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Normac Foods, Inc. v. Lumberman's Mutual Casualty Company

59 F.3d 178 (10th Cir. , 1995)

In this nightmarish Oklahoma case, the lessor failed to remove a portion of the leased equipment when the lease terminated. The equipment was damaged by fire. The court ruled that the lessee's insurer was not obligated to provide coverage despite the requirement that the lessor provide insurance coverage "at all times . . . with respect to the Equipment and use thereof." If the language read ". . . until return . . ." a different ruling might have resulted.

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 or contact Barry Marks at 205.251.8303 or Ken Weinberg at 205.251.8307.

