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| EQUIPMENT RENTAL AGREEMENT |

# This agreement, made and entered into this date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by

and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter called LESSOR, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called LESSEE.

In consideration of the payments and rentals hereinafter provided for and of the terms and conditions hereof, the Lessor hereby agrees to lease to the Lessee, and the Lessee hereby agrees to lease from the Lessor, the following described equipment belonging to the Lessor:

MAKE MODEL DESCRIPTION RATE

Above equipment to be used in operations at the following described location:

PAYMENT:

1. If this equipment is leased on a monthly basis, the Lessee agrees to pay for use of the equipment rental as follows:

$\_\_\_\_\_\_\_\_\_ payable with order and covering first month’s rental, receipt of which is hereby acknowledged by Lessor, and the balance payable in advance on the \_\_\_\_\_\_\_\_ day of each month in \_\_\_\_\_\_\_installments of $\_\_\_\_\_\_\_\_\_ each and commencing with the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. If this equipment is leased on an acreage, ton, mileage or any basis other than time, rental under this lease shall be payable $\_\_\_\_\_\_\_\_\_ with order plus deposit of $\_\_\_\_\_\_\_\_\_\_\_\_, receipt of which is hereby acknowledged by Lessor, and the balance of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ due and payable\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. If this equipment is leased on a quarterly or seasonal basis, the Lessee agrees to pay a total of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in rental as follows: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ payable with order, receipt of which is hereby acknowledge by Lessor, and the balance payable in\_\_\_\_\_\_\_\_\_\_\_\_ installments of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_each due and payable on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Rental payments shall be made to Lessor.

By signing this lease, Lessee agrees to the terms and conditions set forth on this contract. Any different or additional terms whether written or otherwise are hereby objected to and shall have no legal force or applicability whatsoever.

LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LESSOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_