to achieve Platinum recognition.

Silver Requirements

- Provide evidence of a building performance goal that reduces a building's carbon or site Energy Use Intensity (EUI) to meet a target goal by a target year (examples: committing to **Science Based Target Initiative (SBTI)**/ net zero by 2050/ **Better Climate Challenge**, or an energy reduction goal to comply with jurisdictional building performance standard mandates) and landlord and tenant responsibility towards meeting the goal within **one of the following:**
  - Standard lease form OR
  - Corporate policy AND
- Provide an **action plan** outlining the landlord-tenant responsibilities to meet the building performance goal. This step is essential to providing a transparent process for achieving building performance goals.

Gold Requirements

- Provide Silver requirements AND
- Provide the building carbon or site EUI performance goal clauses within **an executed lease.**

Platinum Requirements

- Provide Gold requirements AND
- Provide **documentation** verifying that the performance goal and action plan are implemented.

Building Performance Goal

The directive is to identify and set a building performance goal that requires the entire building's energy consumption and/or carbon emissions to be evaluated. With tenants **consuming upwards of 80%** of the energy in a leased building, it is critical to integrate tenant energy-reduction strategies to improve whole-building energy performance.

1. To make an accurate calculation, the tenant should work with the landlord to evaluate all energy consumed (including plug loads, lighting, and heating and cooling loads), and set an energy consumption limit for their leased spaces.
2. The energy or carbon reduction goal does not need to be public to earn Platinum recognition, but it should be stated within a lease and/or in a corporate policy or other form of communication that is shared with the landlord. Landlord and tenant agrees to implement solutions which contribute to building's carbon or energy reduction goal.

Action Plan to Meet Performance Goal

A building specific action plan to meet a performance goal should include the following components (in whole or in part):

- The stated performance goal for the building
- Energy efficiency:
    - An energy audit/recommissioning report of energy conservation measures
    - A capital plan and timeline to complete the recommended measures
    - Plan related to incorporating efficiency into tenant fit outs and as applicable
    - A plan for calculating, setting consumption limits, and monitoring tenant energy usage
- Electrification:
    - Identifying and timeline for replacing any equipment over time that uses fossil fuels
- Renewable energy:
    - Review of renewable opportunities
    - Plan for integrating renewables either on site or off-site, such as green power procurement
    - Includes plan for landlord engagement
- Ongoing monitoring of progress to goal

Resources

1. **National Renewable Energy Laboratory's how-to guide on properly installing an APS in an office setting** A tear sheet describing Advanced Power Strips and how to manage plug loads based on equipment type.
2. **Getting Started with Performance-Based Leasing** This document is part of a toolkit providing commercial building owners and their tenants with a high-level introduction to the growing trend of building performance-focused legislation; the impacts of such policies on traditional leasing structures; and the new concept of performance-based leasing.
3. **Performance-Based Lease Template** This performance-based template lease offers provisions to create an equitable agreement between landlord and tenant by clearly defining a building's performance goal and how both parties will meet this goal.
4. **Summary of Model Performance-Based Lease Provisions** This document provides a high-level look at key provisions in IMT's model performance-based lease template.
5. **Department of Energy Better Climate Challenge** This is a voluntary, market-based platform for organizations to set ambitious, portfolio-wide, operational GHG emissions reduction goals and showcase how they are taking steps to address climate change.

Example Clauses for Meeting Performance Goals

Operating Expense: *"Operating Expense" includes the "costs to comply with laws and governmental requirements of general applicability to the building… the purpose of which is to cause a reduction in greenhouse gas emissions or energy use intensity" and "the costs to comply with building performance standards," including the costs of recommissioning and implementation of resulting recommendations.* **(IMT Performance-based lease provisions 2021)**

Local Law Compliance: *"The Tenant, at its expense, shall comply with Landlord's Building Performance Goal. The Tenant shall also comply with any federal, state, or local laws applicable to the reduction of greenhouse gases or the use of sustainable materials, to the extent such laws are applicable to Tenant."* **(IMT Performance-based lease provisions 2021)**

