

# MARKS & WEINBERG, P.C.

## CLF 5 and First Security Bank of Utah v. Private Jet Expeditions 1995 WL 152533 (S.D.N.Y. 4/5/95)

Lessee continued to use two jet aircraft after the end of the term, but refused to continue to pay rent at the rate specified in the lease, claiming that the parties were negotiating to extend the lease on new terms.

Although the court held for the lessor due to evidence that the lessee had acknowledged its liability to continue to pay rent under the lease, it left the door open for a finding in other circumstances that the conduct of the parties would indicate a lesser rent payable.

We advise lessors and lenders that leases should include a provision that the lessee must continue to pay rent at the contract rate, and otherwise perform its obligations under the lease, if it holds over for any reason after the end of the term.

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.

