Commercial Lease Agreement Discussion Questions:

Review the Commercial Lease Agreement. Answerthe questions below with a minimum of 200 words for each answer (a total of at least 1,200 words), and a total of at least three scholarly sources other than the textbook, cited in-text and in a reference list in APA format. While Question 6 directly addresses a Biblical worldview, such principles should also inform your answers throughout.

Add an APA-formatted title page, headers, and page numbers to your answers and submit the completed document through the SafeAssign link in the Assignments folder in Module/Week 4.

1. What is the distinction between a “commercial” and a “residential” lease? In a commercial lease agreement, should the law seek to protect the interests of the commercial tenant more than the interests of the commercial landlord? Why or why not?

2. Sections 5 and 6, respectively, impose on the commercial tenant the obligation of making repairs to the leased property, and of making alterations and improvements to the leased property. Should the lease impose these obligations on the tenant, or should such obligations be legally imposed on the commercial landlord? Explain your answer.

3. In the default provisions of Section 15, what is the landlord’s duty to “mitigate” damages? Should the landlord be required to mitigate? Explain.

4. Sections 2 and 19 discuss the creation of, and the parties’ rights in, the security deposit. Do these rights favor the landlord or the tenant? Is that appropriate? Why or why not?

5. Section 29 requires mediation, followed by arbitration, in lieu of litigation, to resolve disputes. What are the advantages and disadvantages of such a provision? How should the mediator and/or arbitrators be selected?

6. As a businessperson guided by a Biblical worldview, what changes would you make in this lease to make the terms comport more closely to Scripture?