

Article 2A
LEASES

Sections

PART 1
GENERAL PROVISIONS

62A.2A-101	Short title.
62A.2A-102	Scope.
62A.2A-103	Definitions and index of definitions.
62A.2A-104	Leases subject to other law.
62A.2A-105	Territorial application of article to goods covered by certificate of title.
62A.2A-106	Limitation on power of parties to consumer lease to choose applicable law and judicial forum.
62A.2A-107	Waiver or renunciation of claim or right after default.
62A.2A-108	Unconscionability.

PART 2
FORMATION AND CONSTRUCTION OF LEASE CONTRACT

62A.2A-201	Statute of frauds.
62A.2A-202	Final written expression: Parol or extrinsic evidence.
62A.2A-203	Seals inoperative.
62A.2A-204	Formation in general.
62A.2A-205	Firm offers.
62A.2A-206	Offer and acceptance in formation of lease contract.
62A.2A-208	Modification, rescission, and waiver.
62A.2A-209	Lessee under finance lease as beneficiary of supply contract.
62A.2A-210	Express warranties.
62A.2A-211	Warranties against interference and against infringement; lessee's obligation against infringement.
62A.2A-212	Implied warranty of merchantability.
62A.2A-213	Implied warranty of fitness for particular purpose.
62A.2A-214	Exclusion or modification of warranties.
62A.2A-215	Cumulation and conflict of warranties express or implied.
62A.2A-216	Third party beneficiaries of express and implied warranties.
62A.2A-217	Identification.
62A.2A-218	Insurance and proceeds.
62A.2A-219	Risk of loss.
62A.2A-220	Effect of default on risk of loss.
62A.2A-221	Casualty to identified goods.

PART 3
EFFECT OF LEASE CONTRACT

62A.2A-301	Enforceability of lease contract.
62A.2A-302	Title to and possession of goods.
62A.2A-303	Alienability of party's interest under lease contract or of lessor's residual interest in goods; delegation of performance; transfer of rights.
62A.2A-304	Subsequent lease of goods by lessor.
62A.2A-305	Sale or sublease of goods by lessee.
62A.2A-306	Priority of certain liens arising by operation of law.
62A.2A-307	Priority of liens arising by attachment or levy on, security interests in, and other claims to goods.
62A.2A-308	Special rights of creditors.

- 62A.2A-309 Lessor's and lessee's rights when goods become fixtures.
- 62A.2A-310 Lessor's and lessee's rights when goods become accessions.
- 62A.2A-311 Priority subject to subordination.

PART 4

PERFORMANCE OF LEASE CONTRACT:
REPUDIATED, SUBSTITUTED, AND EXCUSED

- 62A.2A-401 Insecurity: Adequate assurance of performance.
- 62A.2A-402 Anticipatory repudiation.
- 62A.2A-403 Retraction of anticipatory repudiation.
- 62A.2A-404 Substituted performance.
- 62A.2A-405 Excused performance.
- 62A.2A-406 Procedure on excused performance.
- 62A.2A-407 Irrevocable promises: Finance leases.

PART 5

A. DEFAULT IN GENERAL

- 62A.2A-501 Default: Procedure.
- 62A.2A-502 Notice after default.
- 62A.2A-503 Modification or impairment of rights and remedies.
- 62A.2A-504 Liquidation of damages.
- 62A.2A-505 Cancellation and termination and effect of cancellation, termination, rescission, or fraud on rights and remedies.
- 62A.2A-506 Statute of limitations.
- 62A.2A-507 Proof of market rent: Time and place.

B. DEFAULT BY LESSOR

- 62A.2A-508 Lessee's remedies.
- 62A.2A-509 Lessee's rights on improper delivery; rightful rejection.
- 62A.2A-510 Installment lease contracts: Rejection and default.
- 62A.2A-511 Merchant lessee's duties as to rightfully rejected goods.
- 62A.2A-512 Lessee's duties as to rightfully rejected goods.
- 62A.2A-513 Cure by lessor of improper tender or delivery; replacement.
- 62A.2A-514 Waiver of lessee's objections.
- 62A.2A-515 Acceptance of goods.
- 62A.2A-516 Effect of acceptance of goods; notice of default; burden of establishing default after acceptance; notice of claim or litigation to person answerable over.
- 62A.2A-517 Revocation of acceptance of goods.
- 62A.2A-518 Cover; substitute goods.
- 62A.2A-519 Lessee's damages for nondelivery, repudiation, default, and breach of warranty in regard to accepted goods.
- 62A.2A-520 Lessee's incidental and consequential damages.
- 62A.2A-521 Lessee's right to specific performance or replevin.
- 62A.2A-522 Lessee's right to goods on lessor's insolvency.

C. DEFAULT BY LESSEE

- 62A.2A-523 Lessor's remedies.
- 62A.2A-524 Lessor's right to identify goods to lease contract.
- 62A.2A-525 Lessor's right to possession of goods.
- 62A.2A-526 Lessor's stoppage of delivery in transit or otherwise.
- 62A.2A-527 Lessor's rights to dispose of goods.
- 62A.2A-528 Lessor's damages for nonacceptance, failure to pay, repudiation, or other default.

62A.2A-529 Lessor's action for the rent.
62A.2A-530 Lessor's incidental damages.
62A.2A-531 Standing to sue third parties for injury to goods.
62A.2A-532 Lessor's rights to residual interest.