

(hereafter the "Equipment") By executing this Lease, Lessee acknowledges that he has inspected, or has been afforded full and complete opportunity to inspect, the Equipment, and that the said Equipment is in good repair and condition, suitable for the purposes for which it is leased.

IT IS THEREFORE AGREED:

1. All notices provided to be given under this Lease shall be given at the addresses listed above, or at such subsequent addresses as the party charged with giving such notice is informed of in writing. The parties agree that such notice shall be considered effective on the third day, excluding Sundays and postal holidays, after properly addressed and stamped mail is deposited with the U.S. Postal Service.
2. Lease of Equipment. Subject to the terms and conditions set forth below, and to any additional terms and conditions set forth on the reverse side hereof, the Lessor leases to the Lessee and the Lessee rents from the Lessor the Equipment for the term of monthly commencing _____; extensions beyond the end of the above term shall be from month to month, and this Lease may be cancelled at the end of any such monthly extension upon provision by either party to the other party of at least ten (10) days advanced notice in writing.
3. Rental. The Lessee shall pay to the Lessor as rent for the use of the Equipment, the sum of \$ _____ per month. Payable in advance, without setoff or counterclaim, without demand at the address of Lessor on the first (1st) day of each month, the first payment to be made upon the execution of this Lease. In addition, Lessee shall pay a delivery and pick-up charge in the amount of \$ _____ plus _____ fuel surcharge upon the execution of this Lease. Should the rent or any part thereof be at any time unpaid, or should any condition of the Lease be breached by the Lessee, the Lessee shall pay to the Lessor, on all arrearages of rent from the date of default until all such arrearages shall be paid, and in addition to such arrearages, and on all damages and other awards found to be due the Lessor on account of any other breach of this Lease, and in addition to such damages or other awards from the date of said breach, interest at the rate of 10 percent per annum, together with all collection charges and expenses, including a reasonable attorney's fee which shall be 15 percent of the amount in arrears or otherwise found to be due, but such fee shall in no event be less than \$100.00. These charges shall be in addition to all other remedies at law or in equity which the Lessor may have against the Lessee for default in the payment of rent or for other breach of the Lease.
4. Ownership and use. a) The Equipment shall at all times be the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest therein, except for the right to use the equipment for the purposes of storage. b) The Equipment is and shall remain personal property even if installed in or attached to real property. The Lessor shall be permitted to display Notice of its ownership on each article of Equipment by means of a suitable stencil, label, plaque, or sign affixed thereto. c) The Lessee shall keep the Equipment at all times free and clear from all claims, levies, liens, encumbrances, and process. The Lessee shall give the Lessor immediate notice of any such attachment or other judicial process affecting any article of Equipment leased hereunder. d) The Lessee shall not pledge, lend, create a security interest in, sublet, assign, or part with possession of the Equipment or any part thereof, or attempt in any other manner to dispose thereof, or remove the Equipment or any part thereof, without the Lessor's written permission, from the site to which it is delivered by the Lessor, or upon which it is first placed by the Lessee subsequent to the execution of this Lease. e) Lessee shall not permit any unlawful use of the lease Equipment and agrees the Lessee's use of the leased Equipment shall be in conformity with the laws, ordinances, and legally binding regulations, of the location of said equipment. In particular, Lessee assumes all responsibility for the obtaining and payment. f) Lessee shall be responsible for, and hereby agrees to pay, any and all sales taxes, personal property taxes, or other taxes levied against or based upon this Lease transaction or upon the Equipment which is the subject hereof, as well as any filing or recording charges, should Lessor be required to pay any such taxes or charges in order to protect this title and interest in the Equipment, Lessor may charge Lessee for any and all such payments additional rent under this Lease.
5. Repairs and Replacements. The Lessee shall keep the Equipment in good condition and, at his own cost and expense, make all repairs and replacements necessary for its preservation. All such replacements shall immediately become the property of the Lessor. Lessee hereby releases Lessor from any and all liability for any and all damage to contents of Equipment and to any property store therein arising from any and all defects in said Equipment.
6. Liability for Damage. The Lessee shall be responsible for any damage to the Equipment while in his possession, and shall pay to the Lessor the value of so much of the Equipment, or any part thereof, as may be damaged or destroyed. Upon receipt of such payment, the Lessor shall, to the extent of the amount paid, assign to the Lessee any rights it may have with respect to the damaged or destroyed article of Equipment under any insurance carried thereon, together with all of the Lessor's right, title and interest in such article of equipment.
