

EQUIPMENT LEASE AGREEMENT

WHEREAS Lessor agrees to lease Lessee certain Equipment as identified specifically in Exhibit A attached hereto and incorporated herein as thou fully set forth. Lessee may lease additional items from the Lessor by the Parties attaching an Exhibit B to the Lease and describing that other Equipment. From that point on, the items listed in Exhibit B will be considered “Equipment” (just like the original items) and will be covered by the terms of the Lease.

WHEREAS Lessee agrees to lease the specified Equipment as set forth in Exhibit A, (or Exhibit B as agreed upon by the parties) to be used in conjunction with materials and services supplied by Lessor.

WHEREAS once Lessee takes possession of the leased Equipment, it is solely responsible for maintenance and upkeep of all Equipment in its possession at all times. Lessee is also solely responsible for notifying Lessor of all damage, or other condition rendering the subject Equipment to be unsafe, faulty, not usable as intended, or otherwise dangerous or hazardous in any way.

Section 4. **OWNERSHIP:** The Equipment subject herein remains Lessor’s property, even though the Lessee has the right to use it in its business. There is no transfer of title to the Equipment, even if it’s attached to or installed on the Lessee’s property.

Section 5. **RESPONSIBILITY FOR CARE:** Lessee shall: (a) keep the Equipment in good condition; and (b) make sure the Equipment is used only by competent employees; and (c) use the Equipment carefully and properly; and (d) keep the Equipment at the agreed-on location, and not remove it without the Lessor’s consent; and (e) not change or add to the Equipment; and (f) tell the Lessor about any loss, theft, or destruction of or to the Equipment; and (g) not assign or transfer the Equipment; and (h) to comply with all federal, state and local law. This shall include but not be limited to using as instructed within all maximum weight limits and with adequate support on appropriate level surfaces.

Section 6. **LESSORS REPRESENTATIONS AND WARRANTIES;** Lessor represents that: (a) it has the ability to lease the Equipment, but does warranty the Equipment is guaranteed to be a certain way, or useful to the Lessee’s business; (b) it will leave the Lessee alone during the Term if the Lessee follows the terms and conditions of the Lease; and (c) it will transfer any warranty that can be transferred (e.g., manufacturer’s warranty) to the Lessee if necessary.

Section 9. **LIABILITY FOR LOSS AND DAMAGE:** The Lessee is responsible for any damage or loss of the Equipment while it’s in the Lessee’s hands. The Lessee will pay the fair market value of the lost or damaged Equipment to the Lessor. If the Lessor finds out that some or all of the Equipment has been lost, stolen, or destroyed, it can require the Lessee to (a) replace it

or (b) pay any outstanding fees, part of the cost of the item, and the total amount the Lessor would have received as Rent on that Equipment during the Term.

Section 10. DEFAULT; RIGHTS OF THE LESSOR ON DEFAULT OF LESSEE: If the Lessee defaults by violating any provisions of the Lease, the Lessor may end the Lease and take back possession of the Equipment. If this occurs the Lessee will pay any related costs. If the Lessee doesn't deliver the Equipment to the Lessor, the Lessor can go onto the Lessee's property and retake it, without having to get a court order or police assistance.

Section 11. INDEMNITY: Lessee shall pay the Lessor for any and all costs the Lessor incurs relating to the Lessee's use of the Equipment.

Section 12. RETURN OF EQUIPMENT: At the end of the Term, the Lessee must return the Equipment, unless it renews the Lease. Lessee may also request Lessor enter upon the premises of Lessee for the purpose of removal. Lessee guarantees the leased Equipment shall be in good condition without damage other than normal wear and tear.

Section 13. LESSORS RIGHT OF INSPECTION: Lessor shall have the right to examine the Equipment during normal business hours.

Section 17. NOTICE: Any notice by Lessee to Lessor shall be provided by sending said notice to 5555 Manchester Ave, St. Louis, MO 63110. Any notice by Lessor to Lessee shall be sent to _____ (address here of client/Lessee).

Section 18. GOVERNING LAW: The Parties hereby agree and stipulate any and all disputes regarding this agreement shall be resolved pursuant to Missouri Law.

Section 19. SEVERABILITY: If at any time any provision of this lease is found to be unenforceable in whole or in part, it shall not serve to invalidate any other provision of this agreement. All other provision shall remain in full force and effect.

Section 20. ENTIRE AGREEMENT. The Parties' hereby stipulate and agree this is the entire agreement, along with Exhibit A and/or B as agreed upon by the Parties incorporated herein as thou fully set forth, and shall not be modified, amended, or otherwise interpreted beyond the specific provisions contained herein.