

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (“Agreement” or “Lease”) is made and entered into by and between STAHLION, LLC, of 8 Dale Lane, Laurel, Montana 59044 (“Owner”) and undersigned Renter. In consideration of the mutual promises and covenants herein described, together with all rental and other fees to be paid, Owner agrees to lease to Renter the equipment identified below, subject to the additional Terms and Conditions set forth on Exhibit A hereto:

RENTER: _____ DATE: _____
(Printed Company Name) (Effective Date)

Address: _____

Place of Use Address: _____ Email: _____

Phone: _____

Equipment: _____

Term: from _____ until _____

Rent: \$ _____ per week/month (circle one) per monitor.

Exhibit A: The additional provisions, terms and conditions set forth on Exhibit A hereto are hereby incorporated herein as an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date set forth above.

OWNER: STAHLION LLC.

RENTER:

(Company)

By _____
(Printed Name)

(Signed Name)

Position _____
(Title)

EXHIBIT A

Terms and Conditions

1. **Rental.** During the term of this Lease, Renter shall pay Owner a rental rate as set forth above (the "Rent"). Rent payments shall be paid in full upon Renter receiving invoice from Owner. Rent payments shall be due whether or not Renter has received any notice that such payments are due. Rent payments shall be paid to Owner at its address set forth above or as otherwise directed by Owner in writing.
2. **Shipping.** The cost and expense of shipping the Equipment to Renter and returning the Equipment to Owner shall be in addition to the Rent set forth above. A "return shipping label" shall be delivered with the Equipment to Renter for use in returning the Equipment to Owner, except for long-term rentals in which case the Owner can provide a return shipping label to Renter upon request. Renter can choose to ship back at their convenience if so desired, in which case "return shipping label" shall not be required. Delivery to Renter and return to Owner shall be at the Renter's sole risk.
3. **Use of Equipment.** Renter agrees that Renter shall keep the Equipment in accordance with the manufacturer's recommended specifications; shall use the Equipment lawfully; and shall use the Equipment in compliance with any existing manufacturer's service and warranty requirements and any insurance policies applicable to the Equipment. Renter further agrees to use the Equipment in a careful and prudent manner and to restrict its use only to Renter's authorized personnel. Renter will obtain and maintain all permits, licenses and registrations necessary to lawfully operate the facility where the Equipment is located. Renter shall comply with all applicable environmental and industrial hygiene laws, rules and regulations (including but not limited to federal, state, and local environmental protection, occupational, health and safety or similar laws, ordinances and restrictions). Renter shall not pledge or encumber the Equipment in any way. In addition to the foregoing:
 - a. **Calibration.** Owner shall calibrate the Equipment before the first-time use and then on a regular schedule, depending on use and sensor exposure to poisons and contaminants. Owner recommends calibrating at least once every 180 days.
 - b. **Bump Test.** Renter agrees to bump test the Equipment before each day's use to confirm the Equipment is working properly and their ability to respond to gas by exposing the detector to a gas concentration that exceeds the alarm setpoints. Renter agrees to manually verify that the audible and visual alarms are activated. Owner recommends that Renter engage Owner to calibrate the Equipment if the readings are not within the specified limits.
 - c. **No Tampering.** Renter agrees that Renter, its agents or representatives, will not tamper with the Equipment. Tampering and/or substitution of components may impair intrinsic safety.
 - d. **Authorized Personnel.** Owner recommends and Renter agrees that the Equipment will be operated and serviced by qualified personnel only. Owner recommends and Renter agrees to read and understand the user manual completely before operating.
 - e. **Charging.** Renter agrees to charge the detector before first time use. Owner recommends and Renter agrees to charge the detector after every workday used.
 - f. **Hazards.** The Equipment warns of hazardous gas at levels above or below user-defined alarm setpoints. The Equipment is a personal safety device. Renter acknowledges and understands that it is Renter's responsibility to respond properly to the alarm and that Owner is not responsible for improper response to alarms.
4. **Maintenance and Care of Equipment.** Renter agrees to keep the Equipment in good repair and operating condition and shall pay all expenses of maintaining and repairing the Equipment. Expenses of repair shall include labor, material and parts. Renter shall not permit or allow the Equipment to be subject to careless or needless rough usage. Renter shall immediately give Owner notice of any accidents, damages, or like information concerning the Equipment. The Renter shall pay the Owner full compensation for replacement of any Equipment which is not returned because it is lost or stolen. In the event the Equipment fails to operate in accordance with the manufacturer's specifications and operating instructions, Owner will provide replacement Equipment as soon as possible, subject to the terms and provisions of this Agreement. Renter shall take care not to use cleaning agents or products on equipment that may damage sensors or other parts. Any cleaning necessary shall be done with a damp cloth.
