

## LEASE AGREEMENT

This lease agreement is made \_\_\_\_\_ *[date of lease]*, between Civil Pros LLC, an LLC organized and existing under the laws of the State of Tennessee and Mississippi, with its principal office located at 8888 MIDSOUTH DR., OLIVE BRANCH, MS 38654 ("Lessor"), and \_\_\_\_\_ *[name of lessee]*, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_ ("Lessee").

### SECTION ONE. LEASE OF EQUIPMENT

Lessor leases to Lessee the personal property known and described as follows:

\_\_\_\_\_  
*[description of property]* (the "equipment") for the period of \_\_\_\_\_ *[number of day, weeks, or months]* commencing from the date of pickup by Lessee and upon the following conditions and agreements:

\_\_\_\_\_  
*[specification of conditions]*.

### SECTION TWO. DELIVERY AND RETURN OF PROPERTY

Lessee shall pick up equipment from Civil Pros LLC located at 9475 Fulmer Dr. Olive Branch MS. 38654 \_\_\_\_\_ *[place of pickup]*. At the end of the term of the lease, Lessee shall return the equipment to Lessor at the place from which equipment was pickup in as good condition as exists at the commencement of the term, reasonable wear and tear excepted. The equipment shall be subject to inspection by Lessor before returned to Lessor and if a reasonable price for restoring the equipment to good condition cannot be agreed upon, each party will appoint an appraiser, and the two appraisers appoint a third. The price of reconditioning as fixed by the three appraisers shall be binding upon both parties. Equipment shall be returned to Lessor full of fuel. If the equipment is returned, not full of fuel, there will be a \$500.00-\$1,000.00 refueling charge that will need to be paid to Lessor before the equipment is returned.

### SECTION THREE. PAYMENT OF RENT

Lessee shall pay as rent \$*[dollar amount of rent]*, at the office of Lessor at *[address of lessor]*, *[name of city]*, *[name of state]*, in *[the full dollar amount]* at the time of the agreement.

### SECTION FOUR. RESERVATION OF TITLE

The equipment and all its parts shall retain its character as personal property and the title to the equipment shall not pass to Lessee but shall remain in Lessor. Lessee shall not remove, conceal or otherwise interfere with the title or ownership plate of Lessor affixed to the equipment.

## **SECTION FIVE. OPTION TO PURCHASE WARRANTY**

**THERE IS NO OPTION TO PURCHASE IN THIS AGREEMENT.**

The parties agree that **THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE APPEARING IN THIS AGREEMENT AND THERE ARE NO IMPLIED WARRANTIES, EITHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH EITHER THE LEASE OF THE EQUIPMENT OR ANY EXERCISE OF THE OPTION TO PURCHASE UNDER THIS AGREEMENT.**

## **SECTION SIX. REPOSSESSION**

If Lessee shall sell, assign or attempt to sell or assign the equipment or any interest in the same, or if Lessee defaults in any of the covenants, conditions or provisions of this lease, it is agreed that Lessor may immediately and without notice take possession of the equipment wherever found and may remove and keep or dispose of the equipment, and any unpaid rentals shall at once become due and payable. If any step is taken by legal action or otherwise by Lessor to recover possession of the equipment or otherwise enforce this agreement or to collect moneys due under this agreement, then Lessee shall reimburse Lessor for its expenses and charges incurred for such purpose, including reasonable attorney fees.

## **SECTION SEVEN. LOCATION AND USE**

Lessee shall use the equipment only at \_\_\_\_\_ *[address of place where leased property is used], [name of city], [name of state],* and shall not at any time remove the equipment from that place except in returning the equipment to Lessor or except as may be permitted by Lessor in writing. Lessee shall use the equipment at all times in a workerlike manner and in such manner as will not injure the same except by the ordinary wear and tear of the equipment when in good workerlike use, and Lessee shall at its own expense replace with new parts all parts that require replacement during the term of this lease. In the installation, location and use of the equipment, Lessee shall comply fully with all federal laws and with all state laws for state(s) in which the equipment is located as well as with all applicable counties or municipal ordinances.

## **SECTION EIGHT. INDEMNIFICATION**

Lessee agrees to protect and save Lessor harmless against any losses or damage to the equipment by fire, flood, explosion, wind or theft, and Lessee shall and does assume all liability to any person arising from the location, condition or use of the equipment, and shall indemnify and does indemnify Lessor of and from all liability, claim and demand arising from the location, condition, or use of the equipment whether in operation or not, and growing out of any cause, including alleged imperfect or defective equipment, and from every other liability, claim and demand whatsoever during the term of this lease or arising while the equipment is in the possession of Lessee. Lessee also agrees to promptly reimburse Lessor, in cash, for all personal property taxes levied against the equipment and paid by Lessor.

## **SECTION NINE. ASSIGNMENT OR TRANSFER**

Neither this lease agreement nor any right or interest under it shall be assigned or transferred by Lessee without the written consent of the Lessor. Written consent shall be given only on a form approved by the Lessor.

#### **SECTION ELEVEN. CHOICE OF LAW**

This lease agreement shall be deemed to have been executed and entered into in MISSISSIPPI and shall be construed, enforced and performed in accordance with the laws of that state.

#### **SECTION TWELVE. EXCLUSION OF ORAL STATEMENTS**

This instrument contains all of the agreements of the parties. No oral or other statements, proposals or agreements shall be binding on either of the parties.

#### **SECTION THIRTEEN. SERVICING THE EQUIPMENT**

Lessee agrees to cover all daily service of the equipment listed in this agreement.

The parties have executed this agreement at OLIVE BRACH, MS, the day and year first above written.

\_\_\_\_\_  
*Civil Pros, LLC*  
*BY: Cassie Brown, MEMBER*  
*LESSOR*

\_\_\_\_\_  
*NAME OF LESSEE*  
*BY: \_\_\_\_\_ (NAME AND TITLE)*  
*LESSEE*