



NON CANCELABLE EQUIPMENT LEASE AGREEMENT

This is a Lease Agreement between 1st American Leasing, ("Lessor") whose address is shown to the right and the Lessee shown below.

1st American Leasing
758 Burton SE
Grand Rapids, MI 49507
(888) 884-6111

LESSEE (NAME & ADDRESS)

NAME (if corporation, list full corporation name) Account# _____ CORPORATION PARTNERSHIP PROPRIETORSHIP L.L.C.
DBA _____
Address _____ City _____ State _____ Zip _____ LESSEE PHONE# _____

EQUIPMENT as used in this lease, "Equipment" is defined as:

Quantity	Manufacturer	Model	Serial Number

LOCATION OF EQUIPMENT

ADDRESS (NO. & STREET, CITY, STATE, ZIP) IF DIFFERENT FROM ABOVE.

SCHEDULE OF PAYMENTS	PAYABLE AT SIGNING OF THE LEASE	
BASIC MONTHLY LEASE PAYMENT \$ _____ FOR _____ MONTH	INITIAL MONTHLY PAYMENT(S)*	\$ _____
NO CANCELLATION ALLOWED DURING THE LEASE TERM PLUS APPLICABLE TAXES.	OTHER _____	\$ _____
FIRST AND LAST PAYMENT REQUIRED UPON COMMENCEMENT DATE	TOTAL	\$ _____
	*WHICH INCLUDES APPLICABLE TAXES WITH FIRST MONTHLY PAYMENT(S)	

In this Lease Agreement, the words, "I", "me", "mine", mean the Lessee or parties leasing the Equipment. The words "you", "yours" mean the Lessor. "Equipment" is the item I am leasing and encompasses any combination of tangible assets, rights to access or use services, software, documentation, and manuals, etc. **As part of this lease, I agree:**

- a) to pay you the total amount shown above upon signing this Lease Agreement and I agree to pay all additional Lease payments when due starting with the **Commencement Date**, as defined in this lease;
- b) to authorize you to automatically debit the bank checking account for all charges I incur under this Lease Agreement. It is understood you will debit such charges when they are due so as to avoid the incurrance of late charges. I also understand and agree that automatic debiting of lease charges is required under this Program and should you find it necessary to switch to statement billing due to a failure of automatic debiting, you are authorized to add a \$10.00 per month service charge to my monthly payment amount as reimbursement for your added services and processing expenses;
- c) that, in the event I choose to make any required payment by using a credit card, you are authorized to add a \$5.00 per payment service charge to my payment as reimbursement for you added service and processing expenses;
- d) you and your authorized affiliates are authorized to check my credit and employment history and to provide credit history information to others about your credit with me and that this authorization shall be continuing and non-revocable by me until all rents and charges allowed by the lease are paid in full;
- e) to abide by all the terms of this lease agreement;
- f) to pay the sum of \$6.95 per month, as **Supplemental Assurance**, for the repair or replacement of the leased equipment for any failure or defect of the equipment not covered by the vendor's or manufacturer's warranty, provided said failure or defect of the equipment is not caused by water or liquid damage, power surges or willful or wanton destruction of the equipment. This protection and charge commences on the Commencement Date and shall continue as long as the lease is not in default or I am not in breach of the terms of the lease. I understand that the repair or replacement shall be with comparable equipment at your discretion and that 1st American Leasing shall have no other responsibility or liability. 1st American Leasing reserves the right, at its discretion, to not offer this item;
- g) that I have been informed in writing by you of the Equipment Vendor's identity, and that I may have rights under the purchase agreement between the Vendor and Lessor and I may contact the Vendor for a description of any such rights.

The parties agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan and, for the purpose of resolving any issue pertaining to the conflict of laws, this Agreement shall be deemed fully and solely executed, performed and/or observed in the State of Michigan. The parties hereto EXPRESSLY CONSENT to personal jurisdiction in the State of Michigan in any action or proceeding brought in any court therein, state or federal, arising from or alleging facts arising from the transaction completed herein. The parties expressly waive any objection to venue in the courts of the State of Michigan and waive, in so far as permitted by law, any right to a trial by jury so that the trial will be by and only to the Court. The parties acknowledged that 1st American Leasing deems this provision essential to its consideration of entering into this lease and would not enter the lease without this provision. CONSENT TO SERVICE OF PROCESS. The Parties agree that any process served for any Court Action or proceeding shall be valid if mailed by certified mail, return change of address.

