EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (this "Lease") is entered into and made effective as of November 12, 2026 (the "Effective Date"), by and between **[LANDLORD NAME]**, with a mailing address of [LANDLORD ADDRESS] ("Lessor"), and **[TENANT 1]** ("Lessee"). Lessor and Lessee are each a "Party" and together the "Parties."

1. Lease of Equipment

1.1 Equipment. Lessor leases to Lessee, and Lessee leases from Lessor, the following equipment, together with all attachments, accessories, manuals, replacement parts, and additions (the "Equipment"):

> *[DESCRIPTION OF EQUIPMENT LEASED]*

1.2 Value. The Parties agree that the replacement value of the Equipment is **[REPLACEMENT VALUE OF EQUIPMENT]** (the "Stipulated Value"). The Stipulated Value is used to determine insurance requirements and the amount payable if the Equipment is lost, stolen, or destroyed.

1.3 Location. Lessee shall keep the Equipment at **[PROPERTY ADDRESS]** (the "Equipment Location") and shall not move it to another location without Lessor's prior written consent, except for temporary use at job sites in the ordinary course of Lessee's business if Lessee notifies Lessor of the location on request.

2. Term

The term of this Lease begins on **January 1, 2027** and ends on **December 31, 2027** (the "Term"), unless terminated earlier under this Lease. If Lessee keeps the Equipment after the Term with Lessor's consent, this Lease continues month to month on the same terms, terminable by either Party on thirty (30) days' written notice.

3. Rent and Payments

3.1 Rent. Lessee shall pay Lessor rent of **$1,500.00** per month, in advance on the 1st day of each month (the "Rent"), without demand. Rent for any partial month is prorated.

3.2 Net Lease; No Setoff. This is a net lease. Lessee's obligation to pay Rent and other amounts under this Lease is absolute and unconditional and is not subject to abatement, reduction, setoff, or defense for any reason, including damage to or loss of the Equipment, except as expressly provided in this Lease or required by law.

3.3 Late Charges. Overdue amounts bear interest at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law.

3.4 Payment Method. Payments may be made by: ACH.

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3.5 Taxes and Fees. Lessee shall pay, or reimburse Lessor for, all sales, use, rental, and personal property taxes, and all license, registration, and title fees, assessed on the Equipment or its lease or use during the Term, other than taxes on Lessor's net income.

4. Security Deposit

Lessee shall pay Lessor a security deposit of **$750.00** on signing this Lease. Lessor may apply the deposit to any amount Lessee owes, including unpaid Rent and the cost of repairing damage beyond ordinary wear and tear. Lessor shall return the unapplied balance, with an itemized statement, within thirty (30) days after the Equipment is returned in the condition required by Section 11.

5. Delivery, Inspection, and Acceptance

5.1 Delivery. Lessor shall make the Equipment available to Lessee after Lessee delivers the certificates of insurance required by Section 8. Unless the Parties agree otherwise in writing, Lessee is responsible for the cost of transporting the Equipment from Lessor's location to the Equipment Location and back.

5.2 Inspection and Acceptance. Lessee shall inspect the Equipment on delivery and notify Lessor in writing within two (2) business days of any defect or damage. If Lessee does not give that notice, or uses the Equipment for its intended purpose, Lessee is deemed to have accepted the Equipment in good working order.

6. Use and Operation

6.1 Proper Use. Lessee shall use the Equipment only in the ordinary conduct of its business (or for the purpose disclosed to Lessor), in a careful and proper manner, within its rated capacity, in accordance with the manufacturer's instructions and all applicable laws, regulations, and insurance requirements, and only by competent, trained, and (where required) licensed operators.

6.2 Prohibited Use. Lessee shall not use or permit the Equipment to be used for any unlawful purpose, in a way that voids any warranty or insurance, or by any person other than Lessee's employees and authorized agents. Lessee shall not sublease, lend, or part with possession of the Equipment.

