

SPEEDYLEASE LLC.

Lease Agreement

To Our Valued Customer: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed below and on any attached schedule (the "Lease"). Please feel free to ask us any questions you have. The words "you" and "your" mean the "Lessee" or "Customer". The words "we", "us" and "our" refer to the "Lessor", SPEEDYLEASE LLC. The word "Equipment" means the items listed in this Agreement and/or any related schedules hereto. The word "Vendor" means the company or person who marketed and supplied the Equipment to you.

EQUIPMENT NAME: COPY MACHINE <input type="checkbox"/> WATER SYSTEM <input type="checkbox"/> OTHER EQUIPMENT <input type="checkbox"/>	PERSONAL <input type="checkbox"/> BUSINESS <input type="checkbox"/>
EQUIPMENT DESCRIPTION:	EQUPT. I.D.
EQUIPMENT LOCATION:	

LEESEE INFORMATION:			
Name of Lessee:	Years in Business:		
Full Business Name:	Nature of Business:		
Billing Address:	City:	State: TX	Zip:
Contact Email Address:	Phone #:	Fax #:	

AGREEMENT: You promise to pay the monthly payments, plus any applicable sales, property and other taxes, according to the payment schedule below. You also must pay any security deposits at the time you sign this Agreement. Security deposits will be refunded upon expiration of this Agreement if you have fulfilled all the terms and conditions of this Agreement. The term of this Lease shall commence on the date this agreement is made and will expire at the end of the terms.

LEASE TERMS		
Terms: months	Rate Factor Used:	Late Fee: \$15 per month
Monthly Payment (without Sales Tax):	Advance Payment (\$ / months):	Down Payment (\$):
PURCHASE OPTION: Fair Market Value (FMV) <input type="checkbox"/> \$1.00 <input type="checkbox"/> Document Fee: \$75 or \$25 with direct debit agreement		
END OF TERM PURCHASE OPTIONS: You have the above options at the end of the original term, provided all terms and conditions of this Agreement have been fulfilled. The purchase amount is payable in a single installment immediately upon the expiration of this Agreement, plus any applicable state or local taxes. If you do not elect to purchase the equipment in a single installment or if the purchase amount is not paid by the expiration of this Agreement, this Agreement will be renewed according to the Automatic Renewal provision of this Agreement.		

ACCEPTANCE	
BY SIGNING THIS LEASE YOU AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS LEASE; (ii) THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. YOU AGREE TO ALL THE TERMS AND CONDITIONS SHOWN ON BOTH THE FRONT AND REVERSE SIDES OF THIS AGREEMENT.	
Signature:	Title:
Printed Name:	Date:

PERSONAL GUARANTY:		
I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I agree and consent to personal jurisdiction and venue at Harris County, Texas and corresponding federal and bankruptcy courts, agree that any legal action by the Guarantor(s) shall be in that county and agree to pay all your expenses in enforcing the Lease and/or this guaranty. To the extent permitted by applicable law, I waive trial by jury.		
Guarantor Signature:	Printed Name:	Date:
Guarantor Signature:	Printed Name:	Date:

DELIVERY AND INSTALLATION OF THE EQUIPMENT:		
You hereby unconditionally agree that (i) the Equipment included in this Agreement has been delivered to and installed at your place of business on or before the above Beginning Date of this Agreement, is operating in good working order, meets all of your purposes, and therefore is hereby irrevocably accepted by you, (ii) you have had a reasonable opportunity to inspect and test the operation of the Equipment, and (iii) no cancellation rights have been granted to you. You hereby direct us to pay the Vendor for the Equipment and waive any right to revoke acceptance of the Equipment.		
INSTRUCTION TO LESSEE: DO NOT SIGN THIS CERTIFICATE UNTIL ALL EQUIPMENT HAS BEEN DELIVERED, INSTALLED, INSPECTED AND TESTED		
Signature:	Printed Name:	Date:

LESSOR ACCEPTANCE (For our use only):		
Signature:	Printed Name:	Date:

(See reverse side/next page for more terms of this Agreement.)

