This Equipment Lease Agreement (the “Agreement”) is made and entered on

This Date_____,_____, by and between

Appliance Buddy Rentals (“Lessor”) and_____(“Lessee”)
(collectively referred to as the “Parties”)

The Parties agree as follows:

I.Equipment: Lessor hereby leases to Lessee the following equipment:

_____

_____ (the “Equipment”)

II. Lease Term: The lease will start on _____ (begin date) and

will end on _____ (end date) (Lease Term).

III. Lease Payments: Lessee agrees to pay Lessor as rent for the Equipment the amount of $_____ (“Rent”) each month in advance on the first day of month. 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. Lease is non- cancelable by Lessee. Lessee must give 30 day written notice of cancellation before the expiration of the Lease Term. Auto renewal will go into effect after the Lease Term has expired, the new Lease Term will be month to month.

IV. Late Charges: If any amount under this Agreement is more than 5 days late, Lessee agrees to pay a late fee of $10.

V. Security Deposit: Prior to taking possession of the Equipment, Lessee shall deposit with the Lessor, in trust, a security depositof $_____ 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 of 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 of 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.

VI. Delivery: Lessor agrees to deliver clean and working equipment. Service on the equipment will be at the expense of the Lessor. However, Lessor may be responsible for service due to neglect of the Equipment by Lessee or Lessee’s agent. If Equipment on site Equipment may be replace by Lessor with working Equipment. Lessee is not allowed to move the equipment from the address on the Agreement. Lessee must schedule with Lessor to have Equipment moved to a new address. Moving charges may apply.

VII. Defaults: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statue, 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 does not cure a default, Lessor may at Lessor's option (a) cure such a 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 Bankruptcy act or similar federal or state statue, Lessee may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may, at its option, hold Lessee liable for any difference between rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such reletting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid rent under this Agreement if this Agreement had continued force.

VIII. Possession and Surrender of Equipment: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term**.** At the expiration of the Lease Term, Lessee shall surrender the Equipment to the Lessor or Lessor's agent in good condition and working order, ordinary wear and tear expected, as it was at the commencement of the Agreement.

IX. Use of Equipment: Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statues and orders regarding the use, maintenance of storage of the Equipment.

X. Condition of Equipment and Repair: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in food and acceptable condition.

XI. Maintenance, Damage and Loss: Lessee will, at Lessee's sole expense keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

XII. Insurance: Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance.

XIII. Encumbrances, Taxes and Other Laws: Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the

possession, use or maintenance of the Equipment.

XIV. Lessors Representations: Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that the Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a

timely manner and performs all obligations under this Agreement.

XV. Ownership: The Equipment is and shall remain the exclusive property of the Lessor.

XVI. Severability: If any part of parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such a provision valid, then such provision shall be deemed to be construed as so limited.

XVII. Assignment: Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

XVIII. Binding Effect: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

XIX. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State the Agreement is executed.

XX. Notice: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified returned receipt requested, postage prepaid, or delivered by overnight delivery service to: Lessor or Lessee.

XXI. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed both Lessor and Lessee.

XXII. Cumulative Rights: Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

XXIII. Waiver: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provision of this Agreement.

XIV. Indemnification: Except for damages, claims or losses due to Lessor's acts or

negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts of omissions of any person of persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.