

# MARKS & WEINBERG, P.C.

## **Breeden v Hit Publications**

2001 WL 92297(Mass. App. Div.)

Faced with a lease which included a conspicuous waiver of warranties (albeit not a very well drafted one) and a financing lessor, the court upheld summary judgment in favor of the lessor in an action to enforce the lease over the lessee's claim that the equipment did not work properly. It is notable that the warranty waiver included the words "AS IS" which the court may have felt sufficient despite the lack of specific reference to merchantability or fitness.

Marks & Weinberg, PC is a law firm with significant experience in dealing with virtually every type of equipment and facility lease financing. The lawyers of the firm have participated in leasing financings for more than a billion dollars of equipment and are recognized throughout the industry. If you would like more cases or articles on leasing, or have any questions or comments about this Article or other leasing issues, please visit [leaselawyer.com](http://leaselawyer.com) or contact Barry Marks at 205.251.8303 or Ken Weinberg at 205.251.8307.