6.3 Inspection by Lessor. Lessor may inspect the Equipment and Lessee's maintenance records at reasonable times on reasonable notice.

7. Maintenance, Repairs, and Alterations

7.1 Maintenance. At its own expense, Lessee shall keep the Equipment clean and in good repair and operating condition, ordinary wear and tear excepted, performing all routine maintenance, lubrication, and servicing the manufacturer recommends, and shall keep records of all maintenance and repairs. Lessor is responsible for repairing failures of major components that are not caused by Lessee's misuse, negligence, or failure to maintain, and Rent abates for any period of more than three (3) consecutive business days

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during which such a failure makes the Equipment unusable, unless Lessor provides substitute equipment of comparable capability.

7.2 Repairs. Lessee shall promptly notify Lessor of any malfunction or damage and shall not make or authorize repairs costing more than $500 (other than routine maintenance) without Lessor's consent. Repairs shall be made with genuine or equivalent parts by qualified technicians.

7.3 Alterations and Markings. Lessee shall not alter the Equipment or affix any accessory that cannot be removed without damage, without Lessor's written consent. All parts, accessories, and additions become Lessor's property. Lessee shall not remove or obscure any serial number or Lessor's ownership markings.

8. Risk of Loss and Insurance

8.1 Risk of Loss. From delivery until the Equipment is returned to Lessor, Lessee bears the entire risk of loss, theft, damage, or destruction of the Equipment from any cause, and no such event relieves Lessee of its obligations under this Lease. Lessee shall notify Lessor promptly of any such event. If the Equipment is damaged, Lessee shall, at Lessor's option, repair it to good condition at Lessee's expense or, if it is lost, stolen, or damaged beyond repair, pay Lessor the Stipulated Value plus all Rent then due, after which this Lease ends and Lessee is entitled to any salvage.

8.2 Insurance. Throughout the Term, Lessee shall maintain at its expense: (a) property insurance covering the Equipment against all risks of physical loss or damage, for not less than the Stipulated Value, naming Lessor as loss payee; and (b) commercial general liability insurance with limits of not less than $1,000,000 per occurrence, naming Lessor as an additional insured. Lessee shall deliver certificates of insurance before taking possession, and each policy shall provide for at least ten (10) days' notice to Lessor before cancellation where the insurer will so agree. If Lessee fails to maintain this insurance, Lessor may (but need not) obtain it and charge the cost to Lessee as additional Rent.

9. Title; True Lease

9.1 Ownership. The Equipment is and remains the personal property of Lessor, even if it is attached to real property. Lessee acquires no ownership, equity, or other interest in the Equipment other than the right to use it under this Lease, and has no option to purchase it unless the Parties agree in a separate writing.

9.2 Liens. Lessee shall keep the Equipment free of all liens, claims, and encumbrances arising through Lessee, and shall notify Lessor immediately of any attempt to seize or attach it.

9.3 True Lease. The Parties intend this Lease to be a true lease and not a sale or security agreement. As a precaution, Lessee authorizes Lessor to file financing statements describing the Equipment and to take any other action reasonably necessary to give notice of Lessor's ownership. If this Lease is ever determined to be a security agreement, Lessee grants Lessor a security interest in the Equipment and its proceeds to secure Lessee's obligations.

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10. Warranties

10.1 Lessor's Warranty. Lessor warrants that it has the right to lease the Equipment to Lessee and that, so long as Lessee is not in default, Lessee's use of the Equipment will not be disturbed by Lessor or anyone claiming through Lessor.

10.2 Disclaimer. EXCEPT AS STATED IN SECTIONS 7.1 AND 10.1, LESSOR LEASES THE EQUIPMENT "AS IS" AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY LAW. To the extent assignable, Lessor assigns to Lessee for the Term the benefit of any manufacturer's warranty.

10.3 Limitation of Liability. Lessor is not liable for any loss of profits, business interruption, or other indirect or consequential damages arising from the Equipment, its failure, or any delay in delivery or repair. Lessor's total liability under this Lease shall not exceed the Rent paid by Lessee during the six (6) months before the claim arose.

