



23801 Calabasas Road • Suite 101  
Calabasas, CA 91302  
(818) 222-1006  
www.teqlease.com

«ML\_Date»

«Contact»

«Lessee»

«Address»

«City\_State\_Zip»

Dear «Contact»:

TEQlease, Inc. (the Lessor) is pleased to assist «Lessee» with lease financing for equipment from «Vendor». We are pleased to have you as a customer and will do our very best to exceed all of your expectations.

Please review the following documentation carefully. The documentation includes the following, all of which should be signed by an individual authorized by your company. The documents should be printed single sided and signed as requested, and returned to us as soon as possible, via overnight delivery:

- Invoice – To expedite the equipment order, sign and date where indicated to have payment processed via ACH.
- Equipment Lease Agreement No. «ML»-«Schedule» – Print and sign two copies.
- **OPTIONAL Add Schedule A**
- Certificate of Delivery and Acceptance – Print and sign one copy. Do not insert the date in Paragraph 1. We will contact you to confirm the delivery date and insert that date upon confirmation.
- Certificate of Signature Authority – print one copy and complete as requested.
- Authorization Agreement for Preauthorized Debit Payments - print one copy, complete, sign and return with a voided check.
- Insurance Request – print one copy, complete and sign. If you prefer you may contact your agent directly and have the insurance certificates sent directly to me.

In order to facilitate the most efficient and timely processing of your equipment order, the following should also be provided:

- A check drawn on the account of the Lessee in the amount of \$«Inv\_Total\_1» (if applicable this includes the down payment, first payment, last payment, and fees) and made payable to TEQlease, Inc.

Please scan the entire document package (only one copy of each document is necessary) and e-mail to [documents@teqlease.com](mailto:documents@teqlease.com) for review, prior to overnighting the documents. Please return the ORIGINAL properly executed documentation to TEQlease. Upon our receipt of all of the above items we will process your order for product allocation and shipment.

Return original documents to:      TEQlease, Inc.  
23801 Calabasas Road, Suite 101  
Calabasas, CA 91302

If you have any questions please do not hesitate to contact me at (818) 222-1006.

Sincerely,  
Kyle Fleming  
Finance Manager



# Invoice

23801 Calabasas Road, Suite 101  
Calabasas, CA 91302  
Phone: 818/222-1006 Fax: 818/222-1516

<b>Date</b>	<b>Invoice No.</b>
«Invoice_Date_1»	«Invoice_1»

<b>Bill To</b>
«Lessee» «Address» «City_State_Zip»

<b>Billing Period</b>
N/A

<b>Lease Number:</b> «ML»- «Schedule»	<b>Location:</b> «Equipment_Location» <b>Contact:</b> «Contact» «email», «Phone»	
<b>Payment Due</b>	«Payment_Due_Date_OR_Upon_Receipt_1»	
<b>First Payment</b>	«First_Month»	\$«Rent»
<b>Last Payment</b>	«Advance_Month»	\$«Rent»
<b>Down Payment</b>		\$«Down_Payment»
<b>Tax Due</b>	«Sales_Tax_Rate»%	\$«Sales_Tax»
<b>Documentation Fee</b>		\$«Doc_Fee»
<b>Equipment Inspection Fee</b>		\$«Site_Fee»
<b>Invoice Total</b>		<b>\$«Inv_Total_1»</b>

**Attach A Voided Check**

In order to expedite the equipment order, we authorize TEQlease, Inc. to process an ACH transaction from the account associated with the attached voided check, for the invoice total above.

LESSEE: «LESSEE»  
 BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

A facsimile or Electronic copy of this Agreement with signature shall be considered to be an original.



