



COMMERCIAL WAREWASHING,
CLEANING & LAUNDRY PRODUCTS



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25 Commercial Drive, Unit 3A - Brentwood, New Hampshire 03833

LEASE AGREEMENT

Summit Supply ("Lessor"), hereby enters into this Lease Agreement with:

1. Lessee agrees to the following payment terms:

- \$ _____ **Deposit** due at time of signing of lease agreement
- \$ _____ **per month** due thereafter, beginning _____

2. The equipment covered shall be an American Dish Service (ADS) **Model(s)**

3. The equipment described above will be located at the following address & phone number:

4. Lessee is a: **Sole Proprietorship** **Partnership** **Corporation**, which represents to Lessor that it **Is** **Is Not** the owner of the premises at which the equipment will be installed.

5. This Agreement is to continue for months from the date the equipment is installed, and shall automatically renew from year to year thereafter on the terms and provisions thereof unless either party gives written notice of its intention to terminate at least sixty (60) days prior to the expiration date of the then-current term.

TERMS AND PROVISIONS

1. Upon delivery, Lessee agrees to execute Lessor's standard form of delivery receipt. Lessee will, at its own expense (a) provide the space, electrical outlet, water out line, and drain to accommodate the installation of the equipment and obtain all permits necessary for the installation and operation of the equipment, and (b) install, or cause to be installed, the equipment within fifteen (15) days after it is delivered.

2. The Service that will be provided by Lessor consists of (a) parts and service as necessary to maintain the equipment in satisfactory working condition. The Lessor will not be responsible for problems created by lack of hot water, lack of soft water, abuse of the equipment, or failure to perform minimum cleaning requirements on the equipment. All services to be provided by Lessor under this Agreement may be provided by an authorized representative of the Lessor.

3. Title to the equipment shall remain with, and the equipment shall be the sole property of Lessor.

4. Lessee agrees to maintain adequate plumbing drainage for the equipment, and that it will not charge, alter, or repair the equipment, or use any detergents, sanitizers and drying agents in the operation of the equipment except those supplied by Lessor or approved by Lessor in writing for use in the equipment, without Lessor's written consent. Lessee shall be liable for any loss, damage or injury caused to the equipment by the wilful action of Lessee or its agents or employees.

5. Lessee's rights under this Agreement shall terminate at the option of Lessor and Lessor shall have the right to take immediate possession of the equipment, (a) upon expiration of the initial or any renewal term, or (b) in the event of a default by lessee in the performance of any of its promises contained herein, or (c) if Lessee is a voluntary or involuntary party to any proceeding under the Federal bankruptcy laws or any state insolvency laws, or (d) if Lessee makes an assignment for the benefit of its creditors.

6. Lessee and Lessor each mutually agree that neither shall be liable to the other or its insurer for accidental property damages to or caused by the equipment, except where negligence by either party caused the damage, and each hereby waives all rights of subrogation that either may have against the other therefore, Lessor shall not be liable for consequential damages to Lessee (or to any other person) by reason of its failure to perform its promises herein contained, or for any loss or damage for delays or otherwise incurred ,as a result of material shortages, manufacturing delays, transport problems, and any causes beyond Lessor's reasonable' control.

7. Lessee represents that it has full right and authority to enter into this Agreement.

Date: _____
Thomas Kunysz, Summit Supply

Date: _____
Authorized Agent