

## **Master Lease Agreement (MoLRIP)\***

\* More or Less Rhyming Iambic Pentameter

This MASTER LEASE AGREEMENT  
(we call the "Master Lease")  
is dated as and of a date  
whatever date we please.

Between the Big Bad Lessor  
and Poor Pitiful Little You  
it tells you what you gotta pay  
and what you gotta do.

### **Section 1. Master Lease**

This Master Lease alone, it  
doesn't do a thing  
you have no obligation  
it isn't troubling.

But when we sign a Schedule  
the terms in here are set  
and you are obligated  
to things you might forget.

But that is not our purpose  
we're really not bad men  
our only sneaky motive is  
to bring you back again.

### **Section 2. Rent**

YOU PAY RENT  
no matter what  
YOU PAY RENT  
no matter what  
YOU PAY RENT  
you pay it net  
YOU PAY RENT  
y'all get that yet?

### **Section 3. Term; Acceptance**

The Term starts just as soon as you  
confirm the Stuff's accepted  
please take a look and let us know  
if it's the stuff that you expected.

Be careful and don't sign until  
you're sure they got it right  
'cause once you sign the deal's done  
and you are bound up tight.

### **Section 4. Warranty Disclaimer**

WE SAID THAT YOU ARE BOUND UP TIGHT  
WE DID NOT MAKE THIS STUFF  
WE ARE NOT SAYING THAT IT WORKS  
WE KNOW THAT THAT SOUNDS ROUGH.

THAT'S WHY WE SAY IT IN ALL CAPS  
**BOLDFACE AND UNDERLINED**  
(WHICH THE PART THE LAWYERS KNOW  
NO ONE READS ANYTIME).

BUT LET US SAY IT ONE MORE TIME  
BEFORE OUR INK IS SPENT  
NO MATTER WHAT NO MATTER WHY  
**YOU GONNA PAY THE RENT.**

### **Section 5. Use; Maintenance**

Use it right, oh Lessee mine  
and keep it shiny bright  
it's yours until you give it back  
then it'd better work just right.

## **Section 6. Casualty**

If you use it and lose it  
or throw it away  
then you gotta buy it  
and pay what we say.

All rent and all residual  
pv'd so it looks nice  
(we hope that you just pay  
and do not check it twice).

And to be sure you're able  
to fix, replace or pay  
please get us some insurance  
that covers what we say.

Don't whine and do not wheedle  
don't argue, fume or fret.  
Even though the Stuff is blown to h\*ll  
YOU PAY RENT, YOU GOT THAT YET?

## **Section 7. Indemnity**

If anyone sues us it's up to you  
to get us a lawyer who will  
defend us and win because if he can't  
the whole thing will be on your bill.

## **Section 8. Title; Intention of Parties**

The Stuff is leased, it is not sold  
so no one make a fuss  
we're leasing it just for the Term  
and it belongs to us.

This is a lease, it's not a loan  
please believe what we say  
though we may file a UCC  
we're leasing and by the way.

We didn't make or sell the Stuff  
that ain't the way we play  
each Schedule is a Finance Lease  
for Article 2A.

## **Section 9. General Taxes**

Pay the taxes  
do not cry  
we said "net"  
and this is why.

Actually, it's more than this  
you pay it all at your sole risk.

You pay interest, penalty  
if you mess up it's never free.

So to be sure you get it right  
send us the filing for oversight.

## **Section 10. Income Tax Indemnity**

Income  
tax  
indemnity

There is nothing poetic about an income tax indemnity.

## **Section 11. Assignment and Sublease**

You are our lessee  
and yes we'd mind  
if you should sublease  
sell or assign.

But we can do it  
and once again  
YOU PAY THE RENT  
to us, or them.

## **Section 12. Lessee Representations**

You represent  
that you exist  
that you are you alone  
(I guess if you're not  
here...or you  
we're in the twilight zone).

## **Section 13. Default and Remedies**

If you don't pay  
    then you don't play  
if you don't do  
    than you will rue  
if you go under  
    it is YOUR blunder.

For all these things  
when we've had enough  
we'll sue for cash  
we'll take our Stuff.

We'll send our lawyer  
or maybe two  
or maybe ten,  
you pay them too.

## **Section 14. Return Provisions**

*the little bird flies to its nest*

*the hornet to its hive*

*the fleeing felon to solitary*

*if he's brought back alive*

*and at the end of Term*

*please pack the Stuff away*

*and ship it to our port of choice*

*in the continental U.S.A.*

## **Section 15. Miscellaneous**

This is our whole agreement  
it's all we have to say  
unless we change by written word  
what we agreed today.

If any part of this is wrong  
and a judge says "toss it out"  
the rest continues anyway  
(I don't know what that's about).

SINCE MERRY OLDE KING WHOOZIS  
OUR PRINCIPLES DON'T BUDGE  
BUT IF WE MUST SUE ON THIS LEASE  
NO JURY, JUST A JUDGE.

A notice must be in writing  
it costs you but a smidgin  
to send Fed Ex or Certified  
not mail or homing pigeon.

We choose the law that suits us best  
the state that we call mother  
unless we sell to someone else  
and then it is another.

And wherever that place  
it may be is where we're gonna sue  
and you've no choice but to agree  
'cause we ain't comin' to you.

## **Author Bio**

Barry S. Marks is a named partner with Marks & Weinberg, P.C. in Birmingham, a firm that focuses its practice on equipment finance. Marks & Weinberg's practice is national with an emphasis on the southeastern United States and experience in most types of equipment finance. a PAST President of the Alabama State Poetry Society, Barry's (serious and silly) poetry has been widely published including in two anthologies available from Barry directly. Reach Barry Marks at 205-251-8303 or [bmarks@marksweinberg.com](mailto:bmarks@marksweinberg.com).