

DEALERS FIRST FINANCIAL L.L.C.

LEASE AGREEMENT

LEASE AGREEMENT #: _____

To Our Valued Customer: Lease payments will be referred to as payments throughout this agreement, and this agreement will hereafter be referred to as the "Agreement". Please read this Agreement carefully and feel free to ask us any questions you have. The words "you" and "your" mean the "Lessee" or "Customer". The words "we", "us" and "our" refer to the "Lessor", **DEALERS FIRST FINANCIAL L.L.C.** The word "Equipment" means the items listed in this Agreement and/or any related schedules hereto. The word "Vendor" means the company or person who marketed and supplied the Equipment to you.

NAME OF LESSEE:			
Billing Address:	City:	State:	Zip:
Equipment Location:	City:	State:	Zip:
Contact:	Email:	Phone #:	Fax #:

Quantity	Equipment Description, Manufacturer & Model Number	Serial #

Term in Months	Payment	Payment Frequency	Security Deposit	Beginning Date of the Agreement
	\$ _____ (plus appropriate sales taxes)	<input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	\$ _____	____/____/____

You must pay the payment on the Beginning Date of this Agreement and on the same day of each following period until paid in full.

END OF TERM PURCHASE OPTIONS: You have the following options at the end of the original term, provided all terms and conditions of this Agreement have been fulfilled.

- Purchase the Equipment for \$ _____, which you agree is the anticipated remaining fair market value of the Equipment at that time.
- Purchase the Equipment for fair market value.

The purchase amount is payable in a single installment immediately upon the expiration of this Agreement, plus any applicable state or local taxes. If you do not elect to purchase the equipment in a single installment or if the purchase amount is not paid by the expiration of this Agreement, this Agreement will be renewed according to the Automatic Renewal provision of this Agreement.

LESSEE ACCEPTANCE: You agree to all the terms and conditions shown on both page 1 and page 2 of this Agreement, and that those terms and conditions are a complete and exclusive statement of our agreement regarding the subject matter of this Agreement, and they may be modified only by written agreement signed by one of our officers and not by course of performance. You also agree that the Equipment will not be used for personal, family, or household purposes. You acknowledge receipt of a copy of this Agreement. **This Agreement may not be cancelled or terminated early.** Your signature and our signature will make this Agreement effective as of the Beginning Date of the Agreement shown above.

Signature _____ Print Name _____ Title _____ Date _____

PERSONAL GUARANTY: The Guarantor(s) personally, irrevocably and unconditionally guarantee performance and payment of Lessee's obligations under this Agreement and any other obligation of Lessee to you or your assignee. The Guarantor(s) agree and consent to personal jurisdiction and venue in Harris County, Texas and corresponding federal and bankruptcy courts, agree that any legal action by the Guarantor(s) related to this guaranty shall be only in that county, agree to pay attorney's fees you or your assignee incur in regard to this guaranty, and waive all rights to trial by jury.

Guarantor: Signature _____ Print Name _____ Date _____

Guarantor: Signature _____ Print Name _____ Date _____

DELIVERY AND INSTALLATION CERTIFICATE: You hereby unconditionally and irrevocably represent to us that (i) the Equipment included in this Agreement has been delivered to and installed at your place of business on or before the above Beginning Date of this Agreement, is operating in good working order, meets all of your purposes, and therefore is hereby irrevocably accepted by you, (ii) you have had a reasonable opportunity to inspect and test the operation of the Equipment, and (iii) no cancellation rights have been granted to you. You hereby direct us to pay the Vendor for the Equipment and waive any right to revoke acceptance of the Equipment.

INSTRUCTION TO LESSEE:

DO NOT SIGN THIS CERTIFICATE UNTIL ALL EQUIPMENT HAS BEEN DELIVERED, INSTALLED, INSPECTED AND TESTED

Signature _____ Print Name _____ Date _____

(For our use only)
LESSOR ACCEPTANCE: Signature _____ Print Name _____ Date _____

AGREEMENT

We agree to lease to you, and you agree to lease from us, the Equipment under the terms of this Agreement. You promise to pay the payments, plus any applicable sales, property and other taxes, according to the payment schedule on page 1 of the Agreement. You also must pay any security deposits at the time you sign this Agreement. Security deposits will be refunded upon expiration of this Agreement if you have fulfilled all the terms and conditions of this Agreement. You agree that a photocopy, fax or electronically transmitted copy of the Agreement with signatures may be treated as an original and will be admissible as evidence of the Agreement. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Agreement, such as serial numbers, or typographical, immaterial, or obvious errors in the Agreement provided that such change does not materially alter your obligations under this Agreement. You agree that any purchase orders issued by you in conjunction with this Agreement are solely for your administrative purposes and will not change or modify the terms and conditions of this Agreement.

