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# K-Notes: Lease Agreement with Options

## A Bad Generic Example

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Writing for the consumers of your contract

How you say something can skew behavior as much as what you say. In the case of contracts, using archaic, confusing language can harm both parties to an agreement. Write to be understood.



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"In cases where... there are a lot of ambiguities, especially on the level of the consumer, it's very dangerous not to have something in there about how this will be resolved."

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## KEY TAKEAWAYS

- **Legal terms should always be defined**  
Even when dealing with sophisticated parties, never assume they know terms that you only learned in or after law school.
- **Keep like topics together**  
A document jumping around in time can confuse the parties. Organize the document so it flows logically.
- **Legalese can create unfairness**  
Legalese can be used as a weapon to hide self-serving clauses within confusion. Use plain language.
- **Consequences should be listed for both parties**  
Either party can breach an agreement and the contract should make breach terms clear for both, including dispute resolution options.

"There are very many situations in which people who want to skew contracts toward themselves will put legalese in there to make the contract more confusing."