

MARKS & WEINBERG, P.C.

Crown Equipment Corp. v. Pace Membership Warehouse 910 F.Supp. 346 (N.D. Ohio 1995)

Lessor sought a declaratory judgment that lessee was required to defend and indemnify lessor. The court dismissed the suit because lessor failed to show a likelihood of injury. In this case, lessee's failure to maintain insurance triggered the action and lessors should be aware that it may not be easy to force to the lessee to furnish indemnity. Drafters should consider whether to add a statement to the lease form that injury will result from failure to indemnify.

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