23801 Calabasas Road, Suite 101  
 Calabasas, CA 91302  
 Phone - (818) 222-1006  
 finance@TEQlease.com

**EQUIPMENT LEASE AGREEMENT**

**Lease No. «ML»-«Schedule»**

**VENDOR:** «VENDOR»  
 «VENDOR\_ADDRESS»  
 «VENDOR\_CITY\_STATE\_ZIP»  
 «VENDOR\_PHONE»

**LESSEE:** «LESSEE»  
 «ADDRESS»  
 «CITY\_STATE\_ZIP»

**EQUIPMENT LOCATION:** «Equipment\_Location» **COUNTY:** «County»

**EQUIPMENT DESCRIPTION:** INSERT EQUIPMENT DESCRIPTION OR OPTIONAL (See Schedule "A" Attached Hereto)

BASIC TERMS		DUE UPON EXECUTION			
LEASE TERM	MONTHLY RENTAL Plus Applicable Sales Tax	FIRST & ADVANCE RENTALS	DOWN PAYMENT	PROCESSING FEES	TOTAL DUE
«Term» MONTHS	\$«Rent»	\$«First_Last_Total»	\$«Down_Payment»	\$«Processing_Fees_Total»	\$«Inv_Total_1»

**THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR AND IS IRREVOCABLE AND NON-CANCELABLE BY LESSEE**

**1. AGREEMENT TO LEASE:** Lessee (as identified above) agrees to lease from TEQlease, Inc. ("Lessor") the personal property identified above or in the referenced attachments to this Lease (collectively, together with any substitutions or replacements thereto, the "Equipment") on the terms set forth in this agreement ("Lease"). The Lease Term shall commence (the "Installation Date") on the earlier of the following dates: (a) the date Lessee requests Lessor to make payment to the supplier of the Equipment ("Supplier") or (b) the Acceptance Date as indicated on the Certificate of Delivery and Acceptance. Advance rentals, fees and deposits accepted from Lessee upon Lessee's execution of this Lease are nonrefundable and shall be deemed earned by Lessor as consideration for the services performed by Lessor. In the event that the Equipment is not delivered, inspected or accepted within 60 days after it is ordered, or if Lessee fails to accept the Equipment and execute a Certificate of Delivery and Acceptance within 5 days following delivery of the Equipment, Lessor may, at Lessor's option, deem the term of the Lease to have commenced and Lessee shall thereafter be liable for all obligations pursuant to the terms of the Lease. Alternatively, in such event, Lessor may choose to terminate this Lease and demand that Lessee pay Lessor all amounts paid or owing by Lessor with respect to the purchase of the Equipment and also pay all costs incurred by Lessor in connection with the Lease with interest thereon in accordance with Section 12 below. Additionally, Lessor shall be entitled to retain any sums paid as liquidated damages for loss of a bargain and not as a penalty. Lessor may amend this Lease to correct obvious errors and may insert in this Lease the serial numbers and other identification data of the Equipment when known to Lessor. This Lease, and any advances made during the Lease commitment period, are further subject to, among other requirements outlined herein, there being no material or adverse change in Lessee's credit or financial condition on which the approval decision is based.

**2. STATUS OF PARTIES, WARRANTIES AND DEFENSES.** Lessee represents and warrants to Lessor that Lessee is duly organized, validly existing and in good standing under applicable state law. Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance Lease under Article 2A of the Uniform Commercial Code ("UCC"). Lessee has selected the Equipment manufacturer and supplier. Lessor has not manufactured or supplied the Equipment but is acquiring the Equipment at the request and for the use of Lessee pursuant to this Lease. Lessee acknowledges that Lessee has received a copy of the contract evidencing Lessor's purchase of the Equipment, or a list of the suppliers with notice that Lessee may have rights thereunder and advice to contact such suppliers for a description of such rights. **LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, OR THAT THE EQUIPMENT WILL BE OF MERCHANTABILITY QUALITY OR FIT FOR A PARTICULAR PURPOSE OR WITH RESPECT TO INFRINGEMENT.** Lessee's sole remedy in the event of an alleged breach of warranty or other defect in or failure of the Equipment shall be in accordance with the manufacturer's or supplier's warranty. Lessee covenants not to assert any claim against Lessor on account of any alleged defect or failure of the Equipment. So long as Lessee is not in default of this Lease, Lessor assigns to Lessee any and all rights that Lessor may have to make claims against the supplier for defects or issues with respect to the Equipment. Lessee's rights and remedies are governed exclusively by this Agreement and Lessee waives all Lessee's rights pursuant to Article 2A of the Uniform Commercial Code sections 508-522.