AUTOMATIC RENEWAL

This Agreement will automatically renew on a monthly basis at the same payment, unless you send us written notice 30 days before the expiration of this Agreement that (i) you elect to exercise your purchase option or (ii) you elect not to exercise your purchase option and do not want this Agreement to renew.

LATE CHARGES

If any part of a payment is more than 10 days late, you must pay a late charge of 1.5% per month on the unpaid amounts. If your check or ACH payment is returned to us for non-payment for any reason, you must pay us a return item charge of \$25.00 or the maximum amount allowed by law. Late charges will be billed to you at the end of the term of this Agreement.

OWNERSHIP OF THE EQUIPMENT

We are the owner of the Equipment and have title to the Equipment. You agree this is a "true lease" and a "Finance lease" under the Uniform Commercial Code and not a loan or installment sale.

WARRANTIES

WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE DISCLAIM ALL WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SELECTION, DELIVERY, INSTALLATION AND PURCHASE OF THE EQUIPMENT

You agree that (i) WE DID NOT SELECT THE EQUIPMENT AND HAVE NO EXPERTISE REGARDING THE EQUIPMENT, (ii) YOU SELECTED THE EQUIPMENT AND VENDOR WHO SUPPLIED THE EQUIPMENT BASED ON YOUR OWN JUDGEMENT, (iii) WE ARE BUYING THE EQUIPMENT AT YOUR REQUEST ONLY FOR THE PURPOSE OF LEASING IT TO YOU, (iv) WE ARE PAYING THE VENDOR WHO SUPPLIED THE EQUIPMENT BASED UPON YOUR DELIVERY AND INSTALLATION CERTIFICATE AND (v) YOU HAVE RECEIVED A COPY OF A SUPPLY CONTRACT FOR THE EQUIPMENT FROM THE VENDOR. You are responsible for delivery and installation of the Equipment at your own expense. You are responsible for protecting the Equipment from damage, except for ordinary wear due to reasonable use, and from any kind of loss while you have the Equipment. You agree that the anticipated economic life of the Equipment will be longer than the original term of this Agreement.

MAINTENANCE, SUPPLIES AND DATA

You understand that we are not responsible for repairs, service or supplies for the Equipment. YOU AGREE THE PAYMENT DOES NOT INCLUDE SERVICE OR SUPPLIES. You are responsible for keeping the Equipment in Good Operating Condition and will service the Equipment as and when needed. "Good Operating Condition" means the Equipment is immediately available for use by another lessee without the need of any repair. You are solely responsible for removing any data that may reside in or on Equipment you return, including but not limited to the data on hard drives, disk drives or any other form of memory. We have absolutely no liability for any data or information that you fail to remove or delete. All hard drives and other related equipment must remain fully functional as originally installed after the data is removed.

NON CANCELLATION

You understand and agree that (i) THIS AGREEMENT CANNOT BE CANCELLED BY YOU AT ANY TIME FOR ANY REASON, INCLUDING VENDOR'S NON PERFORMANCE. (ii) YOUR DUTY TO MAKE THE PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM. (iii) THE VENDOR AND WE ARE TWO SEPARATE AND INDEPENDENT COMPANIES AND THAT NEITHER THE VENDOR OR ANY OTHER PERSON IS OUR AGENT. NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR OR OTHER PERSON IS BINDING ON US AND NO BREACH BY THE VENDOR OR OTHER PERSON WILL EXCUSE YOUR OBLIGATIONS TO US. (iv) IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR OR OTHER PERSON OR IF THE VENDOR OR OTHER PERSON FAILS TO PROVIDE ANY SERVICE OR SUPPLIES OR IF THE EQUIPMENT IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE CLAIM SOLELY AGAINST THE VENDOR OR OTHER PERSON AND WILL MAKE NO CLAIM AGAINST US.

LOCATION OF THE EQUIPMENT

You will keep and use the Equipment only at the installation address shown on this Agreement. You will not remove the Equipment from that address unless you get our written permission in advance to move it.

RISK OF LOSS

You bear all risk of loss from the time the Equipment is made available for your use until the Equipment is safely returned to our possession.