11. Return of Equipment

At the end of the Term (or on earlier termination), Lessee shall, at its expense, clean the Equipment and return it to Lessor at [LANDLORD ADDRESS] (or another location Lessor reasonably designates within the same metropolitan area), complete with all parts, accessories, and manuals, in the same condition as when delivered, ordinary wear and tear excepted. Lessor shall inspect the Equipment within five (5) business days after its return and give Lessee an itemized statement of any repairs, missing items, or cleaning required, which Lessee shall pay within fifteen (15) days. If Lessee fails to return the Equipment when required, Rent continues to accrue at one hundred fifty percent (150%) of the monthly Rent, prorated daily, until it is returned, without extending the Term.

12. Indemnification

To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor and its agents and employees from all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) for injury to or death of any person, or damage to any property, arising out of the delivery, possession, use, operation, or return of the Equipment during the Term, except to the extent caused by Lessor's gross negligence or willful misconduct. This Section survives the end of this Lease.

13. Default and Remedies

13.1 Events of Default. Lessee is in default if: (a) Lessee fails to pay any Rent or other amount within ten (10) days after its due date; (b) Lessee fails to perform any other obligation within fifteen (15) days after written notice; (c) Lessee attempts to sell, transfer, encumber, sublease, or part with possession of the Equipment, or fails to maintain required insurance; (d) Lessee becomes insolvent, makes an assignment

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for the benefit of creditors, or becomes the subject of a bankruptcy or similar proceeding; or (e) any representation Lessee made to Lessor proves materially false.

13.2 Remedies. After a default, Lessor may, to the extent permitted by applicable law: (a) terminate this Lease by notice; (b) require Lessee to return the Equipment as provided in Section 11, or enter the premises where the Equipment is located and take possession of it, provided this can be done without a breach of the peace; (c) recover all Rent and other amounts then due, plus, as damages for loss of bargain and not as a penalty, the Rent for the remainder of the Term discounted to present value at five percent (5%) per year, less the net proceeds Lessor receives from re-leasing or selling the Equipment (or, if not re-leased or sold, its fair market rental value for the remainder of the Term discounted the same way); and (d) recover the reasonable costs of repossession, repair, storage, and collection, including attorneys' fees. Lessor's remedies are cumulative.

14. Assignment

Lessee shall not assign this Lease or any interest in it without Lessor's prior written consent. Lessor may assign or grant a security interest in this Lease, the Rent, and the Equipment without Lessee's consent; Lessee shall pay the assignee if directed in writing, and the assignee is not subject to any claim or defense Lessee has against Lessor.

15. General Provisions

Governing Law. This Lease is governed by the law of the state in which the Equipment Location is situated, without regard to its conflict-of-laws rules. **Consumer Leases.** If Lessee is an individual leasing the Equipment primarily for personal, family, or household purposes, any consumer-protection law that applies to this Lease controls over any inconsistent provision. **Disputes.** Any action arising under this Lease shall be brought in a court of competent jurisdiction in the county where the Equipment Location is situated. The prevailing Party in any action to enforce this Lease may recover reasonable attorneys' fees and costs. **Notices.** Notices must be in writing and delivered by hand, by mail to the addresses above, or by email to [TENANT EMAIL] for Lessee. **Entire Agreement; Amendments.** This Lease is the entire agreement between the Parties about the Equipment and may be amended only by a writing signed by both Parties. **No Waiver; Severability.** Failure to enforce a provision is not a waiver, and an unenforceable provision does not affect the rest of this Lease. **Joint and Several Liability.** If more than one person signs as Lessee, their obligations are joint and several. **Counterparts; Electronic Signatures.** This Lease may be signed in counterparts and electronically.

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Signatures

Lessor

PRINTED NAME

SIGNATURE

DATE

Lessee

PRINTED NAME

SIGNATURE

DATE

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