**3. PAYMENT OF LEASE OBLIGATIONS.** Lessee shall pay the Monthly Rental shown in the Basic Terms Section above on or before the established monthly due date, without any deduction or set off for any reason whatsoever. Monthly Rental payments shall be paid in advance and in the amounts and frequency as set forth herein, plus applicable taxes, if any. Monthly Rental payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may designate. Lessor may apply remittances received to unpaid rental installments and/or charges on a due date basis, with payments received being applied to the oldest unpaid amounts. Lessee shall pay a late charge per month to Lessor at the rate of fifteen cents (\$.15) per one dollar (\$1.00) of each delinquent payment if the Monthly Rental payment is not received on or before the due date. If Lessee's delinquency requires additional collection efforts, or for each dishonored check or other returned payment, a charge will be assessed in accordance with Lessor's collection fee schedule. In addition to Monthly Rentals, Lessee shall pay to Lessor pro rata rent for the use of the equipment between the Installation Date and the first due date ("Commencement Date"). Payment of all obligations hereunder are required to be made by electronically withdrawing funds from the obligor's bank account, and authorization is hereby given to obligee or its assignee for debits from this account, on, or if past due after, the scheduled due date of each payment or other amounts due and owing hereunder.

**4. SECURITY DEPOSITS.** The Security Deposit is payable upon execution of the Lease. The Security Deposit is non interest bearing and further secures Lessee's performance of Lessee's obligations under this Lease. Any Security Deposit made may be applied by Lessor to satisfy any amount owed by Lessee, in which event Lessee will promptly restore the Security Deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided Lessee has not ever been in default of this Lease, the Security Deposit will be refunded to Lessee after the return of the Equipment.

**5. ASSIGNMENT.** Lessor may assign this Lease without notice to or consent of the Lessee. Any such assignee shall succeed to all rights of Lessor hereunder, and assignee's rights shall be free from all defenses, set-offs, claims, actions, causes of action, or counter-claims of any kind which Lessee may be entitled to assert against Lessor. No assignee shall assume the obligations of the Lessor hereunder. Lessee waives the right to assert any such defense, set-off, action claim, cause of action or counter-claim against any assignee. Lessee shall not sell, transfer, assign, mortgage or hypothecate this Lease or any interest herein without the prior written consent of Lessor, and any such transfer or assignment without such consent shall be void.

<b>LESSOR:</b> TEQLEASE, INC.  By: _____  Title: _____ Date: «ML Date»	<b>LESSEE:</b> «LESSEE» ✓ By: _____ «Signator_Name» Title: «Signator Title» Date: «ML Date»
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**LEASE GUARANTY:** For purposes of this Guaranty, (a) "I" (or "me/my") means the person or entity giving this guaranty and if married, his or her marital community partner, and ("you/your") means the Lessor. I agree that I have an interest in the Lessee, economic or otherwise, and that you would not enter into this Lease without this Guaranty. I unconditionally guaranty that Lessee will fully and promptly pay all its obligations under the Lease and any future leases with you when they are due and will perform all its other obligations under the Lease even if you modify or renew the Lease, or if any payments made by the Lessee are rescinded or voided due to the insolvency, bankruptcy or reorganization of the Lessee, as if the payment had not been made. You do not have to notify me if the Lessee is in default under the Lease. You may obtain any of my information from credit reporting agencies you deem necessary. If the Lessee defaults, I will immediately pay and perform all obligations of the Lessee under the Lease. I agree that I will not be released or discharged if you: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Lessee or me to you (Collateral); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral. I agree that you do not have to proceed first against the Lessee or any Collateral. I hereby waive notice of acceptance of this Guaranty and of all other notices or demands of any kind which I may be entitled. I will reimburse you for all expenses you incur in enforcing your rights against the Lessee or me, including without limitation, attorneys' fees and costs. I acknowledge that I have read and understood the Lease and this Guaranty. This is an irrevocable, continuing Guaranty and binds my heirs, administrators and representatives. This Guaranty shall be governed and interpreted in accordance with the laws of the State of California. I CONSENT TO THE COMMENCEMENT OF AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES TO THIS LEASE, OR THE HOME STATE OF LESSOR'S ASSIGNEE, FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THE LEASE AND THIS GUARANTY. I HEREBY WAIVE TRIAL BY JURY.