INSURANCE

You must keep the Equipment fully insured against loss until this Agreement is paid in full, and have us named as loss payee. You also must obtain a general public liability insurance policy from anyone who is acceptable to us, and include us as an insured on the policy. You must provide us certificates or other evidence of property and liability insurance acceptable to us before this Agreement term begins and throughout the term of this Agreement. You agree it is not our responsibility to notify you when certificates or other evidence of insurance expire. If you do not provide us with acceptable evidence of insurance, we may, but will not be required to provide insurance coverage for you and add a charge at the end of the term of this Agreement for this insurance coverage. If you provide certificates of insurance at the end of the Agreement term after receiving this charge, you agree to pay a risk fee equal to 25% of the charge for duplicate insurance we have provided due to your noncompliance with this provision of this Agreement.

LIMITATION OF LIABILITY

We are not responsible for any loss or injuries caused by the installation, use or removal of the Equipment. You must reimburse us for, and defend us against, any claims for losses or injuries caused by the Equipment. In no event will we be liable for any punitive, indirect, direct, incidental or consequential damages in any action arising from, related to, or concerning the subject matter of this Agreement, whether based in contract, tort (including negligence), intended profits, income or goodwill, regardless of whether we have been advised of the possibility of such damages.

TAXES AND FEES

You must pay when due, all appropriate taxes (including property taxes), related license or other such fees, fines, and penalties relating to this Agreement. If we pay any of the above for you, you must reimburse us on demand for each payment we make on your behalf. We may bill you and you must promptly pay estimated future property taxes. You must pay a property tax administration fee equal to 10% of the actual or estimated annual property tax. You also must pay us a documentation processing and set up fee upon execution of this Agreement and at any time the Agreement is modified or amended, of not more than \$125.

ASSIGNMENT

YOU HAVE NO RIGHT TO SELL, TRANSFER, OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE MAY SELL, ASSIGN, OR TRANSFER THIS AGREEMENT. IF WE SELL, ASSIGN, OR TRANSFER THIS AGREEMENT, THE NEW OWNER WILL HAVE THE SAME RIGHTS AND BENEFITS THAT WE HAVE NOW AND WILL NOT HAVE TO PERFORM ANY OF OUR OBLIGATIONS. YOU AGREE THAT THE RIGHTS OF THE NEW OWNER WILL NOT BE SUBJECT TO ANY CLAIMS, DEFENSES, OR SET-OFFS THAT YOU MAY HAVE AGAINST US.

DEFAULT

If you do not pay your payment when due, or if you break any of your promises in this Agreement, you will be in default and we can recover resulting actual damages from you. If you default in your payment obligations, become insolvent or bankrupt, we can also require that you pay the remaining balance of this Agreement and return the Equipment to us. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this Agreement to an attorney or outside agency for collection, you agree to pay reasonable attorney's fees and actual costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession.

OTHER RIGHTS

You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. You waive notice of default, intent to accelerate, and acceleration.

RETURN OF EQUIPMENT

At the end of this Agreement term, you will immediately return the Equipment to us to any place in the United States we designate. You will prepay all expenses of crating and shipping by means we designate and you will properly insure the Equipment. If expenses of crating and shipping are not paid by the expiration of this Agreement, this Agreement will be renewed according to the Automatic Renewal provision.

SECURITY DEPOSIT

We may keep any security deposit you gave us to cover any costs or losses we suffer because of your failure to keep any of your promises in this Agreement.

LAW

THE AGREEMENT AND ALL RELATED DOCUMENTS TO WHICH WE ARE A PARTY AND ALL RELATED CLAIMS AND CAUSES OF ACTION SHALL BE GOVERNED BY AND CONSTRUED SOLELY UNDER THE LAWS OF THE STATE OF TEXAS. WE AND YOU CONSENT AND AGREE TO JURISDICTION AND VENUE IN ANY STATE OR LOCAL COURT LOCATED IN HARRIS COUNTY, TEXAS, AND ANY CORRESPONDING FEDERAL AND BANKRUPTCY COURT AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS. ALL LEGAL ACTION BY YOU IN ANY WAY RELATED TO THE AGREEMENT AND/OR THE EQUIPMENT SHALL BE SOLELY IN ANY STATE OR LOCAL COURT LOCATED IN HARRIS COUNTY, TEXAS, AND ANY CORRESPONDING FEDERAL AND BANKRUPTCY COURT. The foregoing forum selection provision shall not prohibit us from pursuing legal recourse in any other court where jurisdiction may be proper, and such action by us shall not be a waiver of that provision or the foregoing choice of law provision. **YOU WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION RELATING TO THIS AGREEMENT.**

Signature

Date