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Transactional Matter Files

K Drafting p 33

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Agreement.

—or—

THIS LEASE, made at _____, _____, on the ___ day of _____, 20___, between _____ a _____ (the "Landlord"), and _____, a (the "Tenant").

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord, upon the terms and conditions below, the premises containing approximately _____ square feet located in _____ and outlined in red on Exhibit "A" attached hereto, which are located on the _____ floor(s) of the building (the "Building") located at _____.

2. Term. The term of this lease shall be for _____ (___) years and shall commence on the _____ day of _____, 20___ (the "Commencement Date"), and end on the ___ day of _____, 20___, (the "Termination Date").

Defined terms used in only one section may be defined when used. If defined when used and a definitions section is included, the term should be included in the definition section as well, stating "defined as stated in section ___" for its definition. The idea is to ensure that, if the definition is changed, the change will ripple through the document automatically to avoid ambiguity that could be caused by revising one appearance of the definition and not another.

Defined terms are powerful tools that can decrease the length and increase the readability of substantive provisions. They are the solution that allows you to draft to avoid leaving out a concept while not cluttering your provisions with litanies of near-synonymous terms. They enable you to retain the list of terms that cannot be done without. At the same time, they increase the readability of your document by unpacking your provisions. In the same way that nicknames can make it easier to refer to a person, defined terms simplify references to longer, more detailed concepts.

For example, one definition of the word "claim" might be: "Any right to payment, whether or not such right is reduced to judgment, or is liquidated, fixed, contingent, matured, disputed, legal, equitable, or secured, or a right to an equitable remedy for breach of performance whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, disputed, or secured."⁴ If this definition is provided for separately in the document, the single word "claim" can be used when needed in the contract's substantive provisions and its broad meaning is included without need for the litany.

Beware: Overly broad or narrow definitions can inadvertently introduce ambiguity or

⁴11 U.S.C. § 101(5) (bankruptcy code definition of "claim"). If there is a body of law that covers the concept you are trying to express, consider incorporating this law into your contract. In doing so, consider the effects of future amendments or repeals of the statute when deciding whether to define by reference to the citation of the statute alone or to quote the current statutory definition, and, if the latter, whether to include the phrase "as it may be amended from time to time" or not.