

THE AFFIXING OF A SEAL TO A WRITING EVIDENCING A LEASE CONTRACT OR AN OFFER TO ENTER INTO A LEASE CONTRACT DOES NOT RENDER THE WRITING A SEALED INSTRUMENT AND THE LAW WITH RESPECT TO SEALED INSTRUMENTS DOES NOT APPLY TO THE LEASE CONTRACT OR OFFER.

2A-204. FORMATION IN GENERAL

(1) A LEASE CONTRACT MAY BE MADE IN ANY MANNER SUFFICIENT TO SHOW AGREEMENT, INCLUDING CONDUCT BY BOTH PARTIES WHICH RECOGNIZES THE EXISTENCE OF A LEASE CONTRACT.

(2) AN AGREEMENT SUFFICIENT TO CONSTITUTE A LEASE CONTRACT MAY BE FOUND ALTHOUGH THE MOMENT OF ITS MAKING IS UNDETERMINED.

(3) ALTHOUGH ONE OR MORE TERMS ARE LEFT OPEN, A LEASE CONTRACT DOES NOT FAIL FOR INDEFINITENESS IF THE PARTIES HAVE INTENDED TO MAKE A LEASE CONTRACT AND THERE IS A REASONABLY CERTAIN BASIS FOR GIVING AN APPROPRIATE REMEDY.

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