



Business Lease Agreement

Agreement No. _____

EQUIPMENT		<input type="checkbox"/> See Attached Schedule A for additional Equipment/Accessories		
Qty	Manufacturer	Equipment Model/Description	Serial Number	Accessories
Equipment Location (if different from Billing Address):				
Street: _____		City: _____	County: _____	State: _____
Zip: _____				
TRANSACTION TERMS		Lease Payment: \$ _____ (Exclusive of applicable taxes) Advance Payment: \$ _____ Term: _____ Billing Period: Monthly		
Purchase Option:		<input type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1.00		
		*LEASE RATE: _____ % (Complete for GA, MD, NH, NM, WI) *LEASE RATE FACTOR: _____ % (Required for \$1.00 purchase option in all other states)		

TERMS AND CONDITIONS

In consideration of Lessor's purchase of the Equipment, selected by Lessee without Lessor's assistance, Lessee leases from Lessor the Equipment pursuant to all terms and conditions of this Agreement ("Lease"). **LESSOR MAKES NO WARRANTY REGARDING LESSEE'S TAX OR ACCOUNTING TREATMENT OF THIS LEASE.** Lessee acknowledges that any licenses or other intellectual property, included or funded with the Equipment, is not provided by or owned by Lessor, and therefore is not included in any purchase option under this Lease. The Equipment is leased exclusively for Lessee's established business purposes and not for personal, family, or household purposes. Lessee agrees that this Lease is set up to work as a net lease in which Lessee will pay all costs connected with the Lease and the Equipment, including taxes (e.g., property, sales and use taxes), insurance, repairs, maintenance, shipping, termination fees, collection costs, bad check charges, reasonable attorney's fees, and other expenses normally paid in a net lease. Lease payments shall be increased by any expense Lessor incurs to preserve the Equipment or to pay taxes, insurance, repairs, maintenance, liens, assessments or any other amount necessary to preserve or protect Lessor's rights. For any rent or other payment not received by Lessor when due, Lessee shall pay a late charge, as liquidated damages and not as interest, of ten (\$10) cents/dollar past due for the first month of each late payment plus one and a half (1.5%) percent per month thereafter, or when less, the maximum allowed by law. Each payment received, at Lessor's discretion, shall be applied first to the oldest amount due. Advance payments or deposits shall be non-refundable, and shall not bear interest, and shall be co-mingled with other funds. Lessee agrees to pay Lessor's one-time standard documentation fee to be billed with the first lease payment to cover account-setup costs. Should Lessee be entitled to revoke its equipment acceptance, Lessee agrees to indemnify Lessor for any payments made by Lessor in reliance thereon. If Lessor elects to make filings of financial statements, Lessee agrees to execute all required documents, and authorizes filings without Lessee's signature where allowed by law, and if a signature is required, Lessee appoints Lessor as Lessee's attorney in fact to execute all filings. The Lessee hereby waives the right to receive copies of verification statements or financing statements. Lessee hereby grants Lessor a security interest in all Equipment, including proceeds, products, deposits, and advances, and any licenses of intellectual property used with the Equipment, but in no case shall this grant or any filing be deemed to contravene the "true lease" status of this Lease. **LEASE PAYMENTS WILL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD BY UP TO TWENTY (20%) PERCENT IF THE FINAL COST OF CONFIGURATION OF THE EQUIPMENT VARIES FROM THE APPLICATION ESTIMATE.**

So long as there is no Lessee default hereunder, Lessor will not interfere with Lessee's quiet enjoyment of the Equipment. **LESSOR MAKES ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** Lessor is a funding source only. Lessee agrees to look to the Equipment vendor for any warranties. Lessee shall make any claim arising out of Equipment defect solely against the Equipment vendor, and any such claim is waived as to Lessor. All warranties from the vendor to Lessor are hereby assigned for the term of the Lease to Lessee for Lessee's exercise at Lessee's expense. **IN NO CASE SHALL LESSOR BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.** Time is of the essence and Lessee agrees to make payments to Lessor when due, unconditionally and without abatement or offset for any cause and regardless of any problems with the Equipment or vendor. Payment is due in advance on the same date each month as set by Lessor upon verification of the Equipment delivery. Further, Lessee indemnifies and holds Lessor harmless against any loss or claim arising out of Equipment's defect, use, or operation, and whether arising out of breach of contract, tort, or strict or product liability. **LESSEE AGREES NOT TO MOVE THE EQUIPMENT OR TO ASSIGN, TRANSFER, SELL, SUBLEASE, OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, NOT TO BE UNREASONABLY WITHHELD. LESSOR MAY, AT ITS OPTION, FREELY ASSIGN ITS RIGHTS AND INTERESTS UNDER THIS LEASE WITHOUT NOTICE TO OR CONSENT OF LESSEE.**

