



We Keep the Party Moving!

Portable Pub

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Equipment Rental Lease Agreement

This Agreement is entered into by and between **Portable Pub LLC** hereinafter "Lessor" and _____, hereinafter "Lessees" for the purposes herein stated.

The undersigned do hereby covenant, contract and agree as follows:

1. LEASE AGREEMENT: Lessor hereby leases unto Lessees and Lessees hereby rent from Lessor the machinery, equipment and other personal property, hereinafter referred to collectively as equipment, described in the attached Schedule 1.
2. DELIVERY AND ACCEPTANCE: Upon acceptance by Lessees of the leased equipment which acceptance shall be identified by Lessees taking possession of the property herein leased, such acceptance shall acknowledge that the equipment is in good order and condition and that Lessees are satisfied with same and that Lessor has made no representation or warranty, expressed or implied, with respect to such item of equipment. All equipment is leased unto Lessees in an "as is" condition.
3. TERM: The term of this lease shall be for a period of twelve months commencing on ___ Jan 1st _____, 20____, at _____am/pm and continuing until _____, 20 ____ at ____am/pm where lease will terminate.
- 3a. COST: The Lessees agrees to the following deposit (refundable if returned in same condition as received, final check list completed) and payment total below, full balance on equipment will be paid 7 days prior to rental term above. Security Deposit is nonrefundable if Lessees cancel rental.

Security Deposit \$ 500

Rental Option \$ _____

Additional Cost (not included in rental option above)

\$ _____

TOTAL AMOUNT DUE; _____

4. TITLE TO EQUIPMENT: Lessor represents that he owns all equipment leased herein free and clear of all liens.

5.) USE OF LEASED PROPERTY: Lessees may use the leased property at its location located at _____, and in no other place. If the leased property is moved from the premises located at _____, Lessees shall be in default and Lessor may, at his option, terminate this lease and demand all lease payments through the end of the term of this lease and regain possession of the equipment leased.

6. MAINTENANCE AND REPAIR: All maintenance and repair costs to the leased equipment shall be paid by Lessees and Lessor is hereby relieved from any responsibility to maintain or repair said equipment, all said equipment being leased in an "as is" condition.

7. INSURANCE AND RISK OF LOSS: Lessees has signed and agreed to the Waiver of Rights and will assume all responsibility for claims for the time period of the equipment lease.

8. DAMAGE TO EQUIPMENT; DESTROYED OR STOLEN EQUIPMENT: Lessees shall be responsible for repairing any damaged item of leased equipment at its cost.

9. LESSOR'S INDEMNIFICATION: Lessees shall indemnify, protect and hold harmless the Lessor, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of leased equipment, regardless of where, how and by whom operated. Lessees shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnifications and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise for any such claims made or accruing during the term of this lease.

10. ASSIGNMENT AND SUBLEASE: Lessees may not assign or sublease the equipment without the written consent of Lessor.

11. LESSOR'S WARRANTY: Lessor makes no warranties unto Lessees for the sale of the equipment all equipment being leased in its "as is" condition.

12. LESSEES' DEFAULT: Time is of the essence under this agreement and any of the following events shall constitute defaults on the part of Lessees hereunder.

(a) any breach or failure of Lessees to observe or perform any of its obligations under this lease.

Upon the occurrence of any default Lessor may exercise this option without notice to or demand on the Lessees and thereupon all equipment and rights of Lessees therein shall be surrendered unto Lessor; upon default, Lessor may take possession of the equipment where found with or without process of law in court, may enter upon the leased premises without liability for suit, action, or other proceedings by Lessees and remove same; hold, sell, lease or otherwise dispose of the equipment or keeping of any of them as Lessor so chooses without effecting the obligation of Lessees as providing by this agreement; collect all unpaid lease payments due without prejudice to Lessor's right to regain possession of the equipment.

Lessees _____ Date _____

Lessees _____ Date _____

Lessor (Managing Member) _____ Date _____