

2A-205. FIRM OFFERS

AN OFFER BY A MERCHANT TO LEASE GOODS TO OR FROM ANOTHER PERSON IN A SIGNED WRITING THAT BY ITS TERMS GIVES ASSURANCE IT WILL BE HELD OPEN IS NOT REVOCABLE, FOR LACK OF CONSIDERATION, DURING THE TIME STATED OR, IF NO TIME IS STATED, FOR A REASONABLE TIME, BUT IN NO EVENT MAY THE PERIOD OF IRREVOCABILITY EXCEED 3 MONTHS. ANY SUCH TERM OF ASSURANCE ON A FORM SUPPLIED BY THE OFFEREE MUST BE SEPARATELY SIGNED BY THE OFFEROR.

2A-206. OFFER AND ACCEPTANCE IN FORMATION OF LEASE CONTRACT

(1) UNLESS OTHERWISE UNAMBIGUOUSLY INDICATED BY THE LANGUAGE OR CIRCUMSTANCES, AN OFFER TO MAKE A LEASE CONTRACT MUST BE CONSTRUED AS INVITING ACCEPTANCE IN ANY MANNER AND BY ANY MEDIUM REASONABLE IN THE CIRCUMSTANCES.

(2) IF THE BEGINNING OF A REQUESTED PERFORMANCE IS A REASONABLE VOTE OF ACCEPTANCE, AN OFFEROR WHO IS NOT NOTIFIED OF ACCEPTANCE WITHIN A REASONABLE TIME MAY TREAT THE OFFER AS HAVING LAPSED BEFORE ACCEPTANCE.

2A-207. COURSE OF PERFORMANCE OR PRACTICAL CONSTRUCTION

(1) IF A LEASE CONTRACT INVOLVES REPEATED OCCASIONS FOR PERFORMANCE BY EITHER PARTY WITH KNOWLEDGE OF THE NATURE OF THE PERFORMANCE AND OPPORTUNITY FOR OBJECTION TO IT BY THE OTHER, ANY COURSE OF PERFORMANCE ACCEPTED OR ACQUIESCED IN WITHOUT OBJECTION IS RELEVANT TO DETERMINE THE MEANING OF THE LEASE AGREEMENT.

(2) THE EXPRESS TERMS OF A LEASE AGREEMENT, ANY COURSE OF PERFORMANCE, AS WELL AS ANY COURSE OF DEALING AND USAGE OF TRADE, MUST BE CONSTRUED WHENEVER REASONABLE AS CONSISTENT WITH EACH OTHER; BUT IF THAT CONSTRUCTION IS UNREASONABLE, EXPRESS TERMS CONTROL COURSE OF PERFORMANCE, COURSE OF PERFORMANCE CONTROLS BOTH COURSE OF DEALING AND USAGE OF TRADE, AND COURSE OF DEALING CONTROLS USAGE OF TRADE.

(3) SUBJECT TO THE PROVISIONS OF § 2A-208 ON MODIFICATION AND WAIVER, COURSE OF PERFORMANCE IS RELEVANT TO SHOW A WAIVER OR MODIFICATION OF ANY TERM INCONSISTENT WITH THE COURSE OF PERFORMANCE.

2A-208. MODIFICATION, RESCISSION AND WAIVER

(1) AN AGREEMENT MODIFYING A LEASE CONTRACT NEEDS NO CONSIDERATION TO BE BINDING.

(2) A SIGNED LEASE AGREEMENT THAT EXCLUDES MODIFICATION OR RESCISSION EXCEPT BY A SIGNED WRITING MAY NOT BE OTHERWISE MODIFIED OR RESCINDED, BUT, IN A CONSUMER LEASE SUCH A REQUIREMENT ON A FORM SUPPLIED BY A LESSOR MUST BE CONSPICUOUS.