

Lease of Personal Property P.2

Lessee shall and does hereby agree to protect and save Lessor harm against any and all losses or damage to equipment by fire, flood, explosion, tornado or theft and Lessee shall and does hereby assume all liability to any person whomsoever arising from the location, condition or use of equipment, and shall indemnify Lessor of and from all liability, claim and demand in operation or not, and growing out of any cause, and from every other liability, claim and demand whatsoever during the term of this Lease or arising while equipment is in the possession of Lessee. Lessee also agrees to promptly reimburse Lessor, in cash, for any and all personal property taxes levied against equipment and paid by Lessor.

Neither this Lease and agreement nor any right or interest thereunder shall be assigned by Lessee in any respect whatsoever.

This Lease and agreement shall be deemed to have been executed and entered into in the State of _____ and shall be construed, enforced and performed in accordance with the laws thereof.

This Lease contains all of the agreements of the parties. No oral or other statements shall be binding on either of the parties hereto.

All parts of this equipment are guaranteed against defective parts of workmanship for a period of ninety (90) days from date of delivery and any parts returned to factory freight prepaid will be replaced free of charge if found defective.

Signature of Lessor

Date

Signature of Lessee

Date
