

(A) IF THE COURT FINDS UNCONSCIONABILITY UNDER SUBSECTION (1) OR (2), THE COURT SHALL AWARD REASONABLE ATTORNEY'S FEES TO THE LESSEE.

(B) IF THE COURT DOES NOT FIND UNCONSCIONABILITY AND THE LESSEE CLAIMING UNCONSCIONABILITY HAS BROUGHT OR MAINTAINED AN ACTION HE (OR SHE) KNEW TO BE GROUNDLESS, THE COURT SHALL AWARD REASONABLE ATTORNEY'S FEES TO THE PARTY AGAINST WHOM THE CLAIM IS MADE.

(C) IN DETERMINING ATTORNEY'S FEES, THE AMOUNT OF THE RECOVERY ON BEHALF OF THE CLAIMANT UNDER SUBSECTION (1) AND (2) IS NOT CONTROLLING.

#### 2A-109. OPTION TO ACCELERATE AT WILL

(1) A TERM PROVIDING THAT ONE PARTY OR HIS (OR HER) SUCCESSOR IN INTEREST MAY ACCELERATE PAYMENT OR PERFORMANCE OR REQUIRE COLLATERAL OR ADDITIONAL COLLATERAL "AT WILL" OR "WHEN HE (OR SHE) 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.