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FORMS

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Preface

The revision to this volume of Texas Forms Legal and Business has been thoroughly updated to reflect the current practices and developments in the law. Every word in the old volume and previous supplement has been reviewed for accuracy and usefulness. In particular, this revision reflects the major changes, as well as the topical trends, in the areas of the law significantly affecting real and personal property leases.

For instance, the revision extensively incorporates the new federal tax laws which have an impact upon leasing transactions. Indeed, the federal tax materials throughout the volume, in both text sections and notes, have been completely rewritten to reflect the current tax law and to focus on drafting issues. Not only are there new sections devoted entirely to a discussion of the many tax implications of leasing, but there also is a more in-depth examination and analysis of the tax treatment of leases under both the state and federal tax laws. This is especially illustrated by the "Tax Notes" following the relevant text, checklists, and forms.

The ever-increasing influence of environmental law in the area of real property leasing has been closely examined and noted where appropriate. Also, the recent Americans with Disabilities Act has made its presence felt, even here in the area of leases.

New checklists and forms have been incorporated into the revision of this volume. For instance, there now is a checklist for drafting oil and gas leases in Texas. Also included here are disclosure forms for real estate brokers concerning prospective landlords or tenants, in keeping with the statutory requirement on the subject.

This revision takes into account the substantial expansion and increasing applicability of the Texas Property Code to Texas leasing practices. For example, in the area of residential

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leasing, the common law doctrine of the implied warranty of habitability has been replaced by the Texas Property Code's detailed provisions concerning a lessor's statutory duty to repair.

Overall, the format for notes and forms has been standardized and clarified. The following classification of note material is used in each footnote or endnote appearing after a checklist or a form:

First, parenthetical cross-references following some forms which refer the reader to relevant notes to other forms in the volume;

Second, authority, consisting of common law or statutory citations, either for the proposition stated in the text or as a source for a form;

Third, Drafter's Notes, containing information useful in the drafting process, including descriptions of the fact situations for which the form was designed, suggestions as to appropriate modifications of the form in other circumstances, and citations to relevant law to be considered in drafting; and

Fourth, Tax Notes, containing information similar to that contained in the Drafter's Notes but specifically tailored to address state and federal tax issues; and

Lastly, Research Aids, providing sources for additional research, including texts, such as Am Jur 2d; annotations from ALR3d, ALR4th, and ALR Fed; legal periodicals from Texas and around the country; and cross-references to other chapters of Texas Forms.

This volume on Real and Personal Property Leases has been prepared with the additional objectives of adding more useful, contemporary forms and making the set even more convenient to use. For the preparation of future supplements and revisions, the editors welcome all comments and contributions of those who use these volumes.

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