

Preface

I would like to start by giving some information about myself, about my experience, and why I am writing this book.

I am a general commercial real estate lawyer, practicing in the field for over 40 years. I have handled all kinds of transactions, including purchases and sales, financing, project development, and leasing. Leasing is a special love of mine as I have represented landlords or tenants in connection with ground leases, industrial/warehouse, office, retail and ground leases. I have been active for many years in the Real Property, Trust and Estate Section of the American Bar Association, chairing committees in the Leasing Group and also serving a two-year term as chair of the Leasing Group. I have also written extensively about leases in various journals and have lectured on the subject at many programs, including programs offered by the Society of Industrial and Office Realtors. I invite you to find out more about me and my practice by seeking out my website, www.sgsaltz.com.

In 2010, the American Bar Association published the second edition of my book *From Handshake to Closing—The Role of the Commercial Real Estate Lawyer*. It is a primer, principally for young lawyers and to assist in the training of law students about the practice of real estate law. That book contains a section on the role of the broker in commercial real estate transactions, and throughout the book the lawyer is encouraged to consult with the broker involved in the deal to resolve issues that arise during the course of the negotiations.

Unfortunately, the relationship between lawyers and brokers in real estate deals has not always been cordial. Often, brokers view lawyers as deal killers, and many lawyers think that brokers are only interested in getting the transaction done quickly so that they may collect their commission. While those perceptions may prove true on occasion, like most stereotypes, they

should be approached with skepticism. The roles of the lawyer and the broker will be discussed in some detail below.

In doing a lease transaction, the broker must consider many issues other than the contents of the leasing document. Some of those issues will be discussed in this book. Then I will address various lease provisions that are usually found in all leases, whether they are industrial/warehouse, office, or retail. I will also consider how leases in each category may differ, based on the physical situation and the nature of the deal. Finally, I will discuss provisions unique to leases pertaining to each of those uses.

As I mentioned above, I spoke at programs presented by the Society of Industrial and Office Realtors. Actually, my client and friend, Steve Podolsky, and I taught the SIOR course on leases all over the country for over 20 years. I also worked with him extensively for many years as his attorney and for clients he referred to me and as to which he was serving as the broker. In all those situations, I learned a great deal from Steve, and I hope he learned a lot from me. Teaching that course with him, representing him, and working with him have helped me immensely in my practice, and are also the sources of many of the concepts discussed in this book, for which I am grateful. I am confident that Steve will forgive my appropriating his ideas (and sometimes his words) since Steve is a born teacher and has always been involved in educating brokers.

Steve contributed mightily by reviewing the manuscript for this book and making excellent suggestions for improvements. In addition, he is a consummate proofreader, and his edits have saved me from many embarrassing typographical errors.

In return for the use of his ideas, his suggested revisions, and his great proofreading, I am dedicating this book to him. I am also dedicating this book to my wife, Ann, a commercial leasing broker whom I met while teaching with Steve in Ft. Lauderdale, Florida, and who inspired me to write this in the first place.