

EQUIPMENT LEASE AGREEMENT

A Free, Printable Template for Leasing Machinery, Tools & Equipment (USA)

This Equipment Lease Agreement ("Agreement") is entered into on _____, 20____,
by _____ and _____ between _____ ("Lessor") and _____
_____ ("Lessee"), together the "Parties."

The Parties agree as follows:

1. **EQUIPMENT.** Lessor leases to Lessee the following equipment (the "Equipment"): _____

_____.

2. **LEASE TERM.** This lease begins on _____ (start date) and ends on _____
_____ (end date) (the "Lease Term").

3. **LEASE PAYMENTS.** Lessee shall pay Lessor rent of \$ _____ ("Rent") each [] day []
week [] month, in advance, payable to: _____, or another address
Lessor designates in writing. If the Lease Term does not begin on the first day of a month or end on the
last day of a month, Rent shall be prorated accordingly.

4. **LATE CHARGES.** Any payment more than _____ days late is subject to a late fee of
\$ _____.

5. **SECURITY DEPOSIT.** Before taking possession of the Equipment, Lessee shall deposit
\$ _____ with Lessor, in trust, as security for Lessee's performance and for any damage to
the Equipment caused by Lessee or Lessee's agents during the Lease Term. Lessor may apply part or
all of the deposit toward repair costs; Lessor is not limited to the deposit amount, and Lessee remains
liable for any shortfall. The deposit may not be applied toward Rent, and Lessee forfeits it upon a breach
of this Agreement to the extent permitted by law.

6. **DELIVERY.** Lessee [] shall [] shall not be responsible for shipping costs to deliver the Equipment to
Lessee's premises at the start of the Lease Term, and to return it to Lessor's premises at the end of the
Lease Term.

7. **DEFAULT.** Failure to perform any obligation under this Agreement is a default. Except where a statute
or ordinance provides otherwise, Lessee has seven (7) days after written notice of default to cure it. If
the default is not cured, Lessor may, at its option: (a) cure the default and add the cost to Lessee's
obligations; or (b) declare Lessee in default of the Agreement. Lessor may declare Lessee in default
immediately if Lessee becomes insolvent, ceases doing business, or becomes subject to a bankruptcy
filing. Upon default, Lessor may retake possession of the Equipment as permitted by law and hold
Lessee liable for the difference between the Rent due under this Agreement and any rent collected from
re-leasing the Equipment, net of re-leasing costs; if the Equipment cannot be re-leased, Lessor may hold
Lessee liable for the full unpaid balance of Rent for the remaining Lease Term.

8. **POSSESSION AND SURRENDER.** Lessee is entitled to possession of the Equipment on the first day
of the Lease Term. At the end of the Lease Term, Lessee shall return the Equipment to Lessor in good

condition and working order, ordinary wear and tear excepted.

9. **USE OF EQUIPMENT.** Lessee shall use the Equipment carefully and properly, and shall comply with all applicable laws, rules, and ordinances concerning its use, maintenance, and storage.

10. **CONDITION AND INSPECTION.** Lessee has inspected the Equipment and acknowledges that it is in good, acceptable condition as of the start of the Lease Term.

11. **MAINTENANCE, DAMAGE, AND LOSS.** At Lessee's own expense, Lessee shall keep the Equipment clean and in good working order throughout the Lease Term. If the Equipment is lost or damaged beyond repair, Lessee shall pay Lessor its replacement cost, and Lessee's obligations under this Agreement continue for the remainder of the Lease Term.

12. **INSURANCE.** Lessee shall maintain insurance on the Equipment, with losses payable to Lessor, covering fire, theft, collision, and other risks Lessor reasonably specifies, and shall provide proof of coverage upon request.

13. **TAXES, LIENS, AND COMPLIANCE.** Lessee shall keep the Equipment free of liens and encumbrances, shall not act in a way that impairs Lessor's title or rights, shall comply with all laws relating to the Equipment's possession, use, or maintenance, and shall promptly pay all related taxes, fees, and governmental charges, including any penalties or interest.

14. **LESSOR'S REPRESENTATIONS.** Lessor represents that it has the right to lease the Equipment under this Agreement, and that Lessee shall quietly hold and possess the Equipment without interference from Lessor so long as Lessee pays Rent and performs its obligations under this Agreement.

15. **OWNERSHIP.** The Equipment remains the exclusive property of Lessor at all times.

16. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remainder continues in full force. Where limiting an unenforceable provision would make it valid, the provision shall be construed as so limited.

17. **ASSIGNMENT.** Neither this Agreement nor Lessee's rights under it may be assigned without Lessor's prior written consent.

18. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their heirs, legal representatives, successors, and permitted assigns.

19. **GOVERNING LAW.** This Agreement is governed by the laws of the State of _____.

20. **NOTICES.** Notices under this Agreement shall be in writing and sent by certified mail (return receipt requested), postage prepaid, or by overnight delivery, to:

Lessor: _____

Lessee:

Either Party may update its address by providing notice as described above.

21. **ENTIRE AGREEMENT.** This Agreement is the complete understanding between the Parties and supersedes any prior discussion, understanding, or representation, oral or written, relating to its subject matter. It may be modified only in writing, signed by both Lessor and Lessee.

22. **CUMULATIVE RIGHTS.** The rights of Lessor and Lessee under this Agreement are cumulative and not exclusive of one another, unless the law requires otherwise.

23. **WAIVER.** Either Party's failure to enforce a provision of this Agreement does not waive that Party's right to later enforce it. Lessor's acceptance of Rent does not waive Lessor's right to enforce any other provision.

24. **INDEMNIFICATION.** Except for losses caused by Lessor's own acts or negligence, Lessee shall, to the extent permitted by law, indemnify and hold Lessor and Lessor's property harmless from liability for losses, claims, injury, or death of any person (including Lessee), or property damage, arising from Lessee's use or possession of the Equipment, or from the acts of anyone using the Equipment with Lessee's express or implied consent.

25. **ADDITIONAL TERMS AND CONDITIONS.** (Write "None" if there are no additional provisions.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

Lessor's Signature (and title, if applicable)

Print Name: _____ Date: _____

Lessee's Signature (and title, if applicable)

Print Name: _____ Date: _____

This template is provided for general informational purposes only and does not constitute legal advice. Equipment-lease requirements can vary by state; consult a qualified attorney before use.