



Equipment Lease

David E. Larkin
President

This lease, effective as stated below, is between The Baltimore Tent Company, as LESSOR, and _____, as LESSEE, LESSOR leases to LESSEE the tents, awnings, and other equipment for the term and conditions set forth below.

Quantity	Description	Price
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Total Rental Rate	_____
Tax	_____
Subtotal	_____
Security Deposit	_____
Total Due on Delivery Date	_____

Term of Lease: Commence at _____ AM/PM on _____, 19_____.
Terminate at _____ AM/PM on _____, 19_____.

The equipment shall be delivered and set up at the following location:

Special instructions for delivery:

LESSEE agrees to provide adequate and open access to the site to permit LESSOR to deliver and set up the equipment and to take down the equipment within the time set forth above. The equipment is leased for term stated and if LESSEE retains the property after expiration of that time period for any reason, such retention shall be construed as a continuance of this lease, at two times the same rental, and under the same terms, until the property is returned to LESSOR.

LESSEE agrees to keep the property in the same condition as when received, ordinary wear and tear excepted. LESSEE acknowledges that LESSEE has been instructed in and fully understands the safe operation of the leased equipment and agrees to observe all safety precautions. LESSEE agrees to pay LESSOR, on return of the leased equipment, for all charges incidental to breakages, shortages, or damage, ordinary wear and tear excepted, to the leased equipment during the term of this lease. The security deposit, less any amount for damages, shall be returned within 5 days of the takedown of equipment. In the event that any damage or loss exceeds the amount of the security deposit, the LESSEE shall promptly pay all such charges. In the event that LESSEE does not make payment, LESSEE shall be responsible for interest at the maximum legal rate, court costs, and reasonable attorney fees.

In the event that LESSEE fails to observe any safety precautions, or otherwise uses or permits the equipment to be used in an unsafe manner, or other than for the purposes stated, the LESSOR may enter the premises and remove the equipment forthwith. *****SEE Reservation and Disclaimer below.** LESSEE agrees to keep the leased equipment in LESSEE's custody and not to sublease or rent the equipment nor move or attempt to move the equipment from its location.

LESSEE acknowledges that the leased equipment is of a size, design, and capacity selected by LESSEE. LESSOR is not a manufacturer of this equipment or a dealer in similar equipment and has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the leased equipment.

LESSEE shall indemnify, defend, and hold harmless LESSOR from any and all liabilities, obligations, assessments, suits, actions, claims or demands, whether accrued, contingent, or otherwise asserted against the LESSOR in respect of any liability or obligation arising from this lease, and in respect of any judgments, damages, losses, costs, expenses, and fees (including reasonable attorney's fees) sustained or suffered or incurred by the LESSOR on account of or by reason of any such manner or incident for which LESSOR is entitled to indemnification.

This lease constitutes the full agreement between LESSOR and LESSEE. Time is of the essence of this agreement. The receipt of the leased equipment in good order and repair is acknowledged by LESSEE.

*****Reservation and Disclaimer**

LESSOR reserves the right in its absolute discretion to not erect or to take down and remove any tents, awnings, or other equipment in the event that conditions are deemed to be unsafe or dangerous.

THE BALTIMORE TENT COMPANY

LESSEE

DATE