I have read and agree to the terms which appear on each page of this Lease. I represent that this Equipment is being leased for business and/or professional purposes and I agree that under no circumstances shall this Lease be construed as a consumer contract. I acknowledge a receipt of a copy of this Lease Agreement, with all lease terms filled in, and acknowledge and agree that I shall be deemed to have unconditionally accepted the Equipment you have leased to me under this Lease Agreement on the terms specified. I understand that my promises under this Non Cancelable Equipment Lease Agreement become irrevocable upon the **Commencement Date**, as defined in this agreement, and that the lease commences on that date. I acknowledge that I have read all the terms of this Lease Agreement. I further acknowledge that I understand that the vendor and 1st American Leasing are separate and distinct entities or companies.

LESSEE X _____ DATE: _____
SIGNATURE TITLE PRINT NAME TITLE
1st American Leasing _____ DATE: _____
BY Authorized Signature

AGENCY DISCLAIMER- NEITHER VENDOR (SUPPLIER) NOR ANY AGENT OR REPRESENTATIVE OF VENDOR IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE, MODIFY, OR ALTER ANY TERMS OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE'S OR LESSOR'S RIGHTS AND OBLIGATIONS UNDER THIS LEASE. **PERSONAL GUARANTY:** To induce you to enter into this Lease, the undersigned unconditionally guarantees to you the prompt payment when due of all of Lessee's obligations to you under the Lease. You shall not be required to proceed against Lessee or the Equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees and/or consents: **a)** to pay all attorney fees and other expenses incurred by you by reason of the Lessee's default; **b)** to waive notice of the acceptance hereof and of all other notices or demands of any kind of which the undersigned may otherwise be entitled; **c)** to any extensions of time or modifications in the amount of payment granted to Lessee; **d)** to the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder; **e)** to the credit check provisions of this lease; and **f)** to the jurisdiction and venue provisions of this lease.

THIS IS A CONTINUING GUARANTY.

Authorized Signature (Personal Guarantor #1 No Title Allowed) _____ Date _____
PRINT NAME

Authorized Signature (Personal Guarantor #2 No Title Allowed) _____ Date _____
PRINT NAME

Witness Signature _____ Date _____
PRINT NAME

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT: I hereby acknowledge receipt of all the Equipment described in the Lease and accept the Equipment after full inspection thereof as satisfactory for all purposes of the Lease. **I acknowledge that my non-cancelable rental obligation under the Lease commences on the Commencement Date.**

LESSEE X: _____ By X: _____ X _____
SIGNATURE PRINT NAME TITLE DATE OF DELIVERY ('COMMENCEMENT DATE')

Additional Lease Terms and Conditions:

1. Commencement of Lease - Lease Term: The "Commencement Date" for this lease shall mean the date the Lessee receives the equipment, or the verification call, if applicable, whichever occurs last. The signed certificate of acknowledgement shall be deemed evidence of receipt of the equipment for all purposes of this lease. The Lease Term will commence on the Commencement Date and shall expire at the end of the number of months indicated above. **End of Lease Term:** At the end of the Lease Term I have the following options: **1)** I can promptly return the Equipment in good condition, except for ordinary wear and tear, to you or to the person and place you indicate, or **2)** I can purchase the Equipment for the fair market value at that time as quoted by you plus any applicable taxes, or **3)** I can extend upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document. I will notify you in writing as to which option I choose at least 60 days but not more than 120 days before the expiration of the Lease. At the end of this additional year I again have available to me the above option 1, 2 and 3. Unless I notify you in writing of which option I chose 60 days prior to the expiration of the Lease Term, I shall be deemed to have chosen option **3** (one year renewal).

2. Late Payments and Collection Costs: If I do not make a payment within 10 days of its due date, I must pay you in addition to the payment of a late fee of 15% of the amount past due (but at least \$20.00) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. I will also pay your actual collection costs. Such collection costs include, but are not limited to charges for collection letters and phone calls.

3. NO WARRANTIES BY LESSOR. I represent that to you I have selected the Equipment leased hereunder and I acknowledge that you have not made and make no representations or warranties of any kind or nature, directly or indirectly, express or implied, as to any matter whatsoever, including the suitability of the Equipment, its durability, its condition, and/or its quality; and, as between us.

