

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the "Agreement") is made and entered on this ____ day of _____, 20____ by and between _____ ("Lessor") and _____ ("Lessee") collectively referred to as the "Parties."

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the following equipment:

(the "Equipment").

2. LEASE TERM: The lease will start on _____ (begin date) and will end on _____ (end date) (Lease Term).

3. LEASE PAYMENTS: Lessee agrees to pay to Lessor as rent for the Equipment the amount of \$_____ ("Rent") each month in advance on the first day of each month at:

or at any other address designated by Lessor. If the Lease Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

4. LATE CHARGES: If any amount under this Agreement is more than ____ days late, Lessee agrees to pay a late fee of \$_____.

5. SECURITY DEPOSIT: Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit of \$_____ as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance. Lessee shall not apply or deduct any portion of any security deposit from the last or any month's rent. Lessee shall not use or apply any such security deposit at any time in lieu of payment of rent. If Lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.

6. DELIVERY: Lessee shall or shall not be responsible for all expenses and costs:

- i) At the beginning of the Lease Term, of shipping the Equipment to Equipment Lease Agreement to Lessee's premises and
- ii) At the end of the Lease Term, of shipping the Equipment back to Lessor premises.

7. DEFAULTS: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of