CA-COMbel06

Office equipment lease agreement

The Lessor: [name of lessor]

And

The Lessee: [name of lessee]

Date: [Date]

Contents

1. Definitions
2. Interpretation
3. Lessee's warranties for authority
4. Lessor's warranties and exclusions
5. The Lease
6. Payment & accounts
7. The Security Deposit
8. Delivery and possession
9. Lessee’s obligations in respect of the Office Equipment
10. Buy out of Lease
11. The Guarantor
12. Default by the Lessee and termination
13. Consequences of termination
14. Intellectual Property rights
15. Indemnity
16. Miscellaneous matters

Schedule 1: The Office Equipment
Schedule 2: The Lease Rentals

This agreement is dated: [date]

The Lessor is: [name] ■ ■ ■ ■ [■ ■ ■ ■]

The Lessee is: [name] ■ ■ ■ ■ [■ ■ ■ ■]

The Guarantor is: [name] ■ ■ ■ ■ [■ ■ ■ ■]

It is now agreed as follows:

1. Definitions

These definitions apply unless the context ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

Entire Lease Period: mean the Initial Lease Period together with any Subsequent Lease Period or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to a person includes a human individual, a corporate entity and any organisation ■ ■ ■

4. Lessor's warranties and exclusions

The Lessor warrants that:

4.1. he is the owner of the Office Equipment;

4.2. the Office Equipment is [new and [redacted]] [redacted], [redacted], [redacted];

4.3. there is no right of [redacted];

4.4. The Lessor, not being the [redacted], [redacted]:

4.4.1 any defect that may be [redacted];

4.4.2 any future [redacted];

4.4.3 all repairs and replacements of the [redacted].

5. The Lease

5.1. This Lease commences on [date].

5.2. The Initial Lease Period is [3 years].

5.3. Each Subsequent Lease Period shall be for a further [redacted] [[redacted]] [redacted].

5.4. This Lease shall continue in full force [redacted].

5.5. The Lessee may extend the Lease for a Subsequent Lease Period by giving notice in writing to the Lessor at least three months before the [redacted]. [redacted] [25] % [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted].

5.6. By this Lease, the Lessor lets and the Lessee takes the [redacted].

5.7. The Lessee agrees that the Office Equipment complies [redacted] 1 , [redacted].

5.8. The Lessee agrees to pay the [redacted] 2 .

OR

5.9. The Lessee shall, within seven days from the date of [redacted] , [redacted] $[100] [redacted].

5.10. The Lessee recognises that the Office Equipment is acquired by the [redacted].

5.11. All payments which may be due by the [redacted].

5.12. Except so far as provided in this Lease, the [redacted] , [redacted].

6. Payment and accounts

6.1. All payments to be made by [redacted] , [redacted] - [redacted] .

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

© Andrew Taylor and Net Lawman Ltd

[redacted] [10]% [redacted] .

7. The Security Deposit

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

OR

7.2. The Lessee has deposited [redacted] :

7.2.1 any [[redacted]] [redacted] [[redacted]];

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

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

7.4. If the [redacted] :

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

7.4.2 the rights or [redacted] ;

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

8. Delivery and possession

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

© Andrew Taylor and Net Lawman Ltd

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

8.3. Immediately upon possession of the Office Equipment, the Lessee [redacted], [redacted].

8.4. In the event there is any defect in the Office Equipment, the Lessee shall immediately inform the Lessor [redacted]. [redacted] [48] [redacted], [redacted].

9. Lessee's obligations in respect of the Office Equipment

9.1. The Lessee may [redacted].

9.2. The Office Equipment shall [redacted] [[redacted]].

9.3. The Lessee shall ensure that the Office Equipment is operated only [redacted] [[redacted]].

9.4. The Lessee shall keep [redacted], [redacted].

9.5. The Lessee shall not remove or alter any component of the Office [redacted].

9.6. The Lessee shall not sell, [redacted] - [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

9.7. During Entire Lease Period, if Total Loss occurs, the Lessee shall immediately notify the Lessor. [redacted] .

9.8. [The Lessee shall ensure [redacted]].

10. Buy out of Lease

10.1. At any time during the Initial Lease Period, the Lessee shall have the option to [redacted] $[[redacted]]. [redacted] , [redacted] , [redacted] :

10.1.1 hand over the possession of [redacted] ; [redacted]

10.1.2 at the Lessor's request, sell the Office Equipment [redacted] , [redacted] ; [redacted]

10.1.3 (if the parties are in agreement) [redacted] .

10.2. Upon payment of any money in accordance with [redacted] , [redacted] .

11. The Guarantor

The Guarantor agrees:

11.1. that his obligations are made to the Lessor for [redacted] .

© Andrew Taylor and Net Lawman Ltd

11.2. that if the Lessee assigns his interest without having [redacted] .