«Guarantor_1», Individual _____ Date _____	«Guarantor_2», Individual _____ Date _____
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**6. OWNERSHIP.** Title to the Equipment shall remain with Lessor, and Lessee will not permit any liens, charges, or encumbrances to attach thereto. Lessor may affix, or may require Lessee to affix, plates or other markings on the Equipment at Lessee's expense indicating Lessor's ownership of the Equipment, and Lessee will not remove any such markings. Upon the termination of the Lease, Lessee shall at its expense crate, insure, and ship the Equipment and operating manuals to the destination specified by Lessor, in as good condition as received less normal wear and tear, said destination to be confirmed by Lessee prior to shipment. Lessee shall additionally be responsible to Lessor for additional fees or expenses incurred by Lessor in conditioning the Equipment for sale or disposal. The Equipment shall be and remain personal property even if attached to realty. Lessee shall maintain each unit of Equipment so that it may be removed from the building in which it is placed without damage to the building. All replacements, accessories, or capital improvements made to or placed in or upon the Equipment shall become component parts thereof and title thereto shall immediately vest in Lessor and shall be included under the terms hereof. Lessor is authorized, at its option, to file financing statements or amendments with respect to any or all of the Equipment and, if a signature is required by law, then the Lessee appoints Lessor as Lessee's attorney-in-fact to execute any such financing statements and agrees to pay Lessor a documentation fee to cover the expense of making such filings(s). Lessee shall execute such documents and take such action as Lessor may request to protect Lessor and to carry out the intent of this Lease. Upon the request of Lessor, Lessee shall obtain a waiver of interest from any owner or encumbrance of the real property on which the Equipment shall be installed or located, waiving any claim of interest in the Equipment and consenting to its removal upon the expiration or sooner termination of this Lease.

**7. USE AND MAINTENANCE OF EQUIPMENT.** Lessee represents the Equipment will be used only for business or commercial purposes and not for personal, family or household purposes. Lessor may inspect the Equipment at any time. Lessee shall at its own expense keep the Equipment in good condition and repair, housed in suitable shelter, and shall not sell, pledge, encumber or otherwise dispose of the Equipment or any accessories attached thereto. Lessee shall cause the Equipment to be maintained and serviced in accordance with the recommendations of the manufacturer. The Equipment shall not be removed from the location identified above, without Lessor's written consent. Equipment required to be registered under applicable state vehicle laws shall not be removed from the state of registration without Lessor's written consent.

**8. INSURANCE.** Lessee assumes the entire risk of loss or damage to the Equipment and no such loss shall relieve Lessee of its obligations under this Lease, whether or not insured. Lessee will promptly notify Lessor in writing of any loss or damage and Lessee will then pay Lessor the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, discounted to present value at two percent (2%) per year. Lessee shall at its expense (a) keep the Equipment insured against all risks of loss from any cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or one hundred percent (100%) of the then current value of the Equipment, whichever is higher; and (b) purchase public liability insurance in the amount satisfactory to Lessor. Lessor shall be named as an additional insured in all such policies and as sole loss payee in the policies insuring the Equipment. Each policy shall expressly provide that such insurance shall not be invalidated by any acts of omission or neglect of Lessee and cannot be canceled without thirty (30) days prior written notice to Lessor. Lessee shall furnish Lessor a Certificate of Insurance and copy of each such policy reflecting the coverage required by this paragraph on or before the Installation Date. At the option of Lessor, the proceeds of such insurance, including return of premium, shall be applied toward the replacement or repair of the Equipment or the payment of obligations of Lessee hereunder, at Lessor's option. Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on the Equipment. If Lessee fails to maintain the insurance required by this paragraph, Lessor may, but is not obligated to, secure insurance on the Equipment in such form and amount as Lessor deem reasonable to protect Lessor's interests. Lessee understands that, if Lessor secures insurance on the Equipment the insurance may not name Lessee as an insured and may not fully protect Lessee's interests. Lessee agrees that, if Lessor secures insurance on the Equipment, Lessee will pay an insurance charge that may be substantially higher than the premium that Lessee would pay if Lessee placed said insurance independently. Lessee agrees that, in addition to the premium, the insurance charge Lessee is required to pay Lessor will include an interest charge, administrative and processing fees, which will result in profit to Lessor and its agents. All sums so incurred or expended by Lessor shall be without demand immediately due and payable by Lessee.

