

EQUIPMENT LEASE AGREEMENT

THIS LEASE is made as of the ____ day of _____, 20____, by and between KRIGGER & COMPANY, INC., a Pennsylvania corporation having a place of business at 4360 Gibsonia Road, P.O. Box 1427, Gibsonia, PA 15044-1427 ("Lessor")

and , _____

located at _____
("Lessee").

WITNESSED:

WHEREAS, Lessor owns certain lawn maintenance equipment listed on Schedule A attached hereto (the "Equipment"); and

WHEREAS, Lessee wishes to lease the Equipment on a short-term basis, on the terms and conditions set forth below.

Terms and Conditions of Lease

1. **LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases and rents from Lessor, the Equipment.
2. **WARRANTIES.** Lessee shall inspect the Equipment promptly upon its delivery to Lessee, and shall promptly notify Lessor in writing of any defect in the Equipment. **LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND THAT LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ITS FITNESS FOR A PARTICULAR PURPOSE OR ITS MERCHANTABILITY.** Lessee accepts the full risk of the rental and use of the Equipment, and hereby releases Lessor from any and all claims relating to the Equipment or the use thereof.
3. **NO ORAL AGREEMENTS.** No oral promise, representation, warranty, modification or other agreement between Lessor and Lessee shall be binding. None of the terms of this Lease shall be changed or modified except in writing signed by Lessor and Lessee.
4. **DELIVERY.** The Equipment shall be delivered to Lessee at its address shown on page 1 hereof. The date on which Lessee takes possession of the Equipment at such location is hereinafter referred to as the "Delivery Date". Lessee will pay Lessor a pick-up and delivery charge as shown on **SCHEDULE A** hereto in addition to rent for the delivery of the Equipment.
5. **TERM.** The term of this Lease shall commence on Delivery Date and shall continue for each item of the Equipment for the period set forth on **SCHEDULE A** hereto.
6. **RENT FOR EQUIPMENT.** Lessee will pay to Lessor as rent for the use of each item of the Equipment, an amount equal to the Base Rent set forth on **SCHEDULE A** hereto, which shall be payable upon execution of this Lease or otherwise as the parties shall agree. Additionally, if any item of the Equipment is operated by Lessee more than the average "DAILY ALLOWED HOURS", during the term, Lessee shall pay Lessor, at the end of the term, an amount equal to the Excess Use Charge for such item of Equipment, as set forth on **SCHEDULE A**. For each item of the Equipment,

Lessee agrees that the current reading of the hour meter is as set forth on **SCHEDULE A.**

No portion of the rent shall be deemed to constitute payment for any equity interest in the Equipment. Lessee agrees to payment of all rent provided for in this Lease regardless of any problems Lessee may have with the Equipment, including its operation, condition, capability or repair, and regardless of any claim, setoff or defense Lessee might have against the manufacturer.

7. **USE.** Lessee shall use the Equipment in a careful and lawful manner, and assumes all risks, and releases Lessor from all claims, relating to the use thereof. Lessee shall not permit any person to operate the Equipment other than Lessee's employees.
8. **PERSONNEL TRAINING.** Lessee shall ensure that all personnel utilizing the Equipment are properly trained in the use thereof.
9. **MAINTENANCE; ALTERATIONS.** During the term of this Lease, Lessee shall keep the equipment in good working condition and repair and furnish all labor, parts, mechanisms and devices required therefore, and shall return the Equipment to Lessor at the end of the term in the same condition as the Equipment is in on the date hereof. Lessee shall not make any alterations, additions or improvements to the Equipment, and shall in no way alter, remove or disable any safety devices relating to the Equipment.
10. **INSURANCE.** During the term of this Lease, Lessee shall keep the Equipment insured at Lessee's expense against risks of loss or damage to the Equipment, such coverage to be in the amount of the replacement value or fair market value of the Equipment, whichever is greater. During the term of this Lease, Lessee will obtain and maintain, at its own expense, public liability and property damage insurance with respect to the Equipment or the use thereof, with minimum limits of \$1,000,000 combined single limit. Prior to the commencement of the term of this Lease, Lessee shall furnish Lessor with a Certificate of Insurance or other evidence satisfactory to Lessor demonstrating that such coverages are in place and the Lessor has been named as loss payee/additional insured with respect to such coverages.
11. **LIENS; TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances. Lessee shall (a) make and file all declarations and returns in connection with all charges and taxes (local, state, and federal), which may now or hereafter be imposed upon or measured by the leasing, rental, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's net income, and (b) pay all such charges and taxes. In the event that Lessor shall elect to make and file any or all declarations and returns in connection with such charges and taxes or to pay the same, then Lessee shall reimburse Lessor, upon demand of Lessor, for any and all such charges and taxes applicable to the equipment.
12. **INDEMNITY.** Lessee shall and does hereby agree to indemnify and save Lessor, its agents, successors and assigns, harmless from any and all liability, claims, damages or loss, including reasonable attorney's fees, arising out of Lessee's possession, leasing, operation, control or use of the Equipment during the term of this Lease. Lessee shall, at Lessor's discretion, appear and defend any such action and pay the cost of the defense of any such action brought against Lessor, either alone or in conjunction with others, upon any such liability or claim. Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action, provided that Lessor gives Lessee written notice of any such claim. The obligations to indemnify with respect to matters occurring or arising during the term of this Lease shall continue in full force and effect notwithstanding the termination or expiration of this Lease.

13. **SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall bind and benefit all successors and assigns of the parties.
14. **NOTICES.** Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth above, or at such other address as said party may provide in writing from time to time for that purpose. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.
15. **SEVERABILITY.** If any provision of this Lease is held invalid or unenforceable, the remainder of this Lease will not be affected thereby and to this end the provisions of this Lease are declared severable.
16. **AMENDMENTS AND WAIVERS.** This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment. No express or implied waiver by Lessor of any event of default hereunder shall in any way be or be construed to be a waiver of any future or subsequent event of default whether similar in kind or otherwise.
17. **MISCELLANEOUS.**
 - A. No provision of this Lease can be waived except by the written consent of the Lessor.
 - B. Lessee shall provide Lessor with such UCC-1 Financing statements and other documents as Lessor shall reasonably request from time to time.
 - C. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Lessee agrees that any actions or proceedings to which Lessor is a party arising directly or indirectly from this Lease, shall be litigated in any state or federal court having situs within the Commonwealth of Pennsylvania, and that said court shall have jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LESSOR:

LESSEE:

Company Name

KRIGGER & COMPANY, INC.

Authorized Representative

Printed Name

Printed Name

Title

Date

Title

Date