Lessor is the sole and absolute owner of the Equipment, except to the extent Equipment includes license or intellectual property. Lessor may inspect the Equipment and affix and display notice of ownership. Lessee shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good operating condition, and shall use and operate it in compliance with applicable laws and vendor licenses. If Lessee has not exercised its purchase option with at least ninety (90) days prior written notice, or if Equipment is not returned within ten (10) days of Lease end, Lessee shall be liable for continuing lease payments at the original rate for each month, or part thereof, until Lessee shall have given thirty (30) days prior written notice of its intent to return, and the Equipment is then returned to Lessor's possession. Upon Lessee request, Lessor will designate the return location and Lessee will return Equipment, at its own risk and expense, in the same condition as at Lease commencement, excepting only reasonable wear and tear, and with all original boxes, manuals, attachments and accessories. Lessee agrees, at its cost, to a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming Lessor as loss payee, and b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, or in such other amount as Lessor may request or accept, naming Lessor as an additional insured. Such insurance policy must provide Lessor with not less than 15 days prior written notice of cancellation, non-renewal or amendment. Lessee must provide Lessor with evidence of coverage within 30 days after (i) delivery of the Equipment to Lessee, or (ii) any notice Lessor may send Lessee requesting evidence of coverage, whichever is earlier. Lessee acknowledges that Lessor cannot advise Lessee on insurance adequacy or coverage, as Lessor is not licensed as an insurance agency or insurance company. **If Lessee fails to provide evidence of coverage meeting the foregoing requirements, Lessor may, but is not obligated to, for its interest only, (A) include the Equipment under Lessor's risk management program for the loss, damage or destruction of the Equipment and to charge Lessee a fee which Lessee will be required to pay Lessor or (B) obtain property and/or liability insurance coverage, from any authorized insurance carrier of Lessor's choice, including affiliates, and Lessee must repay to Lessor over the term of this Lease the insurance premiums Lessor paid for such coverage. Such premiums may be pre-paid by Lessor, and Lessor's insurance policy will cover such risks and include such deductibles, if any, as Lessor may request from its insurance provider. Lessee understands that its costs to obtain insurance coverage under any policy Lessee may have or may wish to acquire may be higher or lower than the cost of Lessor's policy.** At Lessee's sole discretion and expense, it may wish to obtain insurance coverage from its insurance company for any interest it may have in the Equipment or in this Lease.

If Lessee should default in any obligation under this Lease, Lessor shall have the right to collect lost tax benefits and all contractual payments and to exercise any or all of the following: 1) Accelerate without notice all payments provided for in the Lease, 2) Immediately retake possession of the Equipment, which shall always remain Lessor's personal property whether or not affixed to realty, 3) Collect all costs of collection, including reasonable attorney's fees, and 4) Exercise all other remedies at law or equipment. Lessor, at its discretion, may hold for Lessee's account or may dispose of returned or repossessed Equipment, and shall credit to Lessee's account any excess receipts over the Equipment residual value belonging to Lessor and over the expenses of retaking and disposing of Equipment. Lessor's action or failure to act on any one remedy shall not constitute an election. The provisions of this Lease are severable if any are unenforceable. Each accelerated sum shall be discounted to the date of default at a rate of 6% per annum. Any action by Lessee against Lessor for misrepresentation, product liability, breach of warranty, default, and any other claim whatsoever shall be commenced within one year after the cause of action arises or be forever barred.

THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF CALIFORNIA. THE PARTIES HERETO EXPRESSLY SUBMIT TO PERSONAL JURISDICTION AND VENUE IN CALIFORNIA COURTS AND WAIVE ALL RIGHT TO A TRIAL BY JURY IN ALL JURISDICTIONS.

AGENCY DISCLAIMER: Lessee agrees that neither the Equipment vendor nor any broker is an agent of Lessor, nor are they authorized to waive or alter in any way the Lease terms. Their representation and acts in no way affect the Lessee's or Lessor's rights and obligations as set forth in this Lease.

READ THIS LEASE CAREFULLY BEFORE SIGNING

THIS LEASE IS NON-CANCELABLE. It consists of all terms herein. Lessee agrees that all Equipment is deemed accepted unless Lessor received from the Lessee within ten (10) days of Equipment delivery written notice of reasonable rejection due to material Equipment defect. **THIS IS THE FULL AND FINAL AGREEMENT, MERGING ALL PRIOR UNDERSTANDINGS. IT CANNOT BE MODIFIED OR TERMINATED EXCEPT BY A WRITTEN AGREEMENT SIGNED BOTH BY LESSEE AND LESSOR.***

*Acknowledged and Accepted (please initial) By:

LESSEE ("You")	Federal Tax ID: _____
Full Legal Name: _____	
Billing Address: _____	
City: _____	
County: _____ State: _____ Zip: _____	
Contact: _____ e-Mail: _____	
Phone: _____ Fax: _____	
By: Name/ Title Date: 	
<small>Signature of Authorized Signer</small>	<small>Please Print</small>
<small>Date of Signature</small>	
LESSOR ("We", "Us")	
23586 CALABASAS ROAD, STE 200	
CALABASAS, CA 91302	
PHONE: 818/222-1006 • FAX – 818/222-1516	
By: _____	
Date: _____	

Unconditional Personal Guaranty

In consideration of Lessor entering into the Lease in reliance on this guaranty, the undersigned unconditionally and irrevocably guarantees to Lessor, its successors and assigns, the prompt payment and performance of all existing and future obligations to Lessor, including the Lease. I agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against me personally without resorting to any security or seeking to collect from Lessee, (B) I waive all suretyship defenses including impairment of collateral, failure to properly perfect a security interest in the collateral, and all notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to me and I will be bound by such changes, and (d) I will pay all of Lessor's costs of enforcement and collection, including attorney's fees. This guaranty survives the bankruptcy of Lessee and binds my administrators, successors and assigns. My obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and I agree not to seek to be repaid by Lessee in the event I must pay Lessor, until you have been paid all amounts owed. This guaranty shall be governed by the laws of California. I consent to the personal jurisdiction and venue of federal and state courts in California.

_____	By: _____	individually	SOCIAL SECURITY #: _____
<small>Printed Name</small>			
_____	By: _____	individually	SOCIAL SECURITY #: _____
<small>Printed Name</small>			