

Equipment Lease Agreement

THIS CONTRACT IS NON-CANCELABLE



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| Lease Number: | | Lessee's Fed Tax ID #: | |
| Lessee (Customer) – Use EXACT registered name if a corp., LLC or LP | | Lessee's Chief Executive Office – Street | |
| Equipment Supplier | | State | County |
| | | Zip | City |
| | | Lessee's Telephone (not cell) | |
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1. **LEASE OF EQUIPMENT.** You (the above referenced lessee/customer) agree to lease from Us (Wells Fargo Financial Leasing, Inc.) the equipment listed below (together with all replacements and embedded software, the "Equipment") upon the terms stated herein (the "Lease"). This Lease will begin on a date designated by Us after We accept and sign this contract (referred to herein as the "Commencement Date"). You promise to pay Us the Lease Payments and other amounts as provided below. After You sign this Lease, We may insert any information missing in the boxes herein and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment mistake. If the Equipment includes any software, You agree that We don't own the software and You are responsible for entering into any necessary software license agreements with the licensors of such software. *This Lease contains the final agreement between You and Us and may be changed only by a written agreement signed by You and Us.* This Lease may be signed in counterparts, each of which shall be deemed a fully executed original. You agree that a facsimile of this Lease shall be as valid and enforceable as the original.

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| Equipment Description: <input type="checkbox"/> See Attached Schedule also | | | |
| Quantity | Equipment Make, Model & Serial Number (Required) | Quantity | Equipment Make, Model & Serial Number (Required) |
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| Equipment Location: | | Initial Term: _____ months | Security Deposit (if any): \$ _____ |
| Advance Payment (if any): \$ _____ applied as <input type="checkbox"/> first payment <input type="checkbox"/> first and last payments <input type="checkbox"/> other: | | | |
| Lease Payment: \$ _____ per <input type="checkbox"/> month <input type="checkbox"/> quarter <input type="checkbox"/> other: _____ Check here <input type="checkbox"/> if Lease Payment includes sales/use tax. | | | |

2. **LEASE TERM; AUTOMATIC RENEWAL.** The initial term of this Lease will begin on the Commencement Date and will continue for the number of months shown above ("Initial Term") AND IS NON-CANCELABLE. As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (as defined below). Unless You notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term (the "Notice Period") that You intend to return the Equipment at the end of such Present Term, then: (a) this Lease will automatically renew for an additional one-year period (each, a "Renewal Term"), (b) each renewal Lease Payment will be 90% of the Lease Payment amount applicable to the preceding Present Term, and (c) the other terms of this Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of a Present Term, then promptly at the end of such Present Term, You shall send the Equipment to any location(s) We designate, at Your expense, and pay Us a handling/restocking fee of \$250.00. The Equipment must be received in Good Condition (as defined in Section 5) within 15 days after the end of the Present Term. If it is not received within such time, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received.

3. **NO WARRANTIES; DISCLAIMERS; INDEMNIFICATION.** YOU ARE LEASING THE EQUIPMENT "AS IS". WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that: (a) the Supplier is NOT Our agent and no statement by the Supplier is binding on Us; (b) if You have a maintenance or other contract with the Supplier, such contract is NOT part of this Lease (even though We may, on behalf of the Supplier, bill You for monies owed by You to Supplier), and no breach by the Supplier will excuse Your obligations to Us; and (c) if the Equipment is unsatisfactory for any reason, You shall continue to make all payments to Us. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims (including claims for personal injuries), actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys fees) made against Us, or suffered or incurred by Us, arising out of, or relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease.