11.3. that any variation to the terms of [redacted] .

11.4. to indemnify the Lessor against all losses incurred as a result of any failure by the Lessee to comply with [redacted] . [redacted] , [redacted] , [redacted] .

11.5. to make payment under this indemnity to the Lessor [redacted] [28] [redacted] .

11.6. to use his best endeavours to [redacted] .

11.7. The Guarantor shall be liable for all expense relating to [redacted] .

12. Default by the Lessee and termination

12.1. [redacted] , [redacted] [[redacted]] [redacted] .

12.2. [redacted] " [redacted] " [redacted] :

12.2.1 [redacted] , [redacted] ;

© Andrew Taylor and Net Lawman Ltd

12.2.2 [redacted] 2 ;

12.2.3 [redacted] ;

12.2.4 [redacted] ; [redacted] , [redacted] , [redacted] ; [redacted] ;

12.2.5 [redacted] ;

12.2.6 [redacted] , [redacted] ;

12.2.7 [redacted] , [redacted] .

12.3. [redacted] , [redacted] .

12.4. When an Event of Default happens:

12.4.1 this Lease terminates automatically;

12.4.2 the Lessee must inform the Lessor immediately;

12.4.3 [redacted] - [redacted] ;

12.4.4 [redacted] .

13. Consequences of termination

[redacted] , [redacted] :

© Andrew Taylor and Net Lawman Ltd

13.1. [redacted] [14] [redacted].

13.2. [redacted].

13.3. all obligations of the Guarantor remain unaffected.

13.4. [redacted].

13.5. [redacted].

13.6. [redacted].

13.7. [redacted].

14. Intellectual Property rights

[[redacted] ([redacted]). [redacted]].

14.1. [redacted].

© Andrew Taylor and Net Lawman Ltd

14.2. [redacted]

15. Indemnity

[redacted]:

15.1. his failure to comply with the law;

15.2. his breach of this agreement;

15.3. [redacted];

15.4. [redacted];

15.5. [redacted].

16. Miscellaneous matters

16.1. [redacted].

16.2. [redacted].

16.3. [redacted].

© Andrew Taylor and Net Lawman Ltd

[redacted].

16.4. [redacted].

16.5. [redacted], [redacted].

16.6. [redacted].

16.7. [redacted] - [redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted] - [redacted] - [redacted]: [redacted] 24 [redacted] - [redacted].

16.8. [redacted], [redacted].

16.9. [redacted], [redacted], [redacted]..

16.10. [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted], [redacted].

16.11. [redacted].

16.12. [redacted], [redacted] [[redacted]] [redacted].

[[redacted]]

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.

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

OR

[[redacted]]

Signed by [Lessor name]

© Andrew Taylor and Net Lawman Ltd

Signed by [Lessee name]

Signed by [name] the Guarantor

© Andrew Taylor and Net Lawman Ltd

Schedule 1: The Office Equipment

[Enter complete description of the Office Equipment]

© Andrew Taylor and Net Lawman Ltd

Schedule 2: The Lease Rentals

[[redacted]]

© Andrew Taylor and Net Lawman Ltd

Explanatory notes:

Office equipment lease agreement

General notes:

This template has been drawn for the lease of any office equipment like computer hardware or any other technological equipment like a telephone system used for business purposes. A very small number of provisions require these. It can ■ ■ ■

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

[redacted] " [redacted] ").

7. The Security Deposit

This paragraph is entirely optional of course. If you insist on a guarantor, you may not need security. If you do want to [redacted] , [redacted] . [redacted] , [redacted] .

8. Delivery and possession

We have no comments. If you do not positively [redacted] , [redacted] .

9. Lessee's obligations in respect of the Office Equipment

A set of commercial provisions. The level to which usage, repairs and maintenance must be maintained is [redacted] . [redacted] .

10. Buy out of Lease

This too depends on what is your deal. The question of buy-out is entirely optional. [redacted] - [redacted] , [redacted] . [redacted] . [redacted] .

11. The Guarantor

Whether a guarantor is required is entirely a commercial decision. A guarantor could be an individual or a company. We suggest that in the [redacted] , [redacted] . [redacted] , [redacted] . [redacted] , [redacted] .

© Andrew Taylor and Net Lawman Ltd

The guarantee provisions in this [redacted].

12. Default by the Lessee and termination

The problem with any default provision is [redacted].

It is important to make clear that if the lessee becomes insolvent, [redacted].

What event you [redacted].

13. Consequences of termination

These provisions simply tie [redacted].

14. Intellectual Property rights

This paragraph is relevant only if the leased goods [redacted].

15. Indemnity

We suggest no change.

16. Miscellaneous matters

A number of special points. We have identified each of these as important to [redacted].

End of notes

© Andrew Taylor and Net Lawman Ltd