4. I LEASE THE EQUIPMENT "AS-IS". You also disclaim any warranty of merchantability or fitness for use or purpose whether arising by operation of law or otherwise. You and your assignee will not be liable to me or others for any loss damage or expense of any kind or nature caused directly or indirectly by the Equipment however arising, or the use or maintenance thereof or the failure of operation thereof, or the repairs, service or adjustment thereto. No representation or warranty as to the Equipment or any other matter by the Vendor or others shall be binding on you, nor shall the breach of such relieve me of, or in any way, affect any of my obligations to you herein. If the Equipment is not satisfactory for any reason, I will make any claim on account thereof solely against the Vendor and I will nevertheless pay you all rent payable under this Lease. You agree to assign to me, solely for the purpose of making and prosecuting any such claim, any rights you may have against the Vendor for breach of warranty or representation respecting the Equipment. Regardless of cause, I will not assert any claim whatsoever against you for loss of anticipatory profits or any other indirect, special or consequential damages, You make no warranty as to the treatment of this Lease for accounting or tax purposes. **Notwithstanding any fees which may be paid by you to Vendor or any agent of Vendor, I understand and agree that neither Vendor nor any agent of Vendor is your agent or is authorized to waive or alter any terms or condition of this Lease.**

5. NON CANCELABLE LEASE. I CANNOT CANCEL THIS DURING THE TERM HEREOF. I acknowledge that you will not be bound by any verbal agreements or amendments modifying the terms of this lease.

6. ASSIGNMENT: YOU MAY ASSIGN OR TRANSFER THIS LEASE OR YOUR INTEREST IN THE EQUIPMENT, ANY RENTALS OR ANY SUM DUE OR TO BECOME DUE UNDER THIS LEASE WITHOUT NOTICE TO ME. Your assignees or transferees shall have all of your rights powers privileges and remedies but none of your obligations under this Lease and I agree that I will not assert, against any of your assignees or transferees, any defense, counterclaim or offset that I may have against you. I acknowledge that any assignment or transfer made by me shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on me. I agree that you may assign or transfer this Lease or your interest in the Equipment, rentals or other sum due or to become due even if said assignment or transfer could be deemed to materially affect my interests. You may assign this Lease and/or mortgage the Equipment in whole or in part without notice to me, and your assignee or mortgagee may reassign this Lease and/or such mortgage, without notice to me.

7. EVENT OF DEFAULT. I WILL BE IN DEFAULT OF THIS LEASE if: **a)** I fail to pay any amount due you within ten (10) days of the due date; **b)** the Equipment becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies due to my neglect or misconduct; **c)** I or any guarantor of this lease becomes insolvent; **d)** a receiver, trustee, conservator or liquidator is appointed as to all or a substantial portion of my assets, with or without my application or that of a guarantor; **e)** there is filed by or against me or any guarantor of this lease a petition in U.S Bankruptcy Court, **f)** I or any guarantor has made an assignment for the benefit of creditors; **g)** the Equipment is lost, stolen or destroyed; **h)** I fail to return the Equipment at the end of the lease term, if required hereunder; **i)** I fail to perform any other term, covenant or condition of this lease; **j)** or I fail to have sufficient funds in my account for any authorized debit, including personal property taxes owed, at the time said debit is attempted.

8. REMEDIES. Upon the occurrence of any event of default by me, and at any time thereafter, you have the right in your sole discretion to exercise one or all of the following remedies to the extent permitted by law: **a)** terminate this lease without giving me notice; **b)** require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original or extended term of the lease; **c)** enter the premises where the Equipment is located and take possession of the Equipment, or request that I return the Equipment to you; **d)** re-lease or sell any or all of the Equipment at public or private sale on such terms and notice as you deem reasonable, in which case you will also be entitled to damages; **e)** charge me any amount necessary to put the Equipment in good condition, ordinary wear and tear excepted; **f)** continue to charge me additional monthly lease payments beyond the end of the lease term until I have cured the default; **g)** automatically debit or otherwise charge, without notice to me, any or all of my bank accounts (including but not limited to merchant accounts established pursuant to a credit card processing program), credit cards or other lines of credit which I may maintain with or access by or through you, any state or federally chartered bank or financial institution where I have an account, or any merchant card processing service provider maintains an account on my behalf, for any sum due you under this lease which is not paid when due for any court judgment obtained by you for any amounts

