EQUIPMENT LEASE AGREEMENT

**LONG**

The effective date of this Equipment Lease Agreement is [DATE], (the “Lease Agreement”)

**BETWEEN: [LESSOR NAME]** (the “Lessor”), a company organised and enduring by the rulings of the [State or Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [LESSEE NAME]** (the "Lessee"), a company organised and enduring by the rulings of the [State or Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS of Lessee]

**RECITALS**

WHEREAS, the Lessor is the owner of certain equipment and software described in Appendix “A” attached hereto;

WHEREAS, Lessee is desirous of availing leasing equipment provided by the Lessor.

WHEREAS, the Lessee agrees to keep and maintain the Equipment only at the location described in Appendix “B” attached hereto (“Equipment Location”);

WHEREAS, Service Provider is a qualified lessor of equipment and maintenance services and is willing to provide such services to Lessee as per the terms herein.

WHEREAS, the Lessee agrees to comply with all other terms and conditions set forth in this Agreement and to limit use of the Property to the use described in Appendix “C” attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **ANNUAL RATE FOR SERVICES**

The annual rental rate is [AMOUNT] and shall be paid in advance in instalments of [INSTALMENT AMOUNT] each month, beginning on [DATE OF FIRST PAYMENT] and on the first day of each succeeding month throughout the term hereof, at [ADDRESS FOR PAYMENTS], or at such other place as Lessor may designate from time to time. Any instalment payment not made by the [DAY]th day of the month shall be considered overdue, and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to [%] per month on any overdue amount.

1. **MAINTENANCE CALLS**

Lessor agrees to provide maintenance service including up to [NUMBER] maintenance calls annually and interim calls as required at the installation address specified above on the equipment listed. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal. If the charges are increased, the customer may, as of the effective date of such increase, terminate this Agreement by written notice to the Lessor. Otherwise, the new charges shall become effective upon the date specified in the renewal invoice. This Agreement is limited to equipment regularly operated during a single eight-hour shift per day, and all Lessor calls hereunder are restricted to the normal working hours of the Lessor. To cover increased maintenance costs, if any piece of equipment is regularly operated during more than one eight-hour shift per day, an increase in Annual Rate will apply as follows:

[NUMBER] Shifts [%], [NUMBER] Shifts [%].

All service commenced outside of Lessor's normal working hours will be charged at published rates for service time and expense only.

1. **SERVICES**

The following services are included:

[DESCRIBE SERVICES AND EQUIPMENT]

Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of, Lessor are used. Lessor shall have full and free access to the equipment to provide service thereon. If persons other than Lessor's representatives perform maintenance or repairs, and as a result, further work is required by Lessor to restore the equipment to operating condition, such repairs will be billed at Lessor's published time and material rates then in effect.

1. **PAYMENTS**

For service as specified above on the equipment listed, the undersigned agrees to pay in advance the total annual charge specified below to Lessor, in accordance with the terms specified on the face of the invoice.

There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including State and Local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Lessor *in re*spect of the foregoing, exclusive, however, of taxes based on net income.

1. **PLACEMENT OF PROPERTY**

The Lessor agrees to place the Property (described in Appendix “A”) on temporary loan to the Lessee at the Equipment Location for the limited use by the Lessee within the terms of this Agreement. The Property shall be maintained only at the Equipment Location described in Appendix “B” and shall not be moved from the Equipment Location without the written consent of the Lessor. The Property shall be delivered back to the Lessor upon demand and without delay following such demand at the expense of the Lessee. If at any time the Lessor delivers additional property to the Lessee, such additional property shall be subject to the terms and conditions of this Agreement unless specifically agreed by the parties in writing.

1. **ACCESS TO EQUIPMENT**

Lessee shall provide Lessor with access to its premises to Lessor or its agents at any time during normal business hours or after normal business hours in the event of a *bona fide* emergency for the purpose of inspecting, maintaining or otherwise accessing the Property.

1. **LIMITATIONS ON USE**

Lessee shall use the Property only for the purposes described in Appendix “C” and for no other purpose. Access to the Property shall be limited to the individuals listed in Appendix “D”.