**9. TAXES AND FEES.** Lessee shall use, operate and maintain the Equipment in accordance with all laws; pay all licensing and registration fees for the Equipment; keep the same free of levies, liens and encumbrances; pay all personal property taxes assessed against the Equipment or Lessor; pay all other taxes, assessments, fees, charges and penalties which may be levied or assessed on or in respect to the Equipment or its use or any interest therein, or rental payments thereon including but not limited to all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them or the Equipment, or upon the sale, ownership, use or operation thereof. If Lessor pays any of the above on behalf of Lessee, Lessee agrees to reimburse Lessor and to pay Lessor a processing fee for each payment Lessor makes on behalf of Lessee. Lessee also acknowledges that in addition to the payments, Lessor may assess and Lessee may be required to pay additional taxes and/or fees. Such fees may not only cover Lessor's costs, they may also include a profit.

**10. DEFAULT.** Each of the following occurrences shall constitute an "Event of Default" under this Lease: (a) the failure of Lessee to pay any rental payment or other amount required hereunder when due; (b) the failure of Lessee to perform any other obligation hereunder or observe any other term or provision hereof; (c) any representation or warranty made to Lessor by Lessee or by any Guarantor which is false in any material respect when made; (d) any levy, seizure or attachment or other involuntary transfer of the Equipment or any collateral for this Lease; (e) an assignment for benefit of creditors or bulk transfer of assets by, or insolvency, cessation of business, termination of existence, death or dissolution of, Lessee or any Guarantor; (f) if the assets of Lessee or Guarantor are subject to a writ of attachment, execution or receivership and such levy or lien is not released within 10 days; (g) if Lessee or Guarantor default under the terms of any other contract or agreement with Lessor; (h) if Lessee or Guarantor are in default of any other credit or other obligation in excess of \$10,000; (i) if Lessor in good faith deems itself to be insecure (j) if any other person or entity contends it is the owner of the Equipment or has lien priority as to the Equipment. As used herein, the term "Guarantor" shall include any guarantor of this Lease and any owner of any property given as security for Lessee's obligations hereunder. Lessee may have more than one obligation to Lessor, and a default on any obligation constitutes a default as to all. Any collateral held as security of one obligation is security for all obligations of Lessee to Lessor.

**11. REMEDIES; DAMAGES.** On the occurrence of an Event of Default, Lessor may exercise any one or more of the following remedies without demand or notice to Lessee and without terminating or otherwise affecting Lessee's obligations hereunder: (i) declare the entire balance of Monthly Rentals for the remaining term of this Lease to be immediately due and payable; (ii) require Lessee to assemble the Equipment and make it available to Lessor at a place designated by Lessor which is reasonably convenient to both parties; (iii) take and hold possession of the Equipment and render the Equipment unusable, and for this purpose enter and remove the Equipment from any premises where the same may be located without liability to Lessee for any damage caused thereby; (iv) sell or lease the Equipment or any part thereof at public or private sale for cash, on credit or otherwise, with or without representations or warranties, and upon such terms as shall be acceptable to Lessor; (v) use and occupy the premises of Lessee for the purpose of taking, holding, reconditioning, displaying, selling or leasing the Equipment, without cost to Lessor or liability to Lessee; (vi) demand, sue for and recover from Lessee all sums due hereunder, including the sum of (a) delinquent lease payments with interest thereon at the rate of one and one half (1.5%) percent per month, or the maximum allowable by law, whichever is less, (b) any unamortized brokerage commission, (c) the anticipated residual value of the Equipment, (d) the lease payments to become due in the future discounted to present value as of the date of entry of judgment at a rate equal to two percent (2%) simple interest, and (e) all costs incurred by Lessor in retaking, protecting and disposing of the Equipment, including reasonable legal fees and costs. Lessee shall be entitled to a credit for net present value of any proceeds received by Lessor upon sale or release of the Equipment. Lessee shall be obligated to pay to Lessor or its assignee any and all attorney's fees and costs incurred by Lessor or its assignee in the event of litigation or otherwise in the Federal, State or Bankruptcy Courts where the Lessor has to enforce the Lease or protect its Equipment or any collateral for any reason.

