

70A-2a-402 Anticipatory repudiation.

If either party repudiates a lease contract with respect to a performance not yet due under the lease contract, the loss of which performance will substantially impair the value of the lease contract to the other, the aggrieved party may:

- (1) for a commercially reasonable time, await retraction of repudiation and performance by the repudiating party;
- (2) make demand pursuant to Section 70A-2a-401 and await assurance of future performance adequate under the circumstances of the particular case; or
- (3) resort to any right or remedy upon default under the lease contract or this chapter, even though the aggrieved party has notified the repudiating party that the aggrieved party would await the repudiating party's performance and assurance and has urged retraction. In addition, whether or not the aggrieved party is pursuing one of the foregoing remedies, the aggrieved party may suspend performance or, if the aggrieved party is the lessor, proceed in accordance with the provisions of this chapter on the lessor's right to identify goods to the lease contract notwithstanding default or to salvage unfinished goods as provided in Section 70A-2a-524.

Enacted by Chapter 197, 1990 General Session