Building Performance Data Sharing: *"Landlord shall provide Tenant with an annual energy use summary indicating the energy consumed in any Building Common Areas (total and kilowatt hours/square foot) and the energy consumed in the Building as a whole (total and kilowatt hours/square foot) the previous year. Landlord shall also provide Tenant the Building's ENERGY STAR score"* **(IMT Performance-based lease provisions 2021)**

Recommissioning: *"Prior to the recommissioning set forth in [x section], every [x] calendar years, Landlord will work with a Tenant point of contact*

to issue a survey to all occupants of the Premises to evaluate thermal comfort, functionality, transportation methods, health and productivity, and Tenant operations, including the type of equipment used, lighting systems, plug load management, and hours of operations. Survey results will be used to inform recommissioning and to improve the functionality and comfort of the Premises. Surveys shall be coordinated through the designated Tenant point of contact and shall not occur more than once per calendar year. Interviews may be used to supplement the surveys, pending approval from the Tenant point of contact." **(IMT Performance-based lease provisions 2021)**

Systems Commissioning: *The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning shall cover work associated with TIs or alterations. In instances involving minimal improvements, recommissioning is required to ensure that the systems are operating properly. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.*

a. *The Lessor shall submit a written commissioning plan prior to completion of Design Intent Documents (DIDs). In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan shall include:*

   - *A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and*
   - *A description of how commissioning requirements will be met and confirmed (***GSA global lease template***)*

Zone Control: *Provide individual thermostat control for office Space with control areas not to exceed 1,500 ANSI/BOMA Office Space (ABOA) SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited. (Source:* **GSA Request for Lease Proposal template***)*

Landlord-Tenant Communication Plan: *"To promote Sustainable Use and Sustainable Management, the Landlord shall organize a meeting to take place monthly/quarterly ("Sustainability Dialogue") in which*

the following shall be decided on: a) The recording and analysis of suggestions by the Tenant [tenants] concerning the Sustainable Use and/ or Sustainable Management of the Leased Property and the discussion of suitable measures; b) The preparation of manuals and/or guidelines on Sustainable Use and/or Sustainable Management; c) If manuals and/ or guidelines on Sustainable Use and/or on Sustainable Management exist, how their content and discussions as to any revision are to be communicated; d) The implementation of further means of optimizing Sustainable Use and/or Sustainable Management. [e) The coordination of the means for the Parties jointly to market the sustainability standards that have been achieved at the Leased Property including aspects of Sustainable Use and/ or Sustainable Management to third parties.] The representatives of the Landlord, any property and/or facility management company and third parties involved in the management of the Leased Property shall participate in the Sustainability Dialogue. On the part of the Tenant [the Sustainability Officer/at least one employee] shall participate in the Sustainability Dialogue. The Sustainability Dialogue should take place [every quarter/every half year/as required but at least [ ] with a view to promoting Sustainable Use and Sustainable Management. The Sustainability Dialogue may also take place within the framework of [other discussions/a meeting of the advertising association of the Leased Property] as an independent discussion point. **(DLA Piper. German Market Toolkit. 2015)**

CREDIT 13

Establish Social Impact Goals for Health, Wellness, Diversity and Inclusion

Intent

Communities are calling for a just transition to a regenerative economy. Provide a healthy, safe and equitable working environment for all occupants by utilizing expertise, technology, and innovation to manage the day-to-day performance of buildings and tenant spaces.

- Platinum applicants: This credit is **REQUIRED** to achieve Platinum recognition.

Silver Requirements

- Provide evidence of **standard lease form, corporate policy, or checklists, or procurement policies** which include **at least 6 out of 12** items from the list below.

    1. **Green building certification for building or for tenant space** achievement, such as achieving one or more of the following:

        - LEED
        - Green Globes
        - BREEAM
        - WELL Building Standard
        - WELL Equity Rating
        - Fitwel
        - Living Building Challenge
        - SEAM
        - Passive House
        - Green Star
        - Other global green building standard not listed above that addresses health & wellness and/or equity

    2. **Indoor Air Quality** management plan including regular monitoring and testing. No smoking allowed in leased spaces.
    3. **Green cleaning policy** to reduce building occupant potential exposure to chemicals or other contaminants that can adversely affect human health
    4. **Active building/space design** that encourages walking, bicycling, recreation, social connection, and connection to nature. Space

accessibility (e.g. incorporating lifts and ramps to ensure that people of various mobility are able to use the space).

