

**EQUIPMENT LEASE**

This Agreement is entered into by and between \_\_\_\_\_, hereinafter "Lessor" and \_\_\_\_\_, hereinafter "Lessee" for the purposes herein stated.

For the valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby covenant, contract and agree as follows:

1. **LEASE AGREEMENT:** Lessor hereby leases unto Lessee and Lessee hereby rent from Lessor the machinery, equipment and other personal property, hereinafter referred to collectively as equipment, described in the attached Schedule 1.
2. **DELIVERY AND ACCEPTANCE:** Upon acceptance by Lessee of the leased equipment which acceptance shall be identified by Lessee taking possession of the property herein leased, such acceptance shall acknowledge that the equipment is in good order and condition and that Lessee is satisfied with same and that Lessor has made no representation or warranty, expressed or implied, with respect to such item of equipment. All equipment is leased unto Lessee in an "as is" condition.
3. **TERM:** The term of this lease shall be for a period commencing on \_\_\_\_\_, 20\_\_ , at \_\_\_\_\_ o'clock a.m./p.m., and continuing until \_\_\_\_\_, 20\_\_ , at \_\_\_\_\_ o'clock a.m./p.m., when this lease shall terminate.
4. **RENTAL PAYMENTS:** Lessee agrees to pay unto Lessor the sum of \$\_\_\_\_\_ as a deposit upon commencement of this lease and thereafter \$\_\_\_\_\_ per \_\_\_\_\_, the first payment being due \_\_\_\_\_, 20\_\_ , and continuing with a like payment due on the \_\_\_\_\_ day of each and every \_\_\_\_\_ thereafter until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , when this lease shall terminate. The lease payments shall be payable unto \_\_\_\_\_ at his/her residence or offices or at any other

place as Lessor directs. Lease payments shall not be considered paid until received by Lessor.

5. **TITLE TO EQUIPMENT:** Lessor represents that he owns all equipment leased herein free and clear of all liens.
6. **MAINTENANCE AND REPAIR:** All maintenance and repair costs to the leased equipment shall be paid by Lessee and Lessor is hereby relieved from any responsibility to maintain or repair said equipment, all said equipment being leased in an "as is" condition.
7. **INSURANCE AND RISK OF LOSS:** Lessee shall acquire and maintain insurance on the leased property in the amount of at least \_\_\_\_\_ dollars with Lessor as Lost Payee during the term of this lease and provide Lessor with proof of same.
8. **DAMAGE TO EQUIPMENT; DESTROYED OR STOLEN EQUIPMENT:** Notwithstanding any loss, theft, destruction or damage of any item of leased equipment or property, the monthly rental as contained herein shall continue to be paid by Lessee and Lessee shall be responsible for repairing any damaged item of leased equipment at its cost.
9. **TAXES AND LICENSES:** All taxes, license fees and other expenses associated with the lease equipment shall be paid by Lessee.
10. **LESSOR'S INDEMNIFICATION:** Lessee shall indemnify, protect and hold harmless the Lessor, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of leased equipment,

regardless of where, how and by whom operated. Lessee shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnifications and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise for any such claims made or accruing during the term of this lease.

11. **ASSIGNMENT AND SUBLEASE:** Lessee may not assign or sublease the equipment without the written consent of Lessor.
12. **ASSIGNMENT BY LESSOR TO BANK:** Lessor shall be entitled to assign this lease or any portion thereof to any bank or other financial institution as security of any loan which he may desire to take.
13. **LESSOR'S WARRANTY:** Lessor makes no warranties unto Lessee regarding the equipment all equipment being leased in its "as is" condition.
14. **LESSEES' DEFAULT:** Time is of the essence under this agreement and any of the following events shall constitute defaults on the part of Lessee hereunder:
  - (a) failure of Lessee to pay an installment of rent within \_\_\_\_ days after which same became due;
  - (b) any breach or failure of Lessee to observe or perform any of its obligations under this lease;
  - (c) insolvency or bankruptcy of Lessee or assignment for the benefit of creditors;
  - (d) any other act of Lessee which will allow Lessor to deem itself insecure in the prospect of payment.

Upon the occurrence of any default Lessor may exercise this option without notice to or demand on the Lessee and thereupon all equipment and rights of Lessee therein shall be surrendered unto Lessor; upon default, Lessor may take possession of the equipment where found with or without process of law in court, may enter upon the premises without liability for suit, action, or other proceedings by Lessee and remove the leased equipment; hold, sell, lease or otherwise dispose of the equipment or keeping of any of them as Lessor so chooses without effecting the obligation of Lessee regarding this agreement; collect all unpaid lease payments due without prejudice to Lessor's right to regain possession of the equipment.

15. **(Optional: Strike through if not applicable) PURCHASE AGREEMENT:** Lessee agrees that at the end of the lease period that Lessee shall purchase the leased equipment from Lessor for the purchase price of \_\_\_\_\_ dollars less the deposit and all lease payments previously made which sum shall be payable by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. If Lessee fail to purchase the equipment and pay the purchase price on or before \_\_\_\_\_, 20\_\_\_, Lessees shall be in breach of their contract to purchase and Lessor may sue Lessee for all damages resulting from Lessee' breach of contract. In the event Lessees pay the purchase price by \_\_\_\_\_, 20\_\_\_, Lessor shall convey all leased equipment unto Lessees free and clear of all liens.
16. **(Optional: Strike through if not applicable) LANDLORD'S WAIVER:** This agreement is conditioned upon a Landlord's waiver being executed wherein the Landlord releases any right it may have to retain equipment on its leased premises upon default by Lessee.

WITNESS our signatures this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LESSOR:

LESSEE:

\_\_\_\_\_

\_\_\_\_\_