

DEEMS HIMSELF (OR HERSELF) INSECURE" OR IN WORD SO SIMILAR IMPORT MUST BE CONSTRUED TO MEAN THAT HE (OR SHE) HAS POWER TO DO SO ONLY IF HE (OR SHE) IN GOOD FAITH BELIEVES THAT THE PROSPECT OF PAYMENT OR PERFORMANCE IS IMPAIRED.

(2) WITH RESPECT TO A CONSUMER LEASE, THE BURDEN OF ESTABLISHING GOOD FAITH UNDER SUBSECTION (1) IS ON THE PARTY WHO EXERCISED THE POWER; OTHERWISE THE BURDEN OF ESTABLISHING LACK OF GOOD FAITH IS ON THE PARTY AGAINST WHOM THE POWER HAS BEEN EXERCISED.

SUBTITLE 2. FORMATION AND CONSTRUCTION OF LEASE CONTRACT

2A-201. STATUTE OF FRAUDS

(1) A LEASE CONTRACT IS NOT ENFORCEABLE BY WAY OF ACTION OR DEFENSE UNLESS:

(A) THE TOTAL PAYMENTS TO BE MADE UNDER THE LEASE CONTRACT, EXCLUDING PAYMENTS FOR OPTIONS TO RENEW OR BUY, ARE LESS THAN \$1,000; OR

(B) THERE IS A WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT OR BY THAT PARTY'S AUTHORIZED AGENT, SUFFICIENT TO INDICATE THAT A LEASE CONTRACT HAS BEEN MADE BETWEEN THE PARTIES AND TO DESCRIBE THE GOODS LEASED AND THE LEASE TERM.

(2) ANY DESCRIPTION OF LEASED GOODS OR OF THE LEASE TERM IS SUFFICIENT AND SATISFIES SUBSECTION (1)(B), WHETHER OR NOT IT IS SPECIFIC, IF IT REASONABLY IDENTIFIES WHAT IS DESCRIBED.

(3) A WRITING IS NOT INSUFFICIENT BECAUSE IT OMITTS OR INCORRECTLY STATES A TERM AGREED UPON, BUT THE LEASE CONTRACT IS NOT ENFORCEABLE UNDER SUBSECTION (1)(B) BEYOND THE LEASE TERM AND THE QUANTITY OF GOODS SHOWN IN THE WRITING.

(4) A LEASE CONTRACT THAT DOES NOT SATISFY THE REQUIREMENTS OF SUBSECTION (1), BUT WHICH IS VALID IN OTHER RESPECTS, IS ENFORCEABLE:

(A) IF THE GOODS ARE TO BE SPECIALLY MANUFACTURED OR OBTAINED FOR THE LESSEE AND ARE NOT SUITABLE FOR LEASE OR SALE TO OTHERS IN THE ORDINARY COURSE OF THE LESSOR'S BUSINESS, AND THE LESSOR, BEFORE NOTICE OF REPUDIATION IS RECEIVED AND UNDER CIRCUMSTANCES THAT REASONABLY INDICATE THAT THE GOODS ARE FOR THE LESSEE, HAS MADE EITHER A SUBSTANTIAL BEGINNING OF THEIR MANUFACTURE OR COMMITMENTS FOR THEIR PROCUREMENT;

(B) IF THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT ADMITS IN THAT PARTY'S PLEADING, TESTIMONY OR OTHERWISE IN COURT THAT A LEASE CONTRACT WAS MADE, BUT THE LEASE CONTRACT IS NOT ENFORCEABLE UNDER THIS PROVISION BEYOND THE QUANTITY OF GOODS ADMITTED;

(C) WITH RESPECT TO GOODS THAT HAVE BEEN RECEIVED AND ACCEPTED BY THE LESSEE.