5. **Vendor prioritization** of vendors/contractors with high-road contracting practices that address safe working conditions, fair livable wages, and encourage continuous training
6. **A supplier scorecard** that ranks suppliers on their environmental, social and governance practices, including labor practices, human rights, diversity and inclusion, and ethical business practices
7. **Supplier diversity goal** including setting and tracking a goal to increase spending with diverse suppliers, for example, minority-owned, women- owned, LGBTQ, and veteran-owned companies and date by which the goal will be achieved
8. **Supplier apprenticeship program** that includes mentorship or access to grants providing the skills and financial access needed for minority-owned businesses to compete with larger resourced vendors/ suppliers
9. **Community supplier diversity and apprenticeship program** that offers training and mentoring to community members, or local hiring pool, providing skills so they can enter the clean energy industry.
10. **Racial equity:** Institute policies and training that combat racial bias, such as non-retaliation policies, bystander intervention training, and cultural competency courses
11. **Diversity training:** Providing employee and building tenants racial profiling and de-escalation training to avoid creating unsafe conditions for employees and customers
12. **Other:** Implementing diversity and economic inclusion examples not listed which seek to improve internal business practices will be considered for this criterion

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide **documentation** verifying the social impact goals for health, wellness, diversity and inclusion are tracked and implemented in a building and across a portfolio.

Resources

Health

1. **Building Performance Standard Module: Ventilation and Indoor Air Quality** This document is part of a series of creative, impactful policy toolkits consisting of policy briefs and deployment modules designed for jurisdictions but can be adapted by building owners to address complex social and environmental problems related to the built environment.
2. **U.S. Green Building Council Green Building Certification** LEED v5 Guide A rating system for the design, construction and operations of high-performance green buildings.
3. **Fitwel Certification System** Fitwel Resource Resources provide you with the information needed to advance health and wellbeing in your buildings and communities.
4. **International WELL Building Institute Health and Safety** The WELL Health-Safety Rating for Facility Operations and Management helps buildings and organizations address the health, safety and well-being of their most valuable asset-people.
5. **RESET Building Standard** A data quality standard explicitly designed for continuous monitoring sensors in the built environment.

Diversity & Inclusion

Industry Examples

6. **Apple Supplier Mentorship Program** The Apple mentorship program selected companies to participate in customized training, and have access to Apple experts and an alumni community. Following the three-month virtual program, the companies will be considered for opportunities to act as suppliers to Apple as it works to become carbon neutral for its supply chain and products by 2030.
7. **CBRE Procurement Process, Purchasing Company Pledge and Policy** CBRE pledged to spend $1 billion with diverse suppliers in 2021 and to grow this spending to $3 billion by 2025.
8. **Columbia Property Trust Supplier Diversity Program** In this program, Columbia Property Trust attracts and retains diverse suppliers through engagement, outreach, assistance and an internal process that assesses insurance limits, contract requirements, and access to opportunities.
9. **The Racial Bias in Retail** Sephora commissioned the first of its kind research study on the state of racial bias in retail today.

10. **Taza Development Indigenous Hub** The Taza development is a 1,200 acre mixed use property that provides the opportunity for Tsuut'ina citizens to work, live and flourish near their families and extended Native community while strengthening the Tsuut'ina Nation's economic stability.

