MODEL LEASE CLAUSE

Use Clause to Explain Meaning of Lease Markings

The following Model Lease Clause was drafted by Denver attorney Neil B. Oberfeld. Use it if you agree to sign a lease that has text with markings. Show this clause to an attorney in your area before adding it to your lease.

MARKED LEASE

a. Marked Lease. This Lease has been prepared to reflect all additions and deletions negotiated between Landlord and Tenant from the initial form of this Lease submitted by Landlord to Tenant.

b. Deletions. All provisions and terms that are stricken are deletions and shall not be a part of this Lease; provided, however, a deletion from this Lease shall not be construed to create the opposite intent of the deleted provision.

c. Additions. All provisions and terms which are underlined (other than headings, titles, and captions) are additions and shall be part of this Lease.

d. Tenant's Acknowledgment. Tenant acknowledges that it has had the opportunity to thoroughly review and negotiate this Lease, and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.