**AGREEMENT**

**CUSTOMER (“you” or “your”)**

FULL LEGAL NAME:

AGREEMENT NO.:

ADDRESS:

**VENDOR (“Vendor”)**

**EQUIPMENT AND PAYMENT TERMS**

 QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES SERIAL NO.

EQUIPMENT LOCATION: SEE ATTACHED EQUIPMENT SCHEDULE

TERM IN MONTHS: TOTAL MONTHLY PAYMENT AMOUNT: $ (PLUS TAX) SECURITY DEPOSIT: $

**CONTRACT**

**YOUR OBLIGATIONS UNDER THIS AGREEMENT ARE UNCONDITIONAL. THIS AGREEMENT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THE TOTAL MONTHLY PAYMENT AMOUNT STATED ABOVE INCLUDES AN AMOUNT PAYABLE TO VENDOR FOR SERVICES AS SPECIFIED ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF \_\_\_\_\_\_\_\_\_\_\_ ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN \_\_\_\_\_\_\_\_ COUNTY, \_\_\_\_\_\_\_\_. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.**

**CUSTOMER’S AUTHORIZED SIGNATURE**

**BY SIGNING THIS PAGE, YOU REPRESENT TO VENDOR THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN CUSTOMER SIGNS FOR THE EQUIPMENT.**

**(As Stated Above) X**

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

**VENDOR (“we, us”)**

OWNER SIGNATURE PRINT NAME & TITLE DATE

**UNCONDITIONAL GUARANTY**

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Vendor to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Vendor related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNATURE: | **X** | INDIVIDUAL: | DATE: |
| SIGNATURE: | **X** | INDIVIDUAL: | DATE: |

**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You agree to pay us the amounts payable under the terms of this agreement (“Agreement”) each period by the due date. This Agreement will begin on the date this Agreement or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six ($26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

**NET AGREEMENT. YOUR OBLIGATIONS UNDER THIS AGREEMENT ARE UNCONDITIONAL FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PROVIDING THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Us. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**VENDOR SERVICES.** The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the “Equipment Payment”) and an amount under a separate arrangement for network and/or software support services, equipment maintenance, and/or supplies (the “Service Payment”). The Service Payment is \_\_\_\_\_\_ % of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to “Equipment” include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT “AS-IS”. YOU CHOSE THE EQUIPMENT BASED ON YOUR JUDGMENT. A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING HAVE BEEN PROVIDED. WE ASSIGN TO YOU ANY END USER WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked value.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the “End Date”), this Agreement will renew month to month unless a) you provide us written notice of your intent to return the Equipment at least 60 days prior to the End Date, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

**UCC.** You agree that this Agreement is (and/or shall be treated as) a “Finance Lease” as that term is defined in Article 2A of the Uniform Commercial Code (“UCC”). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.