due under the terms of this lease and I HEREBY EXPRESSLY AUTHORIZE ANY SUCH FINANCIAL INSTITUTION to provide you on your request, with any information so requested concerning such accounts or lines of credit, and honor your draft or other debit order on any such account or line of credit; **h**) obtain and share information on my or guarantor's assets, employment, or available credit lines for purposes of collecting monies I owe you; **i**) exercise any other right or remedy which may be available to you under the Uniform Commercial Code or any other applicable law; **j**) pursue all late payments and collection costs, including attorney fees or collection agency fees, as described in this Lease Agreement in the same manner as all other delinquent payments; and **k**) pay to you a fee for breach of contract of \$100.00. I will pay all costs and expenses allowed by law incurred by you associated with the repossession, removal or de-installation of the Equipment for whatever reason, including but not limited to recovery, storage, repair, sale, re-lease or other disposition of the Equipment. I will pay attorneys fees of not less than 25% of the total lease payments, or actual fees, whichever is greater, and all costs incurred in connection with enforcing your rights due to my default, or defending your lease. I agree that I will also pay a fifty dollar (\$50.00) disposition fee if you repossess the Equipment. Each remedy set forth will be considered to be cumulative and in addition to any other remedy set forth herein or otherwise available to you at law or in equity. No express or implied waiver by you of any default shall constitute a waiver of any other or subsequent default by me or a waiver of any of your rights.

9. Maintenance of Equipment. I agree to maintain the Equipment in good operating and physical condition at my expense, ordinary wear and tear excepted.

10. Repayment Terms. I promise to pay you each Payment due under this Lease Agreement by the date it is due. I Fully Recognize Your Right To Enforce The Lease Free From Any Defenses, Offsets Or Counterclaims.

11. Buy-Out Option During the Lease Term. I shall have the option to buy out the Lease during the term of the Lease at the price to be quoted by you at that point in time.

12. Warranties. I understand that the Manufacturer may have provided a warranty on the Equipment. I will refer to the owners manual or separate Manufacturers certificate for the actual terms of the warranty. **I understand that you have not given me either express or implied warranties for the equipment I am leasing or other services, access and/or use with the equipment. You have specifically disclaimed any implied warranties at merchantability and/or fitness for any particular use. You will have no liability for indirect, consequential or special damages. I have chosen this specific equipment based on my own judgment and expressly disclaim any reliance upon any statements or representations made by you.** I hereby appoint you as agent to correct any inaccurately described identification numbers of the Equipment.

13. Equipment Servicing. I understand that no servicing of any kind is provided by 1st American Leasing. I am to look to the Dealer/Supplier for any claims, servicing, or warranties, if any. I specifically and unconditionally waive any claim, present or future, against 1st American Leasing, for any failure of equipment, service or disoperation of any kind, whatever, and such failure of service or disoperation is no basis for nonfulfillment of my obligations under this lease.

14. Add-On Leases. Upon my request and subject to your approval, additional leases can be added to this Lease Agreement unless I am in default. Such Add-Ons will be bound by the terms of this Agreement and will identify this Agreement by its Account and/or Lease Number.

15. Loss or Destruction of the Equipment. I shall bear the entire risk and be responsible for, loss, theft, damage or destruction of the Equipment from any cause, whatsoever, after my receipt of the Equipment. I will notify you immediately, if the Equipment is lost, destroyed, stolen or taken by any other person. If the Equipment has only been partially damaged, you may require that I have it repaired. If you determine it is not repairable, then it will be considered destroyed.

16. Insurance. I will keep the equipment fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as loss payee.

17. Appointed Agent. I hereby irrevocably appoint you as my attorney-in-fact to (a) make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any insurance policy; and (b) sign any UCC-Financing Statements to perfect any and all security interests granted hereunder, and to reflect in the public records that the Equipment is leased to me and owned by you.

18. Notice. I will send all notices to you in writing by certified mail to your address on the front page of this Lease. You will send all notices to me at the address listed on this Lease unless I tell you of a change of address.

19. Changes on Terms of the Lease. This lease explains all the terms and conditions for the use of the Equipment I am leasing. The terms and conditions may not be changed orally. You and I must both give written approval before any

changes are made.

