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A Contract Drafting Conundrum: Can a Real Property License Agreement Disclaim a Landlord-Tenant Relationship While Retaining the Summary Remedy of Unlawful Detainer for the Licensor-Owner?

Related Lawyers: **Briana J. Bramer**

A landowner desiring to enter into a license agreement for the use of real property must take care to ensure that the license agreement does not contain terms that inadvertently waive the landowner's right to recover the property through the summary proceeding of an unlawful detainer action. This is the les-son from Castaic Studios, LLC v. Wonderland Studios LLC, 97 Cal. App. 5th 209, 315 Cal. Rptr. 3d 163 (2d Dist. 2023) (Castaic Studios), where the Second District Court of Appeal recently held that Castaic Studios, LLC ("Castaic") waived the remedy of unlawful detainer when it entered into a contractual agreement with defendant Wonderland Studios, LLC ("Wonderland") that expressly created a revocable license and recited that it would be exclusively governed by contract law, not landlord-tenant law.

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