

MARKS & WEINBERG, P.C.

Dinnocenzo v. Jordache Enterprises Inc.

624 N.Y.S. 2d 6 (N.Y.S.C., 1995)

The court held that the indemnification provision which required the lessee to indemnify the lessor from liability "arising out of User's use, operation, possession or control" of the equipment leased by lessor to lessee was unambiguous, and thus, applied to the claim at issue.

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