



STAINED GLASS ASSOCIATION OF AMERICA

SGAA Air Monitoring Program

AIR SAMPLING EQUIPMENT LEASE

This equipment lease (Lease) is made effective on this date ____/____/_____, between The Stained Glass Association of America, hereinafter referred to as the Lessor, and the following named Lessee: _____, and states the agreement of the parties as follows:

EQUIPMENT SUBJECT TO LEASE: The Lessor shall lease _____ air sampling pump(s).

PAYMENT TERMS: The total lease payment, provided the equipment is returned in good condition and in accordance with the terms of this lease, shall be free to all members of the Lessor, in good standing on the effective date of this lease.

SERVICE CHARGE: If any leased equipment is not returned within the time frame stipulated by this lease, Lessee shall pay to the Lessor a service charge of \$10 per day per unit leased.

SECURITY DEPOSIT: In lieu of lease payment charge, the Lessee shall pay a security deposit of \$350 per unit leased at the time the Lease is signed. Payments shall be made by credit card only and will be returned to the Lessee at the termination of this Lease, subject to the option of the Lessor to apply any part thereof to recover damages. Any amounts refundable to the Lessee shall be paid within 10 days after this lease is terminated. The security deposit shall not bear interest.

RISK OF LOSS OR DAMAGE: The Lessee assumes all risks of loss or damage to the equipment from any cause and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear.

LEASE TERM: The Lease shall begin on the above date, and terminate 14 calendar days later.

LOCATION OF EQUIPMENT: The equipment shall be held at the following location(s) during the Lease term, _____ and shall not be removed from that location without the Lessor's prior written consent.

CARE AND OPERATION OF EQUIPMENT: The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances and regulations relating to the possession, use or maintenance of equipment.

ALTERATIONS: Lessee shall make no alterations to the equipment without prior consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

ACCEPTANCE OF EQUIPMENT: The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and that listed above. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in this Lease.

OWNERSHIP AND STATUS OF EQUIPMENT: The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times. The Lessee shall immediately advise the Lessor regarding notice of any claim, levy, lien or legal process against the equipment.

RETURN OF EQUIPMENT: At the end of the Lease term, the Lessee agrees to return the Lessor at the Lessee's expense.



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AIR SAMPLING EQUIPMENT LEASE Continued

LOSS OR DAMAGES: If the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Lessee or the Lessee's employees.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the state of Missouri.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

WAIVER: The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CERTIFICATION: Lessee certifies that the application, statements, and trade references submitted to Lessor are true and correct and any material misrepresentations will constitute default under this Lease.

ARBITRATION: Any controversy or claim relation to this Lease, including the construction or application of this Lease, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

LESSOR: Stained Glass Association of America
9313 E. 63rd Street
Raytown, MO 64133

By: Katei Gross, Executive Administrator Signature: _____ Date: ___/___/___

LESSEE: Company: _____
Address: _____
City/State/Zip: _____

By: _____ Signature: _____ Date: ___/___/___
Please Print Legibly or Type Name