

All lease agreements are not created equal

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Living in today's modern world, somewhere along the way you're going to be asked to sign a lease agreement, either for where you live or for your business. The most common misperception I've seen among people is that all lease agreements are basically the same and are nonnegotiable. That could not be further from the truth. Almost every lease agreement is negotiable. Some lease agreements are very basic, utilizing an Allstate form (Allstate is a legal publisher in New Jersey that produces forms) with a rider attached to it with specific terms and conditions relating to the leased space. It's easy to spot an Allstate form as it is stated right on the bottom of the document. In contrast, there is the custom lease agreement created by the landlord or their attorney. Also, depending on the age or credit rating of the individual leasing the space, you may see a space for a personal guarantee by a third-party.

In my own life, I have recently experienced my daughter asking me to review her first lease agreement for off-campus housing with me as the guarantor of the lease. The first thing she told me was that the agreement was nonnegotiable, and all of her friends had already signed it. But, that does not mean the lease agreement is acceptable. Avoid signing a lease agreement without careful review. The perils can be great to both you and most likely your guarantor.

Some common things to look for when reviewing a lease agreement are additional charges added to the lease agreement commonly referred to as "common area maintenance fees". These fees can be a fixed amount to cover a specified charge or a variable charge, in which the landlord will bill you for additional charges defined in the lease agreement. I have seen many leases where the common area maintenance fees are greater than the basic monthly lease amount. There are also numerous other provisions you must watch for that can expose you to

liability for damages that can occur in the common areas, in the piping/electrical system in the leased space, in the heating and air-conditioning system for the leased space and the list goes on and on.

It is impossible in such a short blog to list all the things to look for in a lease agreement. The best advice I can give you is to ensure that you understand everything in the lease agreement. It is also a good idea to contact the landlord and find out the average cost including all common area maintenance charges as well as the utilities costs to a tenant for a similar leased space or the prior tenant. Finally, I would recommend having an experienced attorney review the lease agreement with you to ensure that the dream space you rent for your apartment or business space does not become a nightmare later. As always, if I can be of any assistance in answering general questions regarding lease agreements feel free to email me at David@weinsteinlawyer.com.

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