

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the "Agreement") is made and entered on _____, by and between the Coudersport Area Chamber of Commerce ("Lessor") and _____ ("Lessee"), collectively referred to as the "Parties".

The Parties agree as follows:

1. **EQUIPMENT.** Lessor hereby leases to Lessee the following equipment:

____ Tents	PA SYSTEM
____ Tables	____ Chairs

2. **LEASE TERM.** The lease will start on _____ and will end on _____ (end date), the "Lease Term".

3. **LEASE PAYMENTS.** Lessee agrees to pay to Lessor as rent for the Equipment the amount

\$ 100 a day per tent	\$50 a day PA System
\$ 10 a day per table	\$ 3 a day per chair

4. **SECURITY DEPOSIT.** Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit of \$50 for members and \$100 all others as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance.

5. **DELIVERY.** Lessee SHALL SHALL NOT (check one) be responsible for all expenses and costs: i) at the beginning of the Lease Term, of shipping/delivering the Equipment to Lessee's premises and ii) at the end of the Lease Term, of shipping/delivering the Equipment back to Lessor's premises.

6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

7. **USE OF EQUIPMENT.** Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment. Additional instructions:
All equipment will be returned clean and in good and acceptable condition.

8. **CONDITION OF EQUIPMENT AND REPAIR.** Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

9. **MAINTENANCE, DAMAGE AND LOSS.** Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

10. **INSURANCE.** Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such
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insurance.

11. OWNERSHIP. The Equipment is and shall remain the exclusive property of Lessor.

12. ASSIGNMENT. Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

13. BINDING EFFECT. The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

15. CUMULATIVE RIGHTS. Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

16. WAIVER. The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

17. INDEMNIFICATION. Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

18. SIGNATURES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by

LESSOR

Signature: _____ **Date:** _____

Printed Name: _____ **Phone Number** _____

LESSEE

Signature: _____ **Date:** _____

Printed Name: Coudersport Area Chamber of Commerce, Chamber Agent _____

Any & all fees can be waived at the discretion of a Director of the Board.