**12. ADVANCES; INTEREST.** All advances made and costs incurred by Lessor to preserve the Equipment or to discharge and pay any taxes, assessments, fees, penalties, liens or encumbrances thereon or to insure the Equipment shall be added to the unpaid balance of Monthly Rentals due hereunder, which total unpaid balance shall be repayable by Lessee to Lessor immediately, together with interest thereon at the rate of one and one half (1.5%) percent per month, or the maximum allowable by law, whichever is less, until paid.

**13. INDEMNITY.** Lessee shall, at its sole expense, indemnify, hold harmless and defend Lessor and its assignees, agents and employees from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, resulting from or relating to the Equipment or the selection, manufacture, delivery, ownership, operation, repair, return, sale, or use of the Equipment, including without limitation (a) claims involving latent or other defects (whether or not discoverable by Lessee or Lessor), (b) claims for trademark, patent or copyright infringement, and (c) claims for injury or death to persons or damage to property or loss of business or anticipatory profits, whether resulting from acts or omissions of Lessee or Lessor or otherwise. Lessee shall give Lessor prompt written notice of any claims or liability covered by this paragraph. The indemnities under this paragraph shall survive the satisfaction of all other obligations of Lessee herein and the termination of this Lease.

**14. EXPIRATION OF LEASE.** At least 90 days, and not more than 180, before the expiration of the Lease, Lessee shall give Lessor written notice of its intent to return the Equipment to Lessor as provided in paragraph 6 above, or purchase the Equipment for its fair market value. Unless a predetermined residual or purchase option has been established in writing, so long as the Lessee has never been in default, the Lessee will have the option to purchase the Equipment for its fair market value at the expiration of the lease. If Lessee is in default or has been in default at the time the Lessee desires to exercise any predetermined purchase option, Lessor, at its sole option, may cancel the purchase option and require the return of the Equipment. If the option price is the fair market value of the Equipment, and Lessor and Lessee are unable to agree upon such value, then fair market value shall be determined by an appraiser selected by Lessor, and any such appraisal shall be conclusive and binding on Lessor and Lessee. For the purpose of determining the value of the Equipment, fair market value is based on the greater of replacement value or going concern value. All fees and expenses of the appraiser shall be paid for by Lessee. The required notice above will constitute Lessee's irrevocable agreement to perform the action elected in the notice. If notice is not given by Lessee to Lessor of its election pursuant to the terms of this section when due, Lessee will be deemed to have elected to renew the Lease at its original rental rate for successive renewal terms of one (1) month each until 30 days notice of return shall have been given.

**15. WAIVER.** The failure of the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, any such action shall not operate to release the Lessee until the full amount of the rentals due and to become due and all other sums to be paid hereunder have been paid.

**16. MODIFICATIONS.** The terms of this Lease may not be waived altered, amended, modified, revoked, or rescinded except by a writing signed by both Lessor and Lessee. All other prior and/or contemporaneous oral and written agreements are merged herein. This is a final expression of the agreement between Lessor and Lessee.

