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.

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.