Guides

11. **Building Innovation Hub Contractor Selection Criteria Checklist** This document provides recommendations when reviewing bids and for RFPs and RFQs as part of the contractor selection criteria.
12. **Building Innovation Hub Vendor High-Road Contracting** This guide incorporates business standards of productivity and efficiency, environmental sustainability, livable wages, and shared prosperity and inclusion.
13. **National Multifamily Housing Council NMHC Industry Framework for Racial Equity and Economic Inclusion** This action guide helps companies expand economic inclusion by hiring and partnering with minority-owned companies and those with racially diverse leadership.
14. **Solar United Neighbors: Community Solar in Maryland** Community solar projects allow a subscriber (individual, business, non-profit, or municipality) to purchase or lease a share of off- site solar generation and have that electricity credited on their monthly electric bill, just as if the panels were on their own roof. Maryland launched a pilot community solar program in the spring of 2017. This report highlights the program's successes to date and discusses the obstacles that remain.
15. **Emerald Cities Collaborative Inclusive Procurement** This report sets forth recommendations for strengthening the field of practices by detailing the rationale for inclusive practices, supported by historical and current equitable development policies, trends, challenges and best practices. (pg. 30)
16. **Diversity Wins: How Inclusion Matters** Research from McKinsey explores the business case and relationship between diversity and financial outperformance strengthens over time.
17. **Duke Realty Corporation Real Estate Mentorship and Scholarship Program** Duke Realty created Projet REAP, a real estate diverse apprentice program dedicated to diverse professionals with a desire to enter the real estate industry. The DREAM scholarship, also established by Duke, housed in Roosevelt University in Chicago to advance women and minorities in the real estate industry.
18. **Open to All** Join Open to All and gain access to free resources guiding corporate policies on racial equity. Open to All is a program that unites national leaders in business, civic engagement, and the nonprofit sector to support the shared American values of fairness and equality. In addition to the 500,000 business members, Open to All includes more than 200

nonprofit members spanning civil rights and racial justice organizations; LGBTQ equality organizations; health and disability organizations; faith organizations; and more. Open to All members are committed to building awareness and understanding about the importance of nondiscrimination—and to defend the bedrock principle that when businesses open their doors to the public, they should be Open to All.

19. **International Living Future Institute** Company Policy - The JUST Program is a voluntary disclosure tool for all organizations, providing guidance to follow as organizations seek to integrate and disclose social justice action.
20. **Just Capital Corporate** Racial Equity Tracker a tool to help companies take meaningful steps to advance racial equity.
21. **Corporate Racial Equity Alliance Advancing Frontline Employees of Color** Innovating for Competitive Advantage in America's Frontline Workforce.
22. WELL Equity Rating "The WELL Equity Rating gives organizations an actionable framework to improve access to health and well-being, celebrate diversity, prioritize inclusivity and promote sensitivity while addressing disparities in populations that have been traditionally marginalized and underrepresented."

Example Lease Provision

The Landlord and the Tenant will co-operate with each other in responding to occasional surveys related to Social Impact. In performing their obligations under this Lease, the Landlord and the Tenant must comply with all applicable anti-slavery and human trafficking laws, Acts, regulations, rules and codes from time to time in force including the Modern Slavery Act 2015 and must so far as is reasonably practicable procure that any contracts entered into with contractors and other third parties employed to deliver goods and/or services to or at the Premises [and the Building] contain similar obligations. The Tenant will have regard to and where practicable comply with: a) the workplace co-ordination policies to maximise employment and skills opportunities within [the Building] [and any other premises forming part of the Landlord's portfolio within the vicinity of the Premises] and any other reasonable local employment and skills initiatives implemented by the Landlord and advised to the Tenant from time to time; b) the diversity and inclusion policies designed to improve accessibility to Lettable Units [in the Building] [and any other premises forming part of the Landlord's portfolio within the vicinity of the Premises] implemented by the Landlord and advised to the Tenant from time to time; c) the delivery consolidation policies operated by the Landlord to reduce congestion in the vicinity of the Premises and advised to the Tenant from time to time in relation to the delivery of stock and other items to the Premises; and d) the policies designed to minimise food waste and encourage sustainable business [in the Building] [and any other premises forming part of the Landlord's portfolio within the vicinity of the Premises] implemented by the Landlord and advised to the Tenant from time to time. **(Green Lease Toolkit, Better Buildings Partnership)**

CREDIT 14

Establish Impact Goals for Building Resilience and Climate Risk

Intent

As climate related events continue to increase in frequency and intensity, buildings have the opportunity to provide lifesaving services for the communities to help support community survival and resiliency during emergencies impacted, called "passive survivability." By adhering to organization-wide carbon emissions reduction goals, organizations have the opportunity to minimize their contribution to global climate change and climate related events.