**17. MISCELLANEOUS.** To the extent any provision of this Lease may be determined to be invalid or unenforceable, it shall be ineffective without affecting the other provisions of this Lease. All obligations of Lessee shall be joint and several. This Lease shall be binding upon the parties, its/their successors, legal representatives and assigns. The obligations and liabilities of Lessee arising under this Lease shall survive the expiration or earlier termination of this Lease. Lessee hereby waives any statute of limitations with respect to Lessor commencing any action against Lessee arising out of this Lease and/or any agreements entered into in connection with this Lease. The sale of a material portion of Lessee's assets, or the change in effective control of Lessee's voting capital stock or partnership or membership interests, shall first require either 1) the consent thereto of Lessor, such consent not to be unreasonably withheld, or 2) the prepayment of Lessee's obligations hereunder.

**18. CHOICE OF LAW; JURISDICTION.** This Lease shall be governed and interpreted in accordance with the laws of the State of California. Lessee irrevocably consents to the jurisdiction of the State of California, County of Los Angeles, or any other location determined at the sole discretion of Lessor or its assignee reasonably related to this Lease transaction or any jurisdiction where any assignee of the Lease has its principal place of business, and may commence an action in any court having jurisdiction over the subject matter and parties to the transaction. LESSOR, LESSEE AND ANY ASSIGNEE KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO A JURY TRIAL.

**19. COUNTERPART; FACSIMILE SIGNATURES.** This Lease may be signed in counterparts and each counterpart may be deemed to be one and the same original document. This agreement and all ancillary documents may be transmitted and/or signed by facsimile or digital signature and/or transmission. The effectiveness of any such signatures shall have the same force and effect as manually-signed originals and shall be binding on all parties to this agreement. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

**OPTIONAL**



Schedule "A"  
Equipment Description  
Equipment Lease Agreement «ML»-  
«SCHEDULE»

LESSOR: TEQLEASE, INC.  
23801 Calabasas Road, Suite 101  
Calabasas, CA 91302

LESSEE: «LESSEE»  
«Address»  
«City\_State\_Zip»

THIS SCHEDULE is attached to and made a part of that certain Equipment Lease Agreement «ML»-«Schedule» dated «ML\_Date» between TEQlease, Inc., as Lessor, and «Lessee», as Lessee.

COLLATERAL LOCATION: «Equipment\_Location»

Part #	Description	Qty
	«Vendor»	
	<b>INSERT EQUIPMENT DESCRIPTION</b>	

Lessee hereby certifies that the description of personal property set forth above constitutes an accurate account of the Equipment, as such is defined in the Equipment Lease Agreement of which this Schedule A is a part.

A facsimile or Electronic copy of this Agreement with signature shall be considered to be an original.

LESSOR: TEQLEASE, INC.  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: «ML\_Date» \_\_\_\_\_

LESSEE: «LESSEE»  
BY: \_\_\_\_\_  
NAME: «Signator\_Name» \_\_\_\_\_  
TITLE: «Signator\_Title» \_\_\_\_\_  
DATE: «ML\_Date» \_\_\_\_\_



Certificate of Delivery and Acceptance  
for Equipment Lease Agreement # «ML»-  
«SCHEDULE»

LESSOR: TEQLEASE, INC.  
23801 Calabasas Road, Suite 101  
Calabasas, CA 91302

LESSEE: «LESSEE»  
«Address»  
«City\_State\_Zip»

The undersigned hereby certifies to TEQlease, Inc. ("Lessor") that the Item(s) of Equipment leased by the undersigned from Lessor pursuant to Equipment Lease Agreement «ML»-«Schedule» between the undersigned and Lessor dated «ML\_Date», are acceptable and conform in all respects to the undersigned's purchase agreement with the vendor or supplier of the Equipment.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN EQUIPMENT LEASE AGREEMENT «ML»-«Schedule», THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS AND SUPERSEDES THE EQUIPMENT LEASE AGREEMENT AND IS HEREBY INCORPORATED BY REFERENCE THEREIN. THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS EQUIPMENT LEASE AGREEMENT «ML»-«Schedule» TO THE EXTENT OF THE INFORMATION HEREIN CONTAINED.**

The undersigned further certifies that the Equipment described below and leased pursuant to Equipment Lease Agreement «ML»-«Schedule» was installed and ready for use as of the Installation Date in, and that billing pursuant to Equipment Lease Agreement «ML»-«Schedule» is appropriate.