4. **LEASE PAYMENTS.** Lease Payments, plus taxes and other charges, are payable periodically as stated herein. Restrictive endorsements on checks are not binding on Us. All payments will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (as defined in Section 8) that You pay is non-interest bearing. If We do not receive a payment by its due date, You shall pay a late fee equal to the greater of 10% of the late amount or \$29.00, plus interest of 1.5% per month ("Time-Value Interest") on the late portion from the due date to the date paid. If any check is dishonored, You shall pay a fee of \$20.00. *If the Lease Payments include amounts owed to the Supplier pursuant to a separate maintenance contract, You acknowledge that We may increase the portion of Your Lease Payment attributable to such maintenance charges by up to 10% annually.*

5. **FINANCE LEASE.** This is a "finance lease" as defined in the Uniform Commercial Code ("UCC"). You waive any rights under UCC 2A-303 and 2A-508 through 522. If it is determined that this is other than a lease as defined in the UCC, You hereby grant Us a security interest in the Equipment and all proceeds and authorize Us to record UCC financing statements. This may be entitled to the promises and warranties (if any) provided to Us by the Supplier, and You may contact the Supplier for a statement thereof. We hereby transfer to You all automatically transferable warranties, if any, made to Us by the Supplier. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location without Our prior consent. You shall give Us access to the Equipment Location to inspect the Equipment, and You agree to pay Our related costs. We will have title to the Equipment (excluding any software) during the Lease. You agree that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. At Your cost, You shall keep the Equipment in good and warrantable condition, ordinary wear and tear excepted ("Good Condition").

6. **LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment, (ii) keep the Equipment insured against all risks of damage and loss in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry liability insurance covering bodily injury and property damage in an amount acceptable to Us, with Us named as "additional insured." You shall provide Us with evidence of such insurance containing other terms acceptable to Us ("Insurance Proof") within 30 days of the Commencement Date. *If you fail to do so, or if such insurance terminates for any reason, then (a) We have the right, but not the obligation, to obtain such insurance in such forms and amounts from an insurer of Our choosing ("Other Insurance"), and (b) You agree to pay a periodic charge for such Other Insurance.* This periodic charge will include reimbursement for premiums advanced by Us, billing and tracking fees, charges for Our processing and related fees, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than the cost to You if You obtained insurance on Your own.

7. **ASSIGNMENT.** You shall not sell, transfer, assign or encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will have all of Our rights but not have to perform Our obligations (if any). You agree not to assert against the New Owner any claim or defense You may have against Us.

8. **TAXES; OTHER FEES.** You are responsible for all sales, property and other taxes and other governmental charges relating to this Lease or the Equipment (collectively, "Governmental Charges"). We may bill You for estimated future Governmental Charges, and You agree to promptly pay the same. You authorize Us to pay Governmental Charges as they become due, and You agree to reimburse Us upon demand therefor (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to prepare and file property tax returns in Your name, and You agree to pay Us a fee for the same. You agree to pay Us upon demand (i) for Our costs of filing, amending and releasing JCC financing statements, (ii) a processing fee of \$75.00 (or as otherwise agreed) to cover Our administrative costs in originating this Lease, and (iii) a fee for each additional service We may provide to You at Your request during this Lease. *You agree that the fees set forth herein may include a profit.*

9. **DEFAULT.** If You breach this or any other agreement between You and Us, We may: (A) cancel this Lease, (B) enter Your premises and take possession of the Equipment (including any software), (C) require You to pay to Us on demand (i) all amounts then due hereunder, (ii) all remaining Lease Payments for the Present Term plus Our residual interest in the Equipment, both discounted at a rate of 6% per annum, (iii) Time-Value Interest on the amounts specified above from the date of demand to the date paid, and (iv) all other amounts to become due hereunder, and/or (D) exercise any other remedy available under law. You agree to pay all of Our reasonable enforcement costs (including, without limitation, reasonable attorneys' fees, and repossession and remarketing expenses). If We are able to remarket the Equipment, We will give You a credit in an amount equal to the present value of the proceeds to be received therefrom minus the above-mentioned costs (however, this shall not be construed as granting You any ownership interest in the Equipment). *This Lease shall be governed by the laws of the State of Iowa, but without regard to Iowa's choice-of-law laws. All legal actions relating to this Lease shall be filed exclusively in a state or federal court located in Polk County, Iowa. You hereby consent to personal jurisdiction in such courts. You hereby waive Your right to a trial by jury in any legal action between You and Us.*

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| Lessee: | Accepted by Wells Fargo Financial Leasing, Inc., Des Moines, Iowa: |
| By: X _____ Date: ____ / ____ / ____ | By: _____ |
| Print name: _____ Title: _____ | Commencement Date: ____ / ____ / ____ (to be filled in by Wells Fargo) |