5. **Alterations.** Renter shall not alter or change the Equipment without obtaining Owner's prior written consent. All additions to and improvements of the Equipment of any kind shall immediately become the property of Owner and be subject to the terms of this Lease.
6. **Location of Equipment.** Renter shall not remove the Equipment from the address of Renter, or the location shown herein as the place of use of the Equipment, without the prior written consent of Owner or as otherwise set forth in this Agreement. Upon demand by Owner, Renter shall inform Owner of the exact location of the Equipment while it is in Renter's possession.
7. **Ownership.** Title to the Equipment shall at all times remain in Owner. Renter shall have only the rights of a lessee to retain possession of the Equipment pursuant to the conditions of this Lease.
8. **Inspection.** Renter, upon reasonable notice, agrees to allow Owner or Owner's representatives at any reasonable hour to enter Renter's premises where the Equipment is stored or used to locate and inspect the state and condition of the Equipment.
9. **Fees.** Renter shall pay when due and before they become delinquent all applicable license, registration and other fees or taxes, if any, which are specifically attributable to Renter's use of the Equipment during the term of this Lease, and shall have an ongoing duty during the term of this Lease to furnish to Owner satisfactory proof by notice to Owner that such payments have been made before they become delinquent.
10. **Purchased Gas.** In the event Renter purchases any gas used to operate the Equipment, the price for the gas shall include any sales tax, use tax or similar tax imposed by any taxing authority measured solely by the amount paid by Renter hereunder with respect to gas sold and required to be paid by Owner as a result of such sale.
11. **Insurance.** Renter, at its own expense, shall carry public liability insurance, in such amounts and with such companies as Renter shall deem appropriate and as Owner may approve, to insure against any occurrence for bodily injury, including death, and for property damage, and shall keep all Equipment insured at its full value against all risk or physical damage. Such policies of insurance shall, if Owner requests, name Owner as an additional insured, and shall not be cancelable without thirty (30) days prior written notice to Owner. Except as otherwise expressly provided herein, no loss of or damage to the Equipment shall impair any obligation of Renter hereunder, and all such obligations shall continue in full force and effect unless otherwise discharged.
12. **Indemnity.** Renter hereby agrees to indemnify and hold harmless Owner and its officers, employees, agents and assigns (collectively referred to as "Owner" for purposes of this indemnity), from and against any and all liabilities, obligations, losses, damages, injuries, claims, penalties, actions, suits, costs, demands and expenses, including legal expenses, of every kind and nature (each a "Claim" and collectively the "Claims"), arising out of or in connection with (a) the use, condition (including without limitation latent and other defects and whether or not discoverable) or operation of the Equipment hereunder, by whomever used or operated, or (b) Renter's breach of this Agreement. The indemnities by Renter contained in this Lease shall continue in full force and effect notwithstanding the termination of this Lease or the Lease term in respect of the Equipment, whether by expiration of time, by operation of law or otherwise. Upon written request of Owner, Renter shall assume the defense of any claim, demand or action (for which indemnity is provided) against Owner and shall, upon request of Owner, allow Owner to participate in the defense thereof. Owner shall give Renter prompt notice of any claim, demand or action arising under the provisions of any indemnity. Owner may settle any claim, demand or action (for which indemnity is provided) without the prior consent of Renter. Notwithstanding the foregoing, Renter shall not be required to indemnify Owner for any such Claim that arises as result of the Owner's own negligence, willful misconduct, or breach of this Agreement.
13. **Subrogation.** Owner shall be subrogated to all rights which Renter may have in any matter arising under this Lease and for which Owner has assumed obligation hereunder, and Renter agrees to execute and deliver instruments or papers and do everything necessary to obtain recovery from any party or parties against whom such rights may accrue.

14. **Default of Renter.** The following events shall constitute defaults by Renter: (a) the nonpayment by Renter for a period of ten (10) days after written notice of any sum required hereunder to be paid by Renter; (b) the nonperformance by Renter of any other covenant or condition of this Lease; (c) if Renter files a voluntary petition in a bankruptcy proceeding, consents to voluntary or involuntary adjudication to bankruptcy or reorganization, seeks to make an arrangement in bankruptcy, is adjudged bankrupt or insolvent under any applicable law or laws, admits in writing to having become insolvent, becomes unable to pay debts as they mature, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for a substantial portion of its assets; (d) the subjection of any of Renter's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency.