20. Assignment. Without your prior written consent, I will not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sub-lease, or lend the Equipment or permit it to be used by anyone other than me or my employees. Subject to the foregoing, this lease inures to the benefit and is binding upon the heirs, legatees, personal representative survivors and assigned of the parties hereto.

21. Alterations. I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you.

22. Ownership. The Equipment is, and shall at all times remain, your property and I shall have no right, title, or interest in it except as expressly set forth in this Lease. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge, any lien, charge or encumbrance on the Equipment, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of this lease, in the public records as necessary to protect your ownership and any security interest in the Equipment. You have provided me with a label stating that you are owner of the Equipment and I agree to affix it to and maintain it on the Equipment.

23. Use. I shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance, I will keep the Equipment at the location shown herein above, and shall not remove the Equipment without your written consent.

24. Indemnity. To the extent permitted by law I shall indemnify you against, and hold you harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorney's fees, arising in connection with the Equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return. All indemnities provided under this Agreement shall survive the expiration or termination of this lease.

25. Taxes. I shall pay upon invoice from you all license fees, assessments and sales, use, property, excise and other taxes now or hereafter imposed by any governmental body or agency with respect to the Equipment, or delivery, installation, lease, possession and use thereof, excluding, however, all taxes attributable to or measured by your net income, and shall assume the risk of liability arising from or pertaining to the possession or use of the Equipment. I intend the rental payments hereunder to be net to you. In the event you shall pay any such taxes, I HEREBY AUTHORIZE YOU TO AUTO DEDUCT, after notice to me in writing seven (7) days in advance, from any account maintained by me in the same manner as the lease payment is authorized to be deducted. Should you choose not to auto deduct, then I shall promptly reimburse you upon demand, I hereby agree to indemnify your from and against, and agree to defend you against, any and all claims, costs, actions, expenses, (including reasonable attorney fees), damages, obligation, lien and liabilities arising from or pertaining to the possession, manufacture, purchase, lease, operation or use of the Equipment, and the loss or disallowance, in whole or in part, of any benefits of depreciation and/or investment tax credit, or the right to claim the same, pursuant to the Internal Revenue Code, as may be amended, unless such loss or disallowance is due to your failure to have sufficient liability for tax against which to apply such benefits. Change of Name, Billing Address, Vehicle Equipment Is Installed In, Bank Account Change. I will inform you, within one week, of any change in my name, address, billing address, telephone number location of the equipment, or the bank checking account used for ACH debit. You will charge me \$100 if I fail to do so. You are authorized to correct any typographic or spelling errors made on the front of the Lease Agreement regarding my address, telephone numbers or the equipment leased.

26. Miscellaneous. If any provision in this lease is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision. Notwithstanding any provision contained herein the maximum amount charged and collected shall not exceed the maximum amount which may be lawfully contracted for, charged and received in the lease transaction as determined by final judgment of a court of competent jurisdiction, including appeals therefrom.

Vendor's Bill of Sale: For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby sells, assigns, transfers and sets over the Equipment to 1st American Leasing per the vendor agreement.

Dated: _____

Vendor: _____

I UNDERSTAND THAT:

- _____ (INITIAL) This Lease is NON CANCELABLE.
(This lease cannot be canceled by the lessee during the term hereof as stated in the lease contract.)
- _____ (INITIAL) The return of any equipment will not release lessee from full payment of the lease, as stated in the lease contract.
- _____ (INITIAL) This lease is a binding agreement between the lessee and 1st American Leasing. No written or verbal alteration of this lease contract by a sales representative will be accepted as stated in the lease contract.
- _____ (INITIAL) This lease is for \$_____ and the payments are for _____ months.
Plus applicable taxes.
- _____ (INITIAL) I have authorized 1st American Leasing to have the monthly payment deducted from my business checking account.
- _____ (INITIAL) I have received a copy of the above mentioned lease agreement and terms and conditions (copy of triplicate form)

The above must be read and acknowledged by lessee before signed and dated.

I have read and understand the above statements and have given my initials that the above is part of my lease with 1st American Leasing. Additionally, I certify that I am the person I represent myself to be as signed below. I also certify that I am authorized to sign these lease documents on the behalf of this company.

Company Name

Owner/ Authorized Signature

Printed Name of Signature

Date

• INSTRUCTIONS FOR VENDOR •