

CA-COMbel04

## **Machine Lease: any industry; any machine**

**The Lessor:** [name of lessor]

**and**

**The Lessee:** [name of lessee]

**Date:** [Date]

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Schedule 1: The Machine

Schedule 2: The Lease Rentals







5.7. The Lessee agrees that the Machine complies with ■■■■■■■■■■  
■■■■■■■■■ 1 , ■■■■■■■■■■  
■■■■■■■■■ .

5.8. The Lessee agrees to pay the ■■■■■■■■■■  
■■■■■■■■■  
■■■■■ 2 .

OR

5.9. The Lessee shall, within seven days from the Start Date, ■■■■■■■■■■  
■■■■■■■■■ \$ [ 100 ] ■■■■■■■■■■  
■■■■■■■■■ .

5.10. [The Lessee recognises that the Machine is acquired by the ■■■■■■■■■■  
■■■■■■■■■ ] ■■■■■■■■■■  
■■■■■■■■■ .

5.11. All payments which may be due by the ■■■■■■■■■■  
■■■■■■■■■  
■■■■■■■■■ .

5.12. Except so far as provided in this Lease, ■■■■■■■■■■  
■■■■■■■■■  
■■■■■ , ■■■■■■■■■■ .

## 6. Payment and accounts

6.1. All payments to be made by ■■■■■■■■■■  
■■■■■■■■■ , ■■■■■■■■■■ - ■■■■■■■■■■  
■ .

6.2. If any sum payable is not paid when due, the Lessee shall pay to ■■■■  
■■■■■■■■■ , ■■■■■■■■■■  
■■■■■■■■■ [ 10 ]% ■■■■■■■■■■  
■■■■■■■■■ .

## 7. The Security Deposit

7.1. The Lessor confirms that it has [redacted] \$ [redacted]  
[redacted].

OR

7.2. The Lessee has deposited [redacted]  
[redacted]:

7.2.1 a [type [redacted]] [redacted] [redacted];

7.2.2 a share certificate [redacted] [redacted] [redacted] [redacted].

7.3. The Lessor may sell or liquidate the Security [redacted]  
[redacted]  
[redacted].

7.4. If the [redacted]:

7.4.1 within [7] days he [redacted] [redacted]  
[redacted]  
[redacted];

7.4.2 the rights or [redacted]  
[redacted].

7.4.3 the sum used is repayable to the Lessor [redacted]  
[redacted] [4] [redacted]  
[redacted].

## 8. Delivery and possession

8.1. The Lessee [shall/ shall not] be responsible for [list expenses relating  
to [redacted]  
[redacted], [redacted]] [redacted]  
[redacted]  
[redacted] [redacted].

8.2. In the event that the Lessor cannot hand over the possession of the  
Machine to the [redacted]  
[redacted], [redacted], [redacted]  
[redacted]  
[redacted].

8.3. The Lessor shall, at the cost and [REDACTED], [REDACTED]  
[REDACTED].

8.4. Immediately upon possession of the Machine, the Lessee [REDACTED]  
[REDACTED], [REDACTED].

8.5. In the event there is any defect in the Machine, the Lessee shall  
immediately inform the Lessor [REDACTED] [ 48 ] [REDACTED]  
[REDACTED], [REDACTED].

## 9. Lessee's obligations in respect of the Machine

9.1. The Lessee shall [REDACTED]  
[REDACTED].

9.2. The Lessee shall [REDACTED]  
[REDACTED].

9.3. The Lessee shall ensure that the Machine [REDACTED]  
[REDACTED].

9.4. [The Lessee shall not remove the](#) [REDACTED]  
[REDACTED].

9.5. The Lessee shall not make any [REDACTED], [REDACTED]  
[REDACTED].

9.6. The Lessee shall keep and [REDACTED]  
[REDACTED].

9.7. The Lessee shall not purport to sell or sub-[REDACTED], [REDACTED]  
[REDACTED].

9.8. [During the Entire Lease Period,](#) [REDACTED]  
[REDACTED].



- 9.9. The Lessee may operate the [ 40 ] [ / ].
- 9.10. The Lessee shall not allow the Machine to [ ].
- 9.11. If the Machine is lost or damaged, the Lessee shall immediately notify the Lessor. The [ , , ].

## 10. Inspection of the Machine

- 10.1. At any time during the Entire Lease Period, [ ] [ ] .
- 10.2. The Lessor is entitled to inspection upon prior written notice of [7] [ , , ] .
- 10.3. The Lessor will make sure that [ ] .
- 10.4. Such inspection will be performed by [ ] [ ] [ ] .
- 10.5. **The Lessor shall alone responsible for** [ ] [ ] [ ] .
- 10.6. If the inspection reveals any material defect in the [ , ] [ ] [ 30 ] [ ] .
- 10.7. If any inspection reveals material defects, the [ ] [ ] [ ] [ 12 ] [ ] .





