

RR210 – Residential Leasehold Property Addendum – comments from membership
October-November 2016

1.		I like the changes: It is clearer.
2.		I like it: simpler and clearer.
3.		New changes better.
4.		Such an improvement!!
5.		Appears to be a thorough revision.
6.		Seems easy to read and very clear.
7.		I think the revisions are appropriate. I especially like the specific details in the Surrender section.
8.		Reads / covers leases well, like the simplified language
9.		Looks good. Thank you for all the efforts! If you need volunteers for the forms committee, please contact me. Aloha
10.		Check me if I am wrong but, is it correct to say that this form is not needed if the property is over 2 acres? But it has good disclosure info. So how about a box to check that states the leasehold disclosure is not required per the statute because the property is over 2 acres but is provided as a general purpose disclosure. Something like that. Do you feel the disclosure is even appropriate on property over 2 acres that are leasehold? I get it with offers for leasehold property over 2 acres is why I'm asking. Thank you
11.	Buyer and Seller agree (3rd line) 1. Definitions	Just a couple of comments: 1st paragraph under "Buyer and Seller agree as follows:", 3rd line-"except" should be changed to "exception"; and under the definition of Lessor, "leases or subleases land to another", insert the word "Lessee".
12.	Buyer and Seller agree (3rd line)	Reference Buyer and Seller agree as follows: line three (3) which reads: that, with the except of certain designated property... Change to read: that, with the exception of certain designated property...
13.	Buyer and Seller agree (3rd line)	Aloha, attached looks ok..just one correction: change except to exception.
14.	Buyer and Seller agree (5 th line)	What are 'natural persons' as described in the first paragraph? And why could they NOT waive their rights to the disclosure requirements?
15.	1. Definitions	Additional emphasis should be made to the SURRENDER CLAUSE. Perhaps a larger font for the paragraph or bold font "... the Lessee has to surrender the property and the land back to the Lessor"
16.	1. Definitions	1B Lessors name needs to remain as part of the form. Reason: Lessors often use sandwich leases or sell the fee to an investor. Without the name of the lessor, it makes it extremely difficult for agents and the lessee to know who the lessor is. Surrender Clause should read lessee has to surrender improvements and the land.
17.		Bottom of pg 1, since there is space, can the lines be expanded to allow more space for the initials, up and down. Pg 2, can additional 4 blank sig blocks be in the event of multiple buyers or sellers. You could add Buyer () Seller () indicating whom.
18.		Broker signature needed on each and every addendum past and future. MLS needs to be mandated to provide leasehold rent amounts.
19.		Unable to print out the annotated version. Please scan to me. Many thanks.
20.		unless I'm missing something, there is no provision for an approval/disapproval deadline on leasehold documents. The Leasehold Addendum offers has an option (5A) for providing the documents within 10 days and giving the Buyer the option to terminate if they're not delivered, but I don't see any place where approval/disapproval of those documents has a deadline. Something to address when that form comes up for revision.