1. **NO LIENS OR ENCUMBRANCES**

Lessee shall not create nor permit any lien, security interest, or other encumbrance of any nature or kind, whether voluntary or involuntary, to attach to the Property. In the event that any such encumbrance attaches to the Property, Lessee shall immediately and without delay cause such encumbrance to be discharged.

1. **TERM AND TERMINATION**

The operation of this Agreement shall continue for so long as any Property of the Lessor has not been returned to the Lessor.

1. **NO INTERFERENCE WITH TITLE**

Lessee agrees that it shall take no action whatsoever that is inconsistent with the ownership of the Lessor in and to the Property. Lessee shall take any and all steps that are required to defend the title of the Lessor in and to the Property and shall execute any and all documents requested by the Lessor confirming the Lessor’s title in and to the Property.

1. **CARE AND MAINTENANCE**

Lessee shall take all necessary actions to assure that the Property is not misused, damaged, or subject to the risk of harm.

Upon delivery to the Location, Lessee shall be responsible for any and all risk of loss, damage, destruction, theft or any other diminution in value or any damage or injury caused directly or indirectly by or as a result of the Property or the operation thereof and shall hold the Equipment harmless from and against the same. Lessee shall pay to Lessor for any damage, loss or destruction, regardless of the cause therefor. In the event of the destruction of the Property, Lessee shall pay to the Lessor the entire replacement cost of the Property.

1. **ALTERATIONS, ADDITIONS**

Lessee shall not alter the Property in any manner without Owner's prior written approval.

1. **WARRANTY DISCLAIMER**

The Property is being provided for the use of Lessee as an accommodation to the Lessee. Lessor makes representations or warranties as to the condition or operation of the Property. THE PROPERTY IS PROVIDED AND LESSEE ACCEPTS THE EQUIPMENT ON AN “AS IS” BASIS AND WITH ALL FAULTS AND DEFECTS. LESSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Lessee agrees that it shall indemnify and hold the Lessor harmless from and against all damages, claims, liabilities, actions, suits, threats, demands and settlements arising directly or indirectly from the use and operation of the Property, made by Lessee or any other party, including but not limited to incidental and consequential damages, lost profits, business interruptions damages, injury-related damages, special and punitive damages, even if Lessor is advised that such damages are possible or reasonably anticipated.

1. **CONFIDENTIALITY**

For purposes hereof, "Confidential Information" means customer information, operating programs, and data or technology incorporated in the Loaned Property, but does not include, however, any information (1) Lessee develops or acquires independent of any contact with Lessor and the Loaned Property; (2) already in Lessee's possession prior to contact with Lessor or the Loaned Property; or (3) generally available to the public on an unrestricted basis in the form provided by Lessor. All such Confidential Information shall be held in strictest confidence and may not be accessed, used, or disclosed except as strictly necessary to execute the authorised Use.

Lessee agrees to report promptly to Lessor any unauthorised access, use, or disclosure of Lessor's Confidential Information, as well as any action (or attempt to take action) of any person to delete, disable, deactivate, intercept, interfere with, or otherwise access, modify, or disrupt the Loaned Property or the safe and secure operation thereof.

1. **NOTICES**

Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by Certified Mail, Return Receipt Requested and shall be deemed to have been delivered [NUMBER] business days after the date of mailing. Addresses and Email addresses for such notices shall be:

If To Lessor: [YOUR COMPLETE ADDRESS]

If To Lessee: [ADDRESS]

1. **ASSIGNMENT**

Neither this Agreement nor any right, interest, duty or obligation hereunder may be assigned, transferred or delegated by Lessee without the express written consent of Lessor which consent may be withheld at the discretion of the Lessor.

1. **GOVERNING LAW**

This Agreement shall be interpreted under the laws of the [State/Province] of [STATE/PROVINCE]. Any and all legal actions relative hereto shall be in the courts of [State/Province] of [STATE/PROVINCE].

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorised representatives of the parties. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be affected, and this Agreement shall be enforceable without reference to the unenforceable provision. No party’s waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

LESSOR LESSEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**APPENDIX A**

**THE LEASED EQUIPMENT**

**APPENDIX B**

**EQUIPMENT LOCATION**

**APPENDIX C**

**PERMITTED USE OF EQUIPMENT**

**APPENDIX D**

**INDIVIDUALS ALLOWED ACCESS TO LEASED EQUIPMENT**