- Platinum applicants: This credit is **REQUIRED** to achieve Platinum recognition.

Silver Requirements

- Option 1:
    - Provide evidence within standard lease form or corporate policy that it is standard practice that all leased spaces be in Net Zero buildings OR
- Option 2:
    - Provide evidence of standard lease form, corporate policy, or checklists which include **at least 3 out of 10** decarbonization/resilience strategies or best practices from the list below:
        - Certifications such as Passive House
        - TCFD alignment (Task Force on Climate-Related Financial Disclosures)
        - Company-wide Science-Based Target and/or Net Zero goal to reduce carbon emissions
        - Organization-wide Scope 3 emissions reduction target
        - Company-wide Zero Waste goal
        - Embodied carbon reduction goal and reduction plan. This may include project-level target or a material-level target
        - Request for climate risk assessment information from landlord for leased spaces and develop subsequent climate risk mitigation plans
        - Outreach to landlord to collaborate on ways to best utilize leased space during a state of emergency to support community needs
        - Emergency response plan for your leased spaces
        - Other: Climate risk and resiliency strategies/practices examples which seek to improve business practices will be considered for this criterion

Gold & Platinum Requirements

- Option 1:
    - Provide Silver requirements Option 1 AND
    - Provide evidence of leased space in a Net Zero building in an executed lease
- Option 2:
    - Provide Silver requirements Option 2 AND
    - Provide documentation verifying the building resilience and climate risk strategies/practices are tracked and implemented across a portfolio.

Example Commitment

1. Commitment to meet a **Zero Waste goal** AND a policy outlining how the goal will be met by the building operator and occupants AND your process for tracking progress.
    - Example policies include procurement guidelines, vendor selection criteria, reporting requirements
2. Commitment to net-zero embodied carbon AND a policy outlining how the goal will be met by the building operator and occupants AND your process for tracking progress.
    - Example policies include procurement guidelines, building material use guidelines

Resources

Resiliency

Industry Examples

1. **Green Lease Leaders: Retailers Leverage Tenant-Landlord Communication During Pandemic** Case study demonstrating how retailers leverage tenant-landlord communication during a pandemic (2021)

Guides

2. **U.S. Department of Energy Better Buildings Resilience Resource** Resources to help organizations across different sectors take steps to build resilience and increase their ability to bounce back from natural disasters and other stressors

3. **U.S. Climate Resilience Toolkit** Framework and toolkit from across the U.S. federal government on potential climate hazards so you can protect your vulnerable assets
4. **Heitman and Urban Land Institute case study** Climate Risk and Real Estate Investment Decision-Making guide for investors and investor managers to explore new approaches to find better tools and common standards to help the industry get better at pricing climate risk in the future
5. **IFMA Resilient Building Systems article** Questions for Developing Resilience Criteria
6. **2020 Enterprise Green Communities credit 4.7** Recommendations for providing access to potable water during an emergency

Scope 3 Emission Reduction and Embodied Carbon

7. **Greenhouse Gas Protocol: Corporate Value Chain Accounting and Reporting Standard** A document providing requirements and guidance for companies and other organizations to prepare and publicly report a GHG emissions inventory that includes indirect emissions resulting from value chain activities (i.e., scope 3 emissions).
8. **Carbon Leadership Forum: CLF Embodied Carbon Toolkit for Building Owners** A library of resources to support action by owners to reduce carbon emissions in buildings.
9. **Embodied Carbon in Construction Calculator Tool (EC3)** A free tool that allows benchmarking, assessment, and reductions in embodied carbon, focused on the upfront supply chain emissions of construction materials.
10. **TRU GBCI.org: REDESIGN. RETHINK. REDUCE. REUSE. GO BEYOND RECYCLING** Fact sheet on TRU defining how companies can design material to reduce waste.
11. **Americas ULI: Embodied Carbon in Building Materials for Real Estate** Provide guidance for building owners to make the business case for a low carbon materials future. This resource includes case studies and steps to reduce embodied carbon.

