

554.13207 Course of performance or practical construction.

1. If a lease contract involves repeated occasions for performance by either party with knowledge of the nature of the performance and opportunity for objection to it by the other, any course of performance accepted or acquiesced in without objection is relevant to determine the meaning of the lease agreement.
2. The express terms of a lease agreement and any course of performance, as well as any course of dealing and usage of trade, must be construed whenever reasonable as consistent with each other; but if that construction is unreasonable, express terms control course of performance, course of performance controls both course of dealing and usage of trade, and course of dealing controls usage of trade.
3. Subject to the provisions of section 554.13208 on modification and waiver, course of performance is relevant to show a waiver or modification of any term inconsistent with the course of performance.

94 Acts, ch 1052, §20