



EQUIPMENT LEASE AGREEMENT

This Agreement is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and provides the terms and conditions for the leasing by Mobius Communications Co. ("Company") of certain types of equipment for Customer as specified below.

Customer: \_\_\_\_\_
Trade Name (if any): \_\_\_\_\_
Name of Contact Person (if business): \_\_\_\_\_
Billing Address: \_\_\_\_\_
Installation Address: \_\_\_\_\_
Telephone Number: \_\_\_\_\_

The following equipment will be leased by the Customer ("Leased Equipment"):
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

The Leased Equipment [ ] will / [ ] will not be installed by the Company.

Initial Term of Lease: \_\_\_\_\_ months
Monthly Lease Payment: \_\_\_\_\_
Monthly Tax Payment: \_\_\_\_\_
Total Monthly Payment: \_\_\_\_\_
Security Deposit Amount: \_\_\_\_\_

READ TERMS AND CONDITIONS. Do not sign this Agreement before you read the terms and conditions appearing on the reverse side and accept the stated terms. This lease is subject to the terms and conditions appearing on the reverse side hereof. Customer acknowledges receipt of a copy of this Agreement. This Agreement is subject to acceptance by Mobius Communications Co. Notice of acceptance is hereby waived by Customer.

CUSTOMER: MOBIUS COMMUNICATIONS CO.
By: \_\_\_\_\_ By: \_\_\_\_\_
Printed Name: \_\_\_\_\_ Name: \_\_\_\_\_
Title: \_\_\_\_\_ Title: \_\_\_\_\_
Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

**Monthly Billing.** The Company will include on the Customer's regular Mobius bill the appropriate charges for the Leased Equipment.

**Maintenance.** The Company will provide necessary maintenance and follow-up installation services relating to the Leased Equipment leased by Customer pursuant to this Agreement. This service consists of services at Customer's location initially to operationalize the Leased Equipment and maintenance thereafter, provided that Customer reports any Leased Equipment failure to the Company immediately, and that such failure is not the result of modification, abuse or negligent handling of the Leased Equipment by persons other than the Company personnel.

**Taxes.** Customer shall pay all applicable taxes. Customer shall pay with each lease payment and subsequent telephone service payments, the amount of any sales or transaction tax on the lease transaction and telephone service, if applicable.

**Security Deposit.** At the time of execution of the Agreement, customer agrees to pay a security deposit (if required). Upon return of the Leased Equipment undamaged to the Company and the payment of all charges due the Company, the security deposit will be returned to the customer.

**Use by Leased Equipment.** Customer shall use the Leased Equipment in a careful and proper manner and shall comply with and conform to all laws, rules, ordinances and regulations that relate in any way to the possession and use of the Leased Equipment.

**Lease is for Equipment.** This lease covers Leased Equipment (such as telephones and key systems) only. It does not cover charges for your local or long distance telephone service or for the telephone wires running into your premises. If you terminate this lease, your local and long distance services will not be affected.

**Customer Responsible for Damage.** Customer shall be responsible for preventing the loss, theft or physical damage of the Leased Equipment.

**Duration of Lease and Termination.** Following the completion of the initial lease term, unless otherwise terminated, this lease shall continue on a month-to-month basis. If the customer chooses to terminate the lease during the initial term the customer shall pay the lease payments for the initial term of the lease. After the initial lease term, the Customer or the Company may terminate the lease at any time by providing the other party two months written notice of their decision to terminate the lease.

**Return of Leased Equipment at Termination.** When the lease is terminated the customer is responsible for returning the Leased Equipment to the Company.

**No Sale.** The Leased Equipment is not for sale. There is no option to purchase the Lease Equipment under this agreement.

**Liens.** Customer shall keep the Leased Equipment free and clear of all levies, liens, and encumbrances. Customer shall not assign, transfer or pledge this lease or the Leased Equipment.

**Assignment.** It is understood that the Company may assign this lease or mortgage the Leased Equipment.

**Disclaimer of Warranties.** THE COMPANY IS NOT THE MANUFACTURER OF THE LEASED EQUIPMENT NOR AN AGENT OF THE MANUFACTURER, AND MOBIUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, MERCHANTABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF THE LEASED EQUIPMENT, THE MATERIALS OR WORKMANSHIP OF THE LEASED EQUIPMENT, NOR ANY WARRANTY THAT THE LEASED EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT.

**Limitation of Liability.** THE COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE LEASED EQUIPMENT, OR FROM ANY OTHER CAUSE WHETHER BASED ON EXPRESS OR IMPLIED WARRANTY, TORT OR CONTRACT. IN NO CASE SHALL THE COMPANY BE LIABLE FOR AN AMOUNT GREATER THAN THE LEASE PAYMENTS MADE BY THE CUSTOMER UNDER THIS AGREEMENT.