

# Introduction

*The Commercial Lease Formbook* is presented in two formats—book and CD-ROM. Each lease and collateral form is preceded by a brief description informing the reader of the lease or other type of form; landlord, tenant, subtenant or lender orientation; and general circumstance in which the document will be of greatest value.

A Table of Contents for each lease or other form is provided where appropriate. Within each document are significant editorial comments presented in bold type. These comments are intended to explain the purpose of particular provisions; landlord, tenant or other concerns; and in many instances, alternative provisions to accommodate the opposite party to whom the form is oriented.

The book itself includes narrative and 10 lease forms, with commentary organized into five chapters: Office Leases, Retail Leases, Industrial and Warehouse Leases, Specialty Leases, and Lease-related Forms. The CD-ROM includes the same narrative as the book and 27 lease forms, including the forms from the book and an additional 14 forms. It contains several leases or related forms for each category, including, in the case of the first four chapters, a lease from the landlord's standpoint, from the tenant's standpoint, and negotiated lease provisions. The CD-ROM presents each form as a Microsoft Word document as well in Adobe Acrobat format. It includes the standard "Find" feature for locating particular phrases in a form lease. The printed book contains a summary of those lease forms that are found only on the CD-ROM.

The Editors' intention is to make a multitude of forms, with commentary, available to the practitioner so as to assist him or her in selecting the best lease provisions or lease forms for his or her particular needs. Users of this book are encouraged to adapt the forms as a whole or to pick and choose particular provisions relevant to their particular transaction. Remember, however, deal-specific requirements and state laws necessitate a careful review of the selected forms or provisions by a lawyer licensed in the jurisdiction where the transaction takes place.