15. **Owner's Rights Upon Default.** On the occurrence of any of the events defined as constituting defaults in the preceding paragraph, Owner may without notice to or demand on Renter: (a) take possession of the Equipment and Lease the same or any portion thereof, for such period and at such rental and to such persons as Owner shall elect, and apply the proceeds of such renting, after deducting all costs and expenses incurred in connection with the recovery, repair, storage and renting of the Equipment, to payment of the rent and other obligations due from Renter to Owner hereunder, Renter remaining responsible for any deficiency; (b) upon giving written notice to Renter, declare this Lease immediately forfeited and void, and take possession of the Equipment. In the event of termination of this Lease, the rent due to the date of termination shall be due and payable on the date notice of termination is given, and Owner may have recourse to any appropriate means to satisfy all rent due; or (c) Owner may have recourse to any appropriate means to satisfy any past-due rental payments, and if breach is default in performance of other terms hereunder, Owner may have appropriate action for the damages resulting therefrom. Any special rights and remedies conferred under this Lease shall be deemed additional to the rights and remedies given by law.

16. **Return of Equipment.** Upon termination, or at the expiration of the Lease term specified herein, Renter shall return the Equipment to Owner at Owner's physical address in as good of condition as existed at the commencement of this Lease, reasonable wear and tear excepted. The Equipment shall be subject to inspection by Owner upon its return. Owner shall make all repairs which it deems necessary to put the Equipment back into good operating condition, and Renter agrees to pay for such repairs immediately upon receipt of an invoice for the same. Acceptance of returned Equipment by Owner does not constitute a waiver of any of Owner's rights under this Agreement. Rental charges are billed to Renter for the full term even if the Equipment is returned to Owner prior to the end of the term of this Lease. If the Equipment is not returned by the end of the term of this Lease, then the rental charge shall continue on a full-term basis for any additional term or portion thereof until the Equipment is returned or replaced.

17. **Assignment.** Renter shall not assign, transfer or sublet this Lease or any interest in the Equipment. Owner may at any time assign or transfer any part of its right, title or interest in the Equipment or this Lease, at which point Renter will be obligated to such assignee as the new Owner under this Lease. This Lease and any Equipment leased hereunder shall be subject to any rights or interest in and to the same under any contract or contracts that any financial institution may hold in the same.

18. **Miscellaneous:**

a. **Non-Waiver.** A waiver by Owner of any default or breach by Renter of any covenants, terms or conditions of this Lease shall not bar Owner from its right to enforce such covenants, terms or conditions or to pursue its rights arising out of any subsequent default or breach thereafter.

b. **Attorney Fees.** Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing any of the provisions of this Lease, then the other or unsuccessful party shall reimburse the prevailing party on demand.

c. **Notice and Payments.** Any notice or other correspondence to be given hereunder shall be in writing and shall either be served upon a party personally at its respective physical address, or served by registered or certified mail, return receipt requested, directed to the party to be served at its respective mailing address stated on the first page of this Lease. Notice served by mail shall be deemed complete when deposited in the United States mail. A party wishing to change its designated physical or mailing address shall do so by notice in writing to the other party. Any payments to be made by Renter to Owner under this Lease, including but not limited to the rental payment described above, shall be served upon Owner at the Owner's mailing address in the same manner as notice under this paragraph.

d. **Governing Law.** This Lease is being executed and delivered, and is intended to be performed, in the State of Montana, and the laws of the State of Montana shall govern the validity, construction, interpretation and enforcement of this Lease. If any portion of this Lease shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective.

e. **Time.** Time shall be of the essence of this Lease.

f. **Binding Effect.** This Lease shall bind and shall inure to the benefit of heirs, legal representatives, successors and assigns of the parties.

g. **Authorization; Counterparts.** Each person signing this Lease warrants to the other that it has the full right, power, and authority to enter into this Lease as, or on behalf of, the Owner or Renter, whichever the case may be, and that by executing this Lease below, he or she will bind the Owner or Renter, whichever the case may be, to its respective obligations under this Lease. This Lease may be executed in any number of counterparts, whether by facsimile or original signature, each of which, when combined, shall constitute one and the same instrument.

h. **Entire Agreement.** This Lease and the attached Schedule A constitute the entire agreement and understanding of the parties, and supercede any and all prior negotiations and understandings. Neither this Lease nor the attached Schedule A shall be modified, amended or changed in any respect except by written document signed by all parties hereto.

i. **Relationship of Parties.** The relationship between Owner and Renter is solely that of independent contractors, and nothing in this Lease or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

j. **Headings.** The headings as to the contents of particular sections herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular sections to which they refer.

19. **Warranty Disclaimer.** It is understood between the parties that Owner is not the manufacturer of the Equipment herein leased, nor the agent of the manufacturer of said Equipment. **EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS EQUIPMENT IS LEASED WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER WHATSOEVER.**