CREDIT 15

Innovation

Intent

Responsible leasing practices continue to evolve over time. The right clauses for your particular property and lease type can vary and may not fit neatly into the previous credits. This innovation credit is meant to recognize language that supports your organization's sustainability and/or social goals but does not fit into Credits 1 – 14.

Green Lease Leaders is considering lease language for innovation credit in the following categories. Examples of what this language could look like are also listed in the Example Lease Provision section below.

- **Biodiversity:** Working with the landlord to support the biodiversity of the area surrounding the building through native landscaping and initiatives that acknowledge the building's impact on the local environment.
- **Water reduction:** Identifying and implementing ways to reduce water consumption. For example, a multifamily building reclaiming greywater at the building for landscaping irrigation.
- **Waste diversion:** Identifying and implementing ways to further reduce waste or recycle unique waste streams. For example, a retail landlord and tenant working together to recycle polybags.
- **Emissions allocation:** Allocate responsibility for measuring and reporting scope 1, 2, and 3 emissions to reduce the potential of inaccurate or missing reporting of emissions.
- **Circular economy:** Encourage circular economy principals during repair and alterations.
- **Other:** Lease language that does not fit into Credits 1 – 14 or the categories listed above. This language will be considered on a case-by-case basis.

This credit can only be used once in an application. For Silver and Gold applicants, this credit can be used as 1 of your required 5 credits. For Platinum applicants, this credit can be used as 1 of your credits, but not in replacement of the required Credits 12, 13, or 14.

Note: If you apply to this credit, Green Lease Leaders will ask for your permission to share the lease language to demonstrate your company's leadership in responsible leasing. Green Lease Leaders is able to anonymize this language.

Silver Requirements

- Provide evidence of the language in the **standard lease form**. Many tenants do not have their own standard lease form. If this is the case for your organization, please provide your leasing memo, list of leasing requirements, or similar document that guides your standard leasing practices in place of the standard lease form requested in fulfilling each prerequisite or credit.

Gold & Platinum Requirements

- Provide Silver requirements AND
- Provide evidence of the language in an **executed lease**

Resources

1. **Green Lease Language Examples** These examples have been pulled from a number of academic, government, and NGO sources. Landlords and tenants can use this resource as a guide for their own responsible lease language.
2. **The Chancery Lane Project Clauses** The Chancery Lane Project supports emissions reduction through the power of legal documents and processes. Their website features examples of climate-aligned clauses that can be used in contracts.
3. **Better Buildings Partnership Green Lease Toolkit** The toolkit provides examples of green lease provisions and was created in collaboration between Better Buildings Partnership, its member organizations, and legal advisors.

Example Lease Provision

Sustainable Landscaping: *"Landlord shall retain and protect as much existing on-site vegetation as possible and restore degraded areas in accordance with ASHRAE 189.1 and applicable laws. New plantings shall use native and naturalized shrubs, ground covers and grasses with water requirements appropriate to local conditions. Trees should shade at least 60% of the impermeable surfaces of any area within the Property but outside the Building."* [15]

First Nations Engagement: *"Both parties commit to achieving an agreed level of Reconciliation Action Plan. Parties agree to additionally commit to a level of spend for a dedicated engagement program to support reconciliation action."* [16]

Biodiversity and Nature: *"Both parties agree to incorporate initiatives that reduce negative impact on biodiversity and nature both directly and indirectly. Both parties agree to develop a Biodiversity Policy that will address operational, and procurement impacts on biodiversity. Both parties agree to positively contribute towards achieving biodiversity net gain by taking efforts to create new habitats and to enrich existing ones, to foster wildlife connectivity onsite, and if not feasible, engage in off-site local enhancements."* [17]

Emissions Allocation: *See The Chancery Lane Project Sarah's Clause for example language*

Circular Economy: *See The Chancery Lane Project Aatmay's Clause for example language*

15. Source: **"Green Lease Guide."** BOMA.
16. Source: **"Green Leasing Resource Pack."** Better Buildings Partnership Australia.
17. Source: **"Green Leasing Resource Pack."** Better Buildings Partnership Australia.