# 15. Default by the Lessee and termination

15.1. At any time during Entire Lease Period, this [REDACTED] [REDACTED] [REDACTED] [REDACTED].

15.2. There shall [REDACTED] " [REDACTED] " [REDACTED] :

15.2.1 [REDACTED], [REDACTED] [REDACTED]; [REDACTED]

15.2.2 [REDACTED], [REDACTED], [REDACTED] [REDACTED], [REDACTED].

15.2.3 [REDACTED] [REDACTED] [REDACTED] [REDACTED] 2, [REDACTED]

15.2.4 [REDACTED] [REDACTED] [REDACTED], [REDACTED]

15.2.5 [REDACTED]; [REDACTED]

15.2.6 [REDACTED]; [REDACTED]

15.2.7 [REDACTED].

15.3. [REDACTED], [REDACTED] [REDACTED].

15.4. When an Event of Default happens:

15.4.1 this Lease terminates automatically;

15.4.2 the Lessee must inform the Lessor immediately;

15.4.3 [REDACTED] - [REDACTED];





..... [ .....  
.....]. .....  
.....

18.5. .....  
.....  
.....

## 19. Indemnity

..... ,  
..... :

19.1. his failure to comply with the law;

19.2. his breach of this agreement;

19.3. .... , ..... ,  
..... ;

19.4. .....  
..... ;

19.5. .....  
..... , .....  
.....

## 20. Miscellaneous matters

20.1. .....  
..... , .....  
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20.2. ..... , .....  
..... , .....  
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20.3. .....  
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..... , ..... , .....  
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20.11. ....  
.....  
.....

20.12. .... , .....  
..... [ ..  
] .....  
.....

[ ..... ]

**Signed by** [director name] on behalf of [company name] as its / its representative who personally accepts liability for the proper authorisation by [company name] to enter into this agreement.

**Signed by** [director name] on behalf of [company name] as its / its representative who personally accepts liability for the proper authorisation by [company name] to enter into this agreement.

..... [ ..... ] ..... [ ..... ]  
..... / .....  
..... [ ..... ] .....

*OR*

[ ..... ]  
..... ]

**Signed by** [Lessor name]

**Signed by [Lessee name]**

**Signed by [name] the Guarantor**

## **Schedule 1: The Machine**

*[Enter complete description of the Machine]*

Location:

Area:

Size:

Details of machines installed:

Fixtures:

## Schedule 2: The Lease Rentals

[ .....  
..... ]

# Explanatory notes:

**Machine Lease: any industry, any machine**

## General notes

In this template we have provided a practical legal framework. You may need to add regulatory obligations relevant only in your industry. Examples may be: compulsory insurance; tax or import arrangements, ■■■■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■.

## Paragraph specific notes

Notes numbering refers to paragraph numbers.

### 1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■■■■■■■■■■  
■■■■■■■■■■.

By all means, use the find/replace function in your word processor to change them. If you do change a defined term, make sure it ■■■■■■■■■■  
■■■■■■■■■■.

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the ■■■■■■■■■■  
■■■■■■■■■■.

### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose. ■■■■■■■■■■  
■■■■■■■■■■.

### 3. Lessee's warranties for authority

This paragraph prevents the lessee from saying later that it was not aware of some circumstance detrimental to the lessor or which may cause a breach of the lease. It is more important when ■■■■■■■■■■  
■■■■■■■■■■.





..... - .....  
.....  
..... , .....  
..... .

The guarantee provisions in this .....  
.....  
..... .

**15. Default by the Lessee and termination**

The problem with any default provision is .....  
.....  
..... .

It is important for the lessor to step in to terminate the lease if something  
should go .....  
..... , .....  
..... , .....  
..... , .....  
..... .

What event you .....  
..... .

**16. Consequences of termination**

These provisions simply tie .....  
..... .

**17. Limitation of liability**

This is clearly important. The first .....  
.....  
.....  
.

Assuming it will apply to both parties, .....  
..... - .....  
..... , ..... .

The second part of this paragraph effectively limits a claim to one based  
directly on the ..... \$ 50 ,  
000 , ..... - ..... 1 , .....  
.....



.....  
..... \$ 50 , 000 .

**18. Assignment**

This paragraph .....  
..... .

**19. Indemnity**

We suggest no edits.

**20. Miscellaneous matters**

A number of special points. We have identified each of these as important to  
.....  
..... , ..... .  
..... , ..... .  
.....  
..... .

## End of notes