AS OF \_\_\_\_\_ (the "Installation Date"), THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.

Model	Description:	Qty
	Insert Equipment Description	

LESSEE: «LESSEE»

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**CERTIFICATE OF SIGNATURE AUTHORITY**

I, the undersigned, do certify that:

The person who executed the Equipment Lease Agreement and any related documents (collectively the "Agreement") by and between TEQlease, Inc. and «LESSEE» ("Lessee") on behalf of Lessee and whose genuine signature appears thereon, is a duly qualified and acting officer of the Lessee as stated beneath his/her signature and has been authorized to execute the Agreement.

**LESSEE:** «LESSEE»

BY:\* \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**(\*THE CERTIFICATE OF SIGNATURE AUTHORITY IS TO BE EXECUTED BY A DIFFERENT PERSON THAN SIGNER OF THE AGREEMENT.)**



TEQlease, Inc.  
 23801 Calabasas, Road, #101  
 Calabasas, California 91302  
 818-222-1006  
 www.teqlease.com

**AUTHORIZATION AGREEMENT FOR PREAUTHORIZED DEBIT PAYMENTS**

COMPANY NAME: «Lessee»

LEASE NUMBER: «ML»-«Schedule» RENTAL PAYMENT: \$«Rent» (plus applicable taxes)

TAX ID NUMBER: \_\_\_\_\_

We hereby authorize TEQlease, Inc., and/or its assigns (“TEQlease”), to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to our checking, or other account indicated below and the depository named below, hereinafter called “DEPOSITORY,” to debit and/or credit the same to such account. This authorization is for all payments due under the Equipment Lease Agreement, which will be debited monthly on or after the first day of the month, commencing on \_\_\_\_\_ until the Lease is paid in full or earlier, including payments due as a result of default under subject contract, and any other amounts we may owe under the lease.

BANK NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TRANSIT/ABA NO: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_

This authority is to remain in full force and effect until TEQlease and Depository have received, not less than ten (10) business days prior, written notification from us of termination of this authorization so as to afford TEQlease and Depository a reasonable opportunity to act on the termination. As noted above, in the event of default of our obligations to TEQlease, we have authorized debit to our account for the full accelerated amount due in accordance with our relevant agreement with TEQlease.

Company «Lessee»

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Please Attach A Voided Check From The Above Account**





INSURANCE AGENT \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ EMAIL. \_\_\_\_\_

CONTACT \_\_\_\_\_ POLICY NO. \_\_\_\_\_

Re: «Lessee» Equipment Lease Agreement «ML»-«Schedule»

Gentlemen:

TEQlease, Inc. is about to enter into an Equipment Lease Agreement with the above referenced Lessee. In accordance with the Equipment Lease Agreement, Lessee is responsible to provide insurance pertaining to the subject leased equipment, as follows:

- A) The Equipment must have "Special Form" coverage that includes theft, and for not less than the full replacement value of \$«Equipment Cost» with a deductible not to exceed **\$1,000.00**.
- B) Third Party liability and property damage insurance providing **\$1,000,000.00** combined single limit, bodily injury and property damage coverage relative to the leased equipment.

**TEQlease, Inc., 23801 Calabasas Road, Suite 101, Calabasas, CA 91302 and Its Successors And/Or Assigns** shall be named as the loss payee and additional insured on the above described insurance.

As indicated by their signature below, the debtor Lessee has authorized TEQlease to:

- 1) Discuss the required insurance with your company; and,
- 2) Authorize and instruct you, or any other insurance company, to provide such insurance as is required by the Equipment Lease Agreement, at our sole discretion and without obligation on our part.

We respectfully request that you immediately provide the herein required insurance and provide proof of coverage to us by forwarding a copy of a Certificate of Insurance by email, with the original to be sent by mail to the address above. Additionally, should the subject insurance be cancelled or modified before the expiration date, you must give us 30 days' notice.

**A facsimile of this Agreement with signature shall be considered to be an original.**

Sincerely

**LESSEE: «LESSEE»**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_