TITLE OF THE EQUIPMENT

The title to the equipment covered in this contract shall remain with the Lessor until the equipment is paid for in full by the Lessee.

WARRANTIES

WE ARE LEASING THE EQUIPMENT TO YOU "AS IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

We are not the manufacturer of the Equipment and you will not make a claim against us for any consequential, direct, special or indirect damages for any reason. You have selected the Equipment based solely on your own judgment. We transfer to you any assignable manufacturer warranties.

MAINTENANCE AND SUPPLIES

We are not responsible for installation, maintenance, repair or service of the equipment. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. You agree that any claims related to maintenance or service will not affect your obligation to pay all Lease payments when due. At the end of the term of the lease, you will be liable for all damages to the equipment unless you purchase the equipment.

LOCATION OF THE EQUIPMENT

You cannot move the Equipment from your location shown above or make any alterations to the Equipment. This location will usually be the installation address shown in this agreement, but we can agree on another place;

LOSS OF THE EQUIPMENT

You are responsible for all loss or damage to the Equipment during the lease term. If either occurs, at our option, you must repair the equipment or pay the amount due to us.

INSURANCE

You will insure the equipment against loss until this Agreement is paid in full. The insurance should cover any loss or damage to the Equipment, and also any risk of harm to the general public by the Equipment. You may include the equipment in your current property and general liability insurance policy and list us as "loss payee" and name us "additional insured". You must provide us certificates or other evidence of property and liability insurance acceptable to us before this Agreement term begins and throughout the term of this Agreement. You agree it is not our responsibility to notify you when certificates or other evidence of insurance expire. If we do not give us the proof of the required insurance within 30 days of the Lease commences, we will either (i) obtain insurance to cover our interest and charge you a fee for such coverage plus fee and/or profit or (ii) charge you a monthly non-compliance fee of \$20 to \$50 (which provides no insurance benefit).depending on the cost of the equipment. Non-compliance fee will be informed to you via lease acceptance letter within 30 days of agreement. You can cancel the insurance coverage/non-compliance fee by delivering the required proof of insurance.

LIMITATION OF LIABILITY

We are not responsible for any loss or injuries caused by the installation, use or removal of the Equipment. You must reimburse us for, and defend us against, any claims for losses or injuries caused by the Equipment. In no event will we be liable for any punitive, indirect, direct, incidental or consequential damages in any action arising from, related to, or concerning the subject matter of this Agreement, whether based in contract, tort (including negligence), intended profits, income or goodwill, regardless of whether we have been advised of the possibility of such damages.

ASSIGNMENT

You have no wright to sell, transfer, or sublease the equipment without our prior written consent. We may sell, assign, or transfer this agreement. If we sell, assign or transfer this agreement, the new owner will have the same right and benefits that we have now and will not have to perform any of our obligations. YOU AGREE THAT THE RIGHTS OF THE NEW OWNER WILL NOT BE SUBJECT TO ANY CLAIMS, DEFENSES, OR SET-OFFS THAT YOU MAY HAVE AGAINST US.

NON CANCELLATION

You alone selected the vendor and the equipment. You asked us to buy it. We cannot get a refund, nor is the vendor allowed to waive or modify any terms of the lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails, does not perform, is damaged and it is not your fault. You are responsible for installation and all services. You understand and agree that (i) THIS AGREEMENT CANNOT BE CANCELLED BY YOU AT ANY TIME FOR ANY REASON, INCLUDING VENDOR'S NON PERFORMANCE. (ii) YOUR DUTY TO MAKE THE PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM. (iii) IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR OR OTHER PERSON OR IF THE VENDOR OR OTHER PERSON FAILS TO PROVIDE ANY SERVICE OR SUPPLIES OR IF THE EQUIPMENT IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE CLAIM SOLELY AGAINST THE VENDOR OR OTHER PERSON AND WILL MAKE NO CLAIM AGAINST US.

RETURN OF EQUIPMENT

At the end of this Agreement term, you will immediately return the Equipment to us to our office address or as we designate.

AUTOMATIC RENEWAL

Unless you have \$1.00 purchase option, this agreement will automatically renew on a monthly basis at the same monthly payment unless you send us written notice 30 days before the expiration of this Agreement that you want to return the equipment.

LATE CHARGES

If any part of a payment is more than 10 days late, you must pay a late charge of \$15 per month which you agree is reasonable estimate of the cost. If your check is returned to us for non-payment or your ACH payment is dishonored; you must pay us a return ACH/check fee of \$25 or the maximum amount allowed by law. These charges will be included in your invoice when due.

TAXES AND FEES

You agree and understand that the amount we are charging you to rent this equipment does not include taxes, government fees and similar types of costs. You must pay when due, all appropriate taxes (including sales, property, use and other taxes as applicable), related license or other such fees, fines, and penalties relating to this Agreement. If we pay any of the above for you, you must reimburse us on demand for each payment we make on your behalf. If you have \$1.00 purchase option, you will file all property tax returns. Otherwise we will file property tax return. You also must pay us a documentation fee upon execution of this Agreement of \$75 to reimburse our expenses for preparing documents and administration cost during the terms of the Lease. Documentation fee is reduced to \$25 when you agree to direct debit payment (ACH payment) from your bank account.

SECURITY DEPOSIT

We may keep any security deposit you gave us until end of the lease terms to cover any cost or losses we suffer because of your failure to keep any of your promises in this agreement.

DEFAULT

You are in default under this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; c) you file, or have filed against you, a petition in bankruptcy; or d) any guarantor of this Lease dies or files, or has filed against it, a petition in bankruptcy. If a default occurs, we may do one or more of the following: i) repossess the equipment; ii) assign, cancel or terminate this Lease; iii) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (1) the present value of all unpaid Lease payments and past due. We may directly debit your bank account or sue you for non-payment. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this Agreement to an attorney for collection, you agree to pay reasonable attorney's fees and actual costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession.

OTHER RIGHTS

You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. You waive notice of default, intent to accelerate, and acceleration. You waive all UCC rights and remedies you may have, including those in Sections 2A-508 through 2A-522.

LAW

THE AGREEMENT AND ALL RELATED DOCUMENTS TO WHICH WE ARE A PARTY AND ALL RELATED CLAIMS AND CAUSES OF ACTION SHALL BE GOVERNED BY AND CONSTRUED SOLELY UNDER THE LAWS OF THE STATE OF TEXAS. WE AND YOU CONSENT AND AGREE TO JURISDICTION AND VENUE IN ANY STATE OR LOCAL COURT LOCATED IN HARRIS COUNTY, TEXAS, AND ANY CORRESPONDING FEDERAL AND BANKRUPTCY COURT AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVIENS. ALL LEGAL ACTION BY YOU IN ANY WAY RELATED TO THE AGREEMENT AND/OR THE EQUIPMENT SHALL BE SOLELY IN ANY STATE OR LOCAL COURT LOCATED IN HARRIS COUNTY, TEXAS, AND ANY CORRESPONDING FEDERAL AND BANKRUPTCY COURT. The foregoing forum selection provision shall not prohibit us from pursuing legal recourse in any other court where jurisdiction may be proper, and such action by us shall not be a waiver of that provision or the foregoing choice of law provision. YOU WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION RELATING TO THIS AGREEMENT.

NO IMPLIED WAIVER:

Even if one Party allows the other to ignore break an obligation under the Lease, it does not mean that Party waives any future rights to require the other to fulfill those (or any other) obligation.

OTHER INDEMNIFICATION.

We have no control over your use of the Equipment and in any event, for the amount of rent we are charging, we cannot accept any financial, liability or other risk relating to the use and ownership of the equipment. Accordingly, you agree to hold us harmless, indemnify (pay or reimburse) and defend us against all claims, liabilities, losses, suits, damages, costs relating to this lease, or to the use or ownership of the equipment, including but not limited to claims for death or injury to persons and claims for property damage until termination of the lease.

Signature:

Print Name:

Date: