

McKenzie Scaffolding (Lessor) hereby leases to

_____ (Lessee)

the following equipment: _____



Lessee will pay the sum of \$_____ per _____ as rental for the Equipment. Lessee has paid \$_____ as a security deposit. That amount will be credited toward the rental charges or toward the cost of any damages or destruction to the Equipment arising from Lessee's use of the Equipment. Rental charges shall begin on the date that Lessee takes possession of the Equipment and shall continue until all Equipment is returned to Lessor.

This Lease is subject to the following terms and conditions:

1. The Equipment shall at all times remain the exclusive property of Lessor and shall not be transferred, leased or assigned to any party other than Lessee.
2. This Lease shall not be transferred, subleased or assigned to any other party by Lessee.
3. Lessee will exercise the highest degree of care for the Equipment and shall be responsible for any damage or destruction of the Equipment. Lessee agrees to erect, maintain and use the Equipment in a safe and proper manner and in conformity with all laws and ordinances and in conformity with the written Safety Regulations provided by Lessor.
4. Lessor shall at all times have free access to Lessee's premises or any other location where the Equipment is being used during business hours for the purpose of inspecting the Equipment or watching its use and operation. Lessor reserves the right to terminate this Lease and recover the Equipment from the possession of Lessee on 24 hours written notice if, upon inspection, Lessor finds that the Equipment is in any manner being abused, neglected or used beyond its capacity.
5. Lessor shall have no responsibility or liability for any accidents, injuries, claims, damages, losses, costs, expenses, obligations or liabilities of any kind (collectively referred to as "Liabilities") arising from or relating to Lessee's use of the Equipment. Lessee shall hold Lessor harmless and indemnify Lessor and Lessor's members, owners, employees and agents from any and all Liabilities arising from or relating to Lessee's use of the Equipment, including but not limited to any Liabilities claimed by any third party.
6. Upon the termination in any manner of this Lease, Lessor shall be entitled to the immediate possession of the Equipment and Lessee agrees to immediately deliver the Equipment to Lessor, complete and in good order and condition. In the event that Lessee fails to do so, Lessor may take the Equipment into Lessor's possession and for that purpose may enter the premises of Lessee or other location where the Equipment is located and remove the Equipment, in which event Lessee waives any claim of trespass or right of action by reason of such removal.
7. Lessee's liability for rental payments and for the condition of the Equipment shall continue until the Equipment is delivered to Lessor.
8. No waiver by the Lessor of any condition of this Lease shall be construed to operate as a waiver of any subsequent nonperformance, violation or default.
9. In the event of any suit or action to collect rental obligations owed by Lessee or to recover possession of the Equipment or to recover damages from the Lessee on account of Lessee's breach of this Agreement, Lessor shall be entitled to recover its reasonable attorney fees incurred therein, including any appeal. This Lease shall be governed by and enforced in accordance with the laws of the state of Oregon. Venue of any legal proceeding shall be in Lane County, Oregon.
10. Lessee has inspected the Equipment and acknowledges that at the time of delivery to Lessee the Equipment was in good order and repair and was fully adequate and sufficient for the purposes for which it was intended. Lessee accepts the Equipment AS IS.
11. Lessor is not the manufacturer of the Equipment. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY COMPENSATORY, CONSEQUENTIAL OR INCIDENTAL DAMAGES.
12. Lessee acknowledges that Lessor has made no representations, warranties or promises with regard to this Equipment that are not contained in this Agreement. Lessee represents and acknowledges that the Equipment is being leased for commercial use and not for personal, family or household purposes.
13. This Equipment Lease comprises the entire understanding between the parties. The parties acknowledge that there are no understandings, representations, warranties, agreements or promises which are not expressly set forth in this Lease.

LESSOR: _____

McKenzie Scaffolding

LESSEE: _____

Name: _____

Address: _____

PERSONAL GUARANTEE: If the Lessee is a corporation or limited liability company, the undersigned guarantor(s) hereby unconditionally guarantees the performance of each and every obligation of Lessee as set forth in this Equipment Lease.