7. Indemnity. The Lessee assumes liability for and shall indemnify, protect, save and keep harmless the Lessor, its agents and servants from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of whatever kind and nature imposed upon, incurred by, or asserted against the Lessor in any way relating to or arising out of this Lease or of the use of the Equipment including claims arising from negligence of Lessor and/or Lessee arising during the term of this Lease. The indemnities contained in this section shall continue in full force and effect, notwithstanding the termination of this Lease.
8. Insurance. Lessee shall have the risk of loss through theft or fire as well as accident, burglary, or vandalism, while the leased Equipment is in the control, custody or possession of Lessee; in the event of loss, whole or partial, due to any of the preceding causes, Lessee shall forthwith pay to the Lessor the replacement cost of the equipment. The Lessee, at its own cost and expense, shall insure the Equipment against the aforesaid perils in the amount of \$10,000.00, and obtain public liability insurance with minimum limits of \$100,000.00/\$300,000.00 for bodily injury and \$25,000.00 for property damage in such form and with such insurance companies as shall be satisfactory to the Lessor. All insurance policies shall name both the Lessee and the Lessor as insureds and copies of the policies and the receipts for the payment of premium shall be furnished to the Lessor. Each damage policy shall provide for payment of all losses directly to the Lessor. Each liability policy shall provide that all losses be paid on behalf of the Lessee and the Lessor as their respective interests appear.
9. Inspection. The agents of the Lessor may, at any time, enter the Lessee's premises for the purpose of inspecting the Equipment and the manner in which it is being used.
10. Return. At the end of the term of this Lease, Lessee shall return the Equipment in as good condition as when received, reasonable wear and tear accepted.
11. Breach. Upon default in the payment of any installment or rent, or upon a breach of any other condition of this Lease to be performed or observed by the Lessee, or if during the term of this Lease bankruptcy or insolvency proceedings are commenced by or against the Lessee, or if a receiver is appointed for the business of the Lessee, or if the Lessee discontinues business at the office address set forth above, or if the Lessee moves the equipment without the written permission of the Lessor, the Lessor shall have the right without notice or demand to terminate this Lease, and to declare all rents and charges thereunder immediately due and payable, but such termination shall not release from the payment of damages sustained by Lessor; if upon any termination of this Lease the Lessee fails or refuses forthwith to deliver the Equipment to the Lessor, the Lessor shall have the right to enter the Lessee's premises, or any other premises where the Equipment may be found, forcibly if necessary, and to take possession of and remove the Equipment without legal process. The Lessee releases any claim or right of action for trespass or damages caused by reason of such entry and removal; nor shall the Lessor be prejudiced from pursuing any other remedies to which it otherwise might be entitled on account of arrears or rent or breach of any other conditions of this Lease. The failure of Lessor promptly to insist upon the performance of any terms or conditions hereunder shall not constitute a waiver or forfeiture of any right or remedy of Lessor of any of its rights arising or which may thereafter arise under this Lease.
12. CONFESSION OF JUDGMENT. As a concurrent or alternative remedy, Lessee hereby authorizes and empowers any Attorney of any Court of Record to appear for him in any Court of competent jurisdiction to confess judgment against him and in favor of Lessor for all amounts due under the provisions of this paragraph and under the provisions of paragraph (3) hereof, titled "Rental," therein to CONFESS OR ENTER JUDGMENT against Lessee for all sums due by Lessee to Lessor under this Lease, together with the reasonable attorney's fee of fifteen percent (15%) provided in said paragraph (3) hereof, but such fees shall in no event be less than One Hundred Dollars (\$100.00).
13. Lien. It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels, or personal property of any description belonging to Lessee which are placed in, or become a part of, the Equipment, as security for rent due and to become due for the remainder of the current Lease term, and Lessee hereby grants to Lessor a security interest in all such personal property placed in said Equipment for such purposes. In the event of breach, Lessor may take possession of all of Lessee's property in the Equipment and sell same at public, or private sale after giving Lessee reasonable notice of the time, place, and terms of such sale. Proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to the Lessee. For so doing, this lease and a verified affidavit shall be sufficient warrant.

LESSEE ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS PROVISION FOR CONFESSING JUDGEMENT AND EXPRESSLY WAIVES ANY RIGHT TO NOTICE OR HEARING WHICH IT MIGHT OTHERWISE HAVE BEFORE ENTRY OR JUDGEMENT. IT IS FURTHER ACKNOWLEDGED THAT THIS IS A COMMERCIAL, NON-RESIDENTIAL LEASE.

IN WITNESS WHEREOF the parties hereto have executed this Trailer Lease Agreement, including